

RIBBON LOOM.

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**TRADE AGREEMENT IN THE
SILK-RIBBON INDUSTRY OF
NEW YORK CITY**

By MARGARET GADSBY



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

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TRADE AGREEMENT IN THE SILK-RIBBON INDUSTRY OF NEW YORK CITY.

INTRODUCTION.

The collective agreement herein described was effective in the New York silk-ribbon industry from April, 1920, until June, 1923. It was concluded between a small group of so-called "conservative" employers and a union which is called one of the most radical. The agreement was an experiment and so far as we know the only collective experiment providing formal machinery for collective bargaining which has been attempted in the textile industry. The arbitration plan, the result of a strike, operated with apparent success through a critical period of more than three years and maintained peace in an industry in which strikes in other centers were not uncommon.

Some of the provisions of the contract were unusual, notably those relative to production and the restriction of output. The method of wage payment operating under it was noteworthy in its embodiment of the advantages of both timework and piecework methods of wage payment. Its abrogation, by the union at a time when strikes by similar organizations to force recognition and to establish collective bargaining relations were of frequent occurrence, was exceptional.

It is the aim of this study to describe somewhat in detail the modus operandi of the agreement; to explain the merits of the plan and the reasons for its final abrogation.

THE AGREEMENT.

FORMATION OF THE AGREEMENT.

The agreement entered into in the silk-ribbon industry on April 10, 1920, provided, for the first time in the history of the textile industry, machinery to facilitate collective bargaining between workers and employers. This machinery was set up for the purpose of providing "a method of adjusting all differences which might arise in regard to wages and working conditions of the weavers working on ribbon looms in Greater New York in the employ of the manufacturers signing the agreement."

This contract terminated a four weeks' strike of ribbon weavers, the main objects of which were to gain the abolition of piecework and the standardization of wages. In scope the agreement was not of great importance. When the agreement was signed it affected approximately 500 silk-ribbon weavers and four of the largest ribbon manufacturing shops in Greater New York. As an experiment in industrial relations in this complex industry, in which industrial relations have ever been somewhat chaotic, it was of considerable

significance. Perhaps the most striking features of the agreement were those relative to production and the restriction of output contained in the paragraph below, which appeared in the preamble.

Public interest requires increasing production as a prime factor in reducing commodity prices. Wages, hours, and working conditions should be regulated by this requirement. Weavers should not intentionally restrict individual output to create an artificial scarcity of labor as a means of increasing wages or of equalizing the productivity and wages of weavers having different degrees of skill and ability; employers should not intentionally restrict production to create an artificial scarcity of the product in order to increase prices, nor should employers invoke methods that prove hurtful to the health, future productivity, or welfare of the weaver. Any action by a weaver or a union official directed against the prestige and welfare of an employer, and any action by an employer directed toward undermining the union shall be a distinct violation of this agreement.

It was highly significant and argued well for the possibilities of harmony in this industry that a group of employers and weavers should agree to the above provision and to the following one, practically without dissent:

No ruling relating to the basis of compensation of weavers shall be ordered by the impartial chairman which permits decreased production or fails to guarantee fair production, and any ruling which results in decreased production shall be immediately revoked and rectified.

The manufacturers, parties to the agreement, were four of the leading silk-ribbon manufacturers of Greater New York, the capacity of whose shops was about 400 looms. The products of these shops ranged from the highest grade ribbons to the lowest; one shop made novelties only. In their concept of industrial relations the managements of these shops ranged from the conservative to the liberal, and represented various stages of economic thought. The results of the experiment are the more significant because of this variety in economic opinion and attitude toward industrial relations.

The weavers represented in the agreement were members of three local unions of the Amalgamated Textile Workers of America, a healthy, active industrial union organized in 1919. Among them there were radicals, liberals, and conservatives, the liberal element predominating.

Silk weavers have been organized since the early seventies, though somewhat sporadically, the growth and strength of their organization varying with the demand for their labor. At times their organization has existed only in individual shops and again it has been affiliated with international organizations. The weavers have always been the active element among the workers in the silk industry, and their union has had a checkered history. It has been involved in some of the bitterest industrial conflicts. Many of the members of the organization were connected with the Industrial Workers of the World when that organization was in its prime in 1910-1913, and had been imbued with the doctrines of the class struggle, of no agreements, and of suspicion of all employers. Later, the locals affected by the agreement were affiliated with the United Textile Workers, the American Federation of Labor organization, from which they were expelled in 1919, when they struck for the 44-hour week without the sanction of that union. They later won their strike, and in the fall of 1919 joined the Amalgamated Textile Workers.

This affiliation was viewed with some disfavor by employers because of the reputation of the Amalgamated for radicalism. The avowed purpose of the organization is the "establishment of collective bar-

gaining and the winning of justice for labor through industrial unionism." The Amalgamated declares itself radical and "does not apologize for being a radical industrial union. It is radical in that it stands squarely for the interests of the workers, who produce the wealth of the country, and does not pretend to be serving the interests of both the workers and the employers at the same time. * * * What the workers want is not salve but some measure of justice—a decent livelihood, some assurance that they are not at any moment going to be thrown upon the streets to starve or given the alternative of working ungodly hours for ungodly wages."²

The silk-ribbon weavers did not escape the wave of industrial unrest which spread throughout the country during the spring of 1920, and a strike was called on March 8, affecting all union shops in Greater New York. From the union point of view it was an opportune time to strike, in that the demand for ribbons was urgent, and maximum production was needed if the manufacturers were not to meet with great financial loss.

The suggestion for conciliation which ended in the signing of the agreement seems to have come from the workers. The union voted to allow the secretary of the Amalgamated to enter into conference with the representatives of the employers and attempt to arrive at an agreement. The weavers' principal demands were the abolition of piecework and the standardization of wages of weavers in two classes, at \$40 and \$45 a week.

The democratic organization of the Amalgamated did not permit officers of the union to negotiate agreements without the consent of the workers involved. The draft of the agreement finally agreed upon in conference between the Amalgamated representative and the employers was therefore brought before a meeting of the full membership of the three local unions involved. A thorough discussion of the question resulted in the appointment of a committee of workers to meet with the representatives of the management for the purpose of revising certain details of the proposed contract. When the final vote was taken by secret ballot, after the habit of the Amalgamated, only 27 of the entire membership of the locals voted against the adoption of the revised agreement, 292 voting for it.

It was thus arrived at by conference and with the consent of practically every individual directly concerned, to which fact is attributed in large measure the successful operation of the contract. It was entered into, however, not without some trepidation on the part of the employers and some skepticism on the part of the weavers.

The agreement was modeled in many respects after the Hart, Schaffner & Marx agreement, but a study was made of all such contracts for the purpose of embodying and adapting the most workable clauses in all to the needs of this industry. It provided in the first place for the return to work of all weavers in the shops affected, under the same conditions as existed when the strike was called, except for an increase in wages. The wage increase was a temporary adjustment effective until a thorough investigation and study could be made of the scientific basis upon which to regulate compensation, and a ruling thereon be promulgated by the impartial chairman.

² Amalgamated Textile Workers of America. A few words on the aims and purposes of the Amalgamated Textile Workers of America. (Mimeographed.)

THE MACHINERY.

The machinery for collective bargaining in this industry, as provided for in the contract consisted of the impartial chairman, the trade council, the price committees, and shop committees, and apprenticeship committees.

THE SHOP COMMITTEE.

The agreement provided that all complaints, grievances or disputes arising in the shop of any employer which could not be adjusted within the shop should be referred to the impartial chairman. It was the policy of the chairman to provide every means for the settlement of disputes in the shop by the parties concerned before appealing to him for decision. As a result of this policy a form of procedure grew up for handling grievances locally.

In cases of complaints, grievances, or disputes arising in the individual shops, the workers were represented by shop committees elected by and from their number. Rules for the formation of these committees, which were not specifically provided for in the agreement, were suggested by the impartial chairman. The committee usually consisted of a chairman and four members, whose elections rotated so that the committee was never composed entirely of new members. It was provided that the chairman be a weaver who had been employed in the mill for a period of not less than six months previous to the date of his election.

Any individual or group of weavers might lay complaints of any nature, except those dealing with piece rates which were provided for elsewhere, before the shop chairman, who was empowered at his discretion to call together the shop committee for discussion of the matter before taking it up with the management. If matters could not be settled in the shop, or by the shop committee and the management, the business manager of the joint board of the local union affiliated in the agreement was called in. Matters which could not be settled in this manner were referred to the impartial chairman. If the matter was of importance to the other shops, it might be considered by the trade council, but if it concerned only the individual shop in which the trouble arose, it was acted upon by the impartial chairman without reference to the council.

Not all disputes which came before the impartial chairman were treated as formal cases. Many minor disputes were settled by the chairman without the formality of a written decision. In such cases the chairman either persuaded the parties to agree among themselves or advised a course of action.

The shop committees absorbed the duties of the other committees existing in the shops. With the exception of the price committees and the apprenticeship committees^a whose functions were quite distinct, the shop committees were the only committees representing the weavers for purposes of collective bargaining within the individual shop.

^a The functions of the apprenticeship committees are discussed in the section on apprenticeship, pp. 48 and 49

PRICE COMMITTEES.

Under decisions made by the impartial chairman, it was the intention that the weavers should have had a voice in the determination of piece rates. To facilitate the handling of questions arising in connection with the determination of such rates, the impartial chairman ordered the establishment of price committees in each mill working under the agreement.

Each committee consisted of an equal number of representatives of weavers and of employers, two being the minimum number of representatives on either side. The weaver members of the committee were chosen by majority vote of the weavers. It was provided that they must have the same qualifications as the members of the trade council, i. e., they must be able to speak English, and must have been employed in the shop for a period of at least one year. The period-of-service requirement was subject to reduction, but in no case to less than six months, by the impartial chairman. Employer representatives were chosen from the management of the mill. Election to membership on this committee was subject to confirmation by the impartial chairman. Before their confirmation by the chairman names of weaver members were submitted to the joint board of the local unions.^b

The committee worked under general rules laid down by the chairman. Its principal functions were (1) the setting of piece rates for all new jobs of a type not previously made, and (2) the making of adjustments on all rates on which there was dispute. Matters on which the committee could not agree were referred to the impartial chairman for decision.

The management representatives on the committee worked out the piece rates on each new job in full detail. These rates, together with complete data as to the method of their determination, were given to the weaver members of the committee and sufficient time given for the consideration of them. If the figures were approved, their indorsement definitely settled the rate. Any question either about the rate or the method of its determination was fully discussed by the full committee, and an agreement reached if possible. Failure to agree was reported to the impartial chairman as noted above.

In case there was delay in arriving at the rate for the new job the tentative rate set by the management held until the final rate was decided. Any change in this tentative rate was retroactive to the time the new job started. If similar delay obtained in cases in which individual weavers asked readjustment of rates previously set, changes in the rate were retroactive to the time notice was given requesting readjustment. In all cases, it was provided that a notice showing the rate for the particular job should be placed on the loom prior to the beginning of operations.

Complaints of individual weavers who felt that their rates should be readjusted were brought to the weaver members of the committee, who took up the matter with the full committee. If possible, such complaints were adjusted within the mill without being submitted to the impartial chairman.

Data of all calculations of piece rates were submitted to the impartial chairman on forms provided by him for that purpose, and com-

^b For regulations relative to price committees see decision No. 27, pp. 79 and 80.

plete records of all piece rates paid, as well as the method of their determination, were kept in the chairman's office. If any considerable time was spent on the negotiation of these rates, the employer was permitted to deduct time from the pay of the union representative, who was reimbursed by the union.

TRADE COUNCIL.

As finally constituted, the trade council consisted of eight members, each with an alternate empowered to vote in case of absence of the regular member. Each employer party to the agreement had one representative. One representative was chosen for the weavers in each of the shops. Additional representatives of the employers and officials of the union might participate in the deliberations of the council but had no power to vote. In the event that the employers had an attorney at law present, a like privilege was granted the union.

Weaver members of the council were chosen by the union, but their appointment was confirmed and approved by the weavers in the shops they represented. Qualifications for a weaver member of the council were set down in the agreement and were the same as those mentioned above as designated by the chairman for members of price committees, i. e., a weaver member must be able to speak English and must have been employed in the shop for a period of at least six months.

The trade council selected the impartial chairman, approved the budgets, and had full auditing power over all funds. It was presided over by the impartial chairman, who had power to vote only in case there was no unanimous agreement. Matters upon which the council agreed unanimously were reduced to writing without reference to the impartial chairman. Disputes affecting individual shops were not brought before this body but directly to the impartial chairman, unless a principle was involved which was likely to affect relations in other mills.

No action of the council was valid unless all the members were present and voting. Matters upon which the council failed to agree were referred to the impartial chairman who had full power to act. Notice of questions to come before the council were given in writing to the chairman long enough before the date of meetings to enable him to notify all members of the council of the subjects to be considered. If a member objected, no decision could be made by the trade council on a question of which previous notice had not been given.

One of the most constructive features of the agreement was the provision that the trade council might discuss all matters of general trade policy. It acted not only as a board of conciliation and arbitration but also as a legislative body which could initiate and work out constructive plans for the betterment of the industry. The council considered not only questions under dispute, such as holidays to be observed, the time limit during which request for wage readjustments could be made, etc., but also issues over which there had been no controversy but which were of vital interest to the trade. The working out of an apprenticeship plan, discussed in another section of this report, is the best example of legislative action of the latter sort by the council.

The matters settled by the trade council were new issues for the most part, interpretations of the agreement in practically every case being referred to the impartial chairman.

IMPARTIAL CHAIRMAN.

The individual upon whom more than any other rested the responsibility for the successful operation of this agreement was the impartial chairman. He was given wide powers and his responsibility was tremendous. He was called upon to exercise the knowledge of a technician, the wisdom of a judge, and the tact of a diplomat. He was arbitrator, judge, supreme court, and administrator of the law as set down in the agreement. To him all disputes arising between the management and the weavers, interpretations of the contract, and new issues which could not be settled locally were appealed. His decision was final, the agreement providing that "full performance of all rules, regulations, and orders laid down by the impartial chairman shall be obligatory on all parties to the agreement."

To facilitate the enforcement of his rules, regulations, or decisions, he was empowered to impose fines for willful disregard of them. Minimum and maximum fines were set. Fines so imposed were paid into the general fund and credited to the account of the aggrieved party.³

In arriving at his conclusions, the chairman had to give due consideration to all conditions of employment existing in the industry, either at the time of the execution of the agreement or subsequent thereto, but no practices or customs were binding upon him. In no case could decision be made until "ample opportunity has been given for the introduction and rebuttal of evidence by all parties affected." All testimony was properly recorded and open to both sides.

The contract provided that rulings of the impartial chairman with respect to compensation should be based upon the production records of the employers and such social and other conditions and facts as the impartial chairman might consider elements in the situation. Specific stipulations and restrictions on such rulings were provided for in the agreement. "Any such rulings of the impartial chairman in regard to compensation of weavers must provide for deductions of pay for any failure to accomplish fair production on the part of the individual weaver." No ruling relating to the basis of compensation of weavers could be ordered by the impartial chairman which permitted decreased production or failed to guarantee fair production, and "any ruling which results in decreased production shall be immediately revoked and rectified." It was provided furthermore that every wage scale should be accompanied by a scale of production and should not be increased or decreased during the manufacturing season of the individual employers, it being understood that the latter provision did not apply to new articles which were introduced during a manufacturing season. The chairman was instructed upon his appointment immediately to consider and issue rulings on the standardization and uniformity of the number and bases of ratings, taking into consideration the quality and kinds of goods produced in the individual shop, and any other factors which might bear on the question.

³In only one case did the impartial chairman find it necessary to impose a fine for willful disregard of his ruling. See decision in case No. 22, p. 76.

The chairman was empowered to lay down rules and regulations as to the manner and method in which complaints, disputes, and grievances should be brought before him. It was provided that he should call in the trade council in all matters involving questions of trade policy, but the trade council might waive this provision. He had also the custody and disbursement of all funds necessary for the operation of the agreement.

The chairman, as noted above, was selected by the trade council and paid by the joint fund. When the agreement was signed, Mr. Charles B. Barnes was chosen chairman for a period of one year. At the end of that time it was decided not to enter into a definite arrangement as to time, but to make the contract for an indefinite period, with a proviso that a notice of three months be given before a severance of the contract. Mr. Barnes served throughout the operation of the agreement.

The chairman took every precaution to give both parties to the agreement full opportunity to state their views on all matters before a decision was rendered. In rendering his decision, in cases considered important enough to justify such procedure, a draft of the decision was prepared and a copy submitted to the general secretary of the union, to the business manager of the locals, and to the president of the silk association. Opportunity was given both sides to discuss the decision prior to its final draft. If either side desired a hearing before the full trade council, such hearing was granted. In cases of minor decisions, affecting one shop only, a draft of the decision was sometimes submitted to the business manager of the union and to the management of the firm affected.

The chairman ruled that after a final decision had been rendered a case might be reheard if new evidence should be discovered which would have a vital effect in the case, or if an error should be found which seriously affected fundamental principles in the industry.

EXPENSES OF OPERATION.

The total expense of this machinery was divided equally between the union and the employers, it being understood that each party should apportion the share of the expense among its members as it saw fit. The custody and disbursement of all funds, as noted above, was intrusted to the impartial chairman, who was also empowered to assess and collect them in accordance with budgets submitted by him to the trade council and approved by that body. The trade council had full auditing power over all funds.

It was estimated that the total expense would approximate \$15,000 a year, but the actual expense fell much below this figure. The expense to individual weavers averaged from \$9 to \$10 per year. Even at the maximum figure (\$10) the total expense for the union would reach only \$4,000. This sum, together with an equal amount provided by the employers, would make the maximum expense \$8,000 a year or approximately half the sum originally estimated. This amount is small indeed, in contrast with the cost of strikes. One strike which recently occurred in a shop outside the agreement cost the union \$51,000 in money paid out. In this case there was an injunction and the case went to court. The cost of this strike to the employer is not known.

II. THE PROCESS AND THE JOB.⁴

THE LOOM.

Loom parts.—The essential feature of the ribbon loom is the simultaneous weaving on one loom of from 6 to about 126 ribbons, the number varying with the width of the product. The loom usually consists of the following principal parts: The frame; the batten; the reeds; the shuttles; the harness; the dobby, cam, or Jacquard machine; warp or beam racks; and the take-up mechanism.

The frame supports the working parts. The batten is a swinging beam to which the reed and shuttles are attached. It is the swing of the batten carrying the reed which packs close together the cross-wise threads, or weft, of the fabric. The shuttle is the sheath or case in which is inclosed a slender revolving quill wound with weft or filling. The harness consists of a number of strings, called leash strings, usually secured on the shaft loom, both above and below, upon wooden laths, called "shafts," running at right angles to the warp. Each string is knotted near the middle to make a small eye. These strings are distributed along the shafts according to the nature of the pattern to be woven and the warp threads are drawn through the eyes in a predetermined order. Each harness consists of several shafts, but the number of strings they carry must collectively equal the number of threads in the warp. The reed consists of strips of flattened wire between two strips of wood or metal. The spaces between these wires through which the warp is drawn are known as dents. There are sometimes two reeds, known as the back reed and the front reed. The purpose of the back reed is the more adequate separation of the warp threads. The front reed is set into the swinging beam, known as the batten. Its purpose, as noted above, is the forcing of the filling thread tightly against the fabric which has been woven by means of a sharp blow of the batten. Each ribbon has its separate reed.

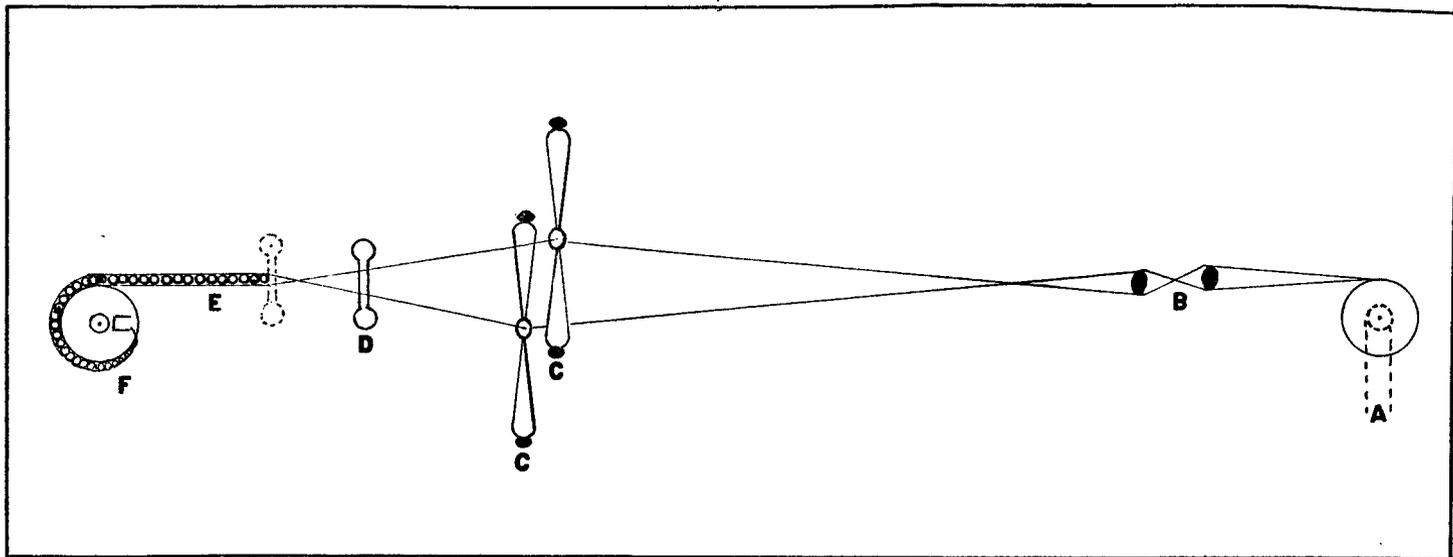
Warp and weft.—Every ribbon is formed with two sets of threads—warp threads which run lengthwise of the fabric and filling or weft threads which cross the former at right angles.

Mounting.—From the warp beams around which they are wound, the warp threads on the simpler type of loom pass alternately over and under two lease rods, then separately through the eyes of the harness, between the dents of the reed, over the breast beam, and are finally attached to the take-up rollers in front of the frame. The mounting process differs according to the type of loom and the pattern to be woven. The following diagram showing two warp threads mounted on the simpler type of loom illustrates the fundamental process.

The primary purpose of the lease rods is the proper spreading of the warp threads. If not properly spread the warp threads chafe and are thus weakened. In the better quality of ribbon other devices have taken the place of the lease rods. This is the purpose of the back reed mentioned above and of a number of glass bars, usually five or six, attached to the silk beam under which the warp threads are run after being separated into groups. When the glass rods are used, the warp threads, after leaving the warp beam, are passed in

⁴It is the intent of this section to call attention to such essentials in the process of silk-ribbon weaving as are necessary to an appreciation of the weaver's job and of the problems involved in setting the piece rate.

SECTION OF PLAIN WARP IN PROCESS OF WEAVING ON THE LOOM.



- A. The warp beam.
 B. The lease rods by which the warp is divided.
 C. Shafts, showing leash strings and eyes through which warp threads are drawn.
 D. The reed in position for picking and also for beating up.
 E. Woven fabric.
 F. The cloth beam.

NOTE.—That the mechanism of the modern ribbon loom is much more complicated than this simple illustration indicates may be seen by comparing the loom pictured in the frontispiece to this bulletin.

groups under the glass bars, and through the back reed before they are put through the eye of the harness.

On a Jacquard loom the mounting process is somewhat more complex. The warp threads are wound on spools which are fastened to a rack at the back of the loom, called the "back rack." From this point they run up over the "top castle" or pulley bars, then down to the silk beams, where the threads are partially separated by running under glass bars and are further separated by running through the back reed, before they are twisted in through the harness.

The weft thread is wound on a bobbin known as a quill and inserted in the shuttle. Each ribbon has its shuttle, which is shot from side to side between the warp threads leaving the cross threads. Each cross thread is known as a pick.

Loom movements.—The three principal loom movements directly operating in the making of cloth are picking, swinging (sometimes called wefting, or "beating up the shot"), and shedding. By picking is meant the movement of the shuttle across the warp. Wefting is the process of placing the warp threads in their proper position by the action of the reed. In the best cloth this action takes place just at the moment when the warp threads are held at their tightest. In the shedding movement the warp threads are drawn up and down, leaving an opening known as a shed through which the shuttles containing the weft threads are shot from side to side.

On the shaft loom this is accomplished by the action of the harnesses in raising part of the shafts and lowering the others. After the shuttle passes through, the shafts are reversed to form the shed for the next pick, i.e., all or part of the threads which formed the upper part of the shed on the first pick are lowered for the second. They gradually close over the weft threads while the reed is pushing the weft forward to its place in the fabric, the warp threads thus crossing over the weft and holding it in place before the reed leaves it. The "take-up" motion comes into action immediately to pull forward the fabric, which is wound around the "take-up" roller at the front of the frame. The action of the harness is controlled by the dobbie, the cam, or the Jacquard machine.

The cam operates only a small number of shafts and is therefore used alone only for the simplest patterns. The dobbie, a small machine resembling the Jacquard in construction and design, controls a greater number of shafts and is therefore used either alone or in connection with the cams for patterns somewhat more intricate.

On the Jacquard machine the same method is used to lift single threads, i.e., instead of raising and depressing the warp threads in groups by raising or lowering the shafts, the shafts are eliminated and each string of the harness through which the warp thread is drawn is controlled separately. Any particular thread or threads can therefore be raised and kept up as long as may be necessary. It is this machine, therefore, which is used for the most intricate patterns, and there is practically no limit to the patterns which can be made by use of the Jacquard machine.

Types of looms.—Tremendous changes in the design and construction of ribbon looms have been made within the last century. The productive capacity of the loom has been increased more than 300 per cent (from 500 to 2,200 lignes⁶). The comparatively high wages

⁶ 1 ligne equals approximately one-eleventh of an inch.

paid in American mills have given impetus to the development of the loom to its maximum efficiency.

With this growth in the development of the loom it is natural that the types now in use should be somewhat varied. Replacements or looms added from time to time in periods of expansion have been from the newer types. The two principal kinds now most commonly in use are (1) the shaft loom, and (2) the Jacquard loom. The principal difference between the two lies in the method by which the shedding movement, described above, is accomplished.

The imported German loom is usually used for the best grade ribbons. One particular advantage of this loom is the fact that it is interchangeable. It may be used either as a shaft or a Jacquard loom. The so-called high-speed looms are of the shaft type, usually used in manufacturing staple goods of a cheaper quality.

How the patterns are made.—It is by the order and succession in which the warp threads are raised and depressed to be interwoven with the weft threads, in conjunction with the order in which the threads are drawn through the harness, that the different patterns are produced.

Weaves.—The method of interlacing the warp and filling threads is known as the weave. The two basic systems of weaves from which patterns are most commonly derived are the taffeta and satin weaves. In a plain taffeta ribbon the warp and weft threads are interwoven alternately. This is the closest and at the same time the simplest interlacing of warp and weft or filling. On every pick half the number of warp ends are raised, the other half lowered. The shuttles pass between the upper and lower sheds. On the next pick the positions of the threads are reversed. Four harnesses might be used for this pattern, harnesses 1 and 3 being raised on one pick, harnesses 2 and 4 on the second pick, and so on.

The object of the satin weave is to produce a smooth, lustrous surface of the fabric. The points of interlacing of the warp and filling are so arranged that they will be covered by the joining warp or filling floating threads, and are so distributed over the repeat of the pattern that no two points join. The point of interlacing misses, therefore, on every successive pick a certain number of warp threads. The smallest number of harnesses for which satin weaves can be designed is five.

THE WEAVER'S JOB.

The work of mounting or preparing the loom for weaving is sometimes done by the weavers themselves and sometimes by "preparatory workers" who do mounting only. The preparatory worker, about equal in skill to the weaver, sets the parts of the machine, the shuttle movements, the tension on the warp, etc. The time taken for the loom to run down varies, of course, with the length of the warps; it may be anywhere from 6 weeks to 6 months.

The work of twisting the new warp threads onto the old and drawing them through the harness is done by the "twister," a job sometimes considered more skilled than that of the weaver and somewhat better paid. There is usually about 1 twister to 12 weavers. Both preparatory workers and twisters must be thoroughly acquainted with the weaver's job, and in a sense these jobs furnish the weavers opportunity for advancement. Nevertheless, the weavers usually prefer weaving to either twisting or preparatory work. Nec-

essary adjustments of the loom or of difficulties with the pattern after the loom is mounted are usually made by the "loom fixer," if not by the weaver himself. The job of loom fixer also furnishes an opportunity for advancement for the weaver. The number is limited, however, usually about 1 to 20 weavers, the number varying in the different shops.

The weaver's job, although technically apparently simple, demands a considerable degree of skill and intelligence, and the quality of the output depends largely upon the skill of the individual. The mechanical work of the weaver consists largely of picking up broken ends of the warp threads and drawing them into their places through the harness and reed; filling shuttles with new quills and placing them in the loom as required; and in watching the warp and filling for defects, such as knots on the quill or in the warp.

On the Jacquard loom weaving pattern designs, if it is necessary to pick back (take out the weft threads), the weaver must stop the single shuttle and continue to weave with other shuttles until the repeat of the pattern returns. He must know how to pick back and the number of cards to move back.

Constant attention on the part of the weaver is required to watch the thousands of warp threads, because defects in the warp must be caught before they get into the harness and reed. From 6 to 126 quills, the number depending upon the width of the ribbon, must be constantly watched for imperfections in the filling. The woven fabrics must be carefully watched for defects, and the weaver must understand the weave in order to know when a mistake occurs.

The tension on the warps must be watched, harness adjusted, and the mechanism kept in operation. On the Jacquard loom the tension on the warp threads often becomes unequal, because some of the ends weave in oftener and thus become tighter. The regulation of the weight on the warp threads in such cases becomes difficult. Part of the skill of the weaver lies in his ability to judge the job and set his loom accordingly. It is the skilled weaver's manipulations, watchfulness, and knowledge which determine the quality of the product. The fact that there is a great difference in the output of individual weavers on identical patterns woven under similar conditions testifies to the fact that the individual weaver's skill is a large factor in determining the output.

In one of the mills under the agreement it was found by informal experiment that changing the weavers on apparently identical jobs made their output differ considerably, indicating that the ability of the weaver to adjust himself to the loom mechanism is a factor determining his skill.

A recent investigation by the British Medical Research Council throws light on the relative importance of the human and the machine factors in the broad-silk industry. In its "analysis of individual differences in the output of silk weavers," the council reports the results of a study which indicates how greatly production in power-loom silk weaving is dependent upon the human factor. Here the variations in the rates of production of individual warps ranged from an efficiency of 43 per cent to 90 per cent, i. e., while it took 318 hours to weave one warp it took only 146 to weave a second identical one, the second loom earning over twice as much profit as the first. In silk-

ribbon weaving, which is far more intricate, it is probable that the human factor would affect the output to a much larger extent, i. e., output would depend to an even greater degree upon the skill of the individual.

Formerly, when only German and English looms were used, weaving was a highly skilled job, and only men were employed because of the strain involved and the work of operating the loom. Since the introduction of the automatic high-speed loom, women have become quite generally employed, especially on the lighter weight ribbons, where speed and deftness are the main requisites. Men are still usually employed on the heavier grades, in the making of which there is a greater nerve strain and a more thorough understanding of the mechanism demanded.

Although much is said about the modern types of looms making the work of weaving much simpler, it was the testimony of the older weavers that this applied only to the cheaper, lighter weight ribbons, and that the work of making the heavier weight ribbons had not materially lessened in the last generation. The demand for the cheaper grade ribbons, however, the making of which requires less skill, has greatly increased, thus increasing the number of weavers of the less skilled type, so that the old type of weaver craftsman is becoming scarcer. In general, however, the silk-ribbon weaver is a skilled worker.

THE WAGE PAYMENT PLAN.

DEVELOPMENT OF THE PLAN.

The determination of the method of wage payment is particularly perplexing in the silk-ribbon industry, because of the difficulty in establishing a just and stable basis upon which to measure compensation. Payment by results is difficult because of the variations from year to year and season to season, not only in pattern, but also in materials used in weaving the pattern, making necessary a revision of rates when new patterns are started or changes made in the materials used. There are various physical elements, such as condition of the harness or quality of the filling, which affect the output. Some of these factors—for instance, atmospheric conditions to which silk is particularly susceptible—are outside of the control of the management or the weavers. To establish a basis for piece rates, which would take cognizance of all these factors and be uniform for the individual mill as well as for all the mills under the agreement, was a tremendously difficult undertaking.

Silk-ribbon weavers, like most of the textile workers, feel that the week-work system is the more just method of compensation. This question came up each time there was a wage adjustment under the agreement, but employers were unfavorable to the week-work system without a guaranty of fair production.

To assist the impartial chairman in making just rulings in the matter of compensation, the agreement provided for an investigation and study by the impartial chairman, immediately upon his appointment, of the basis and amount of compensation to be paid to weavers. A preliminary report of this study was to be made within a month. Rulings of the chairman as a result of this study were restricted by the agreement, as noted above, in that they must provide for de-

duction in pay for any failure on the part of the individual weaver to accomplish a fair production, and in that any ruling which failed to guarantee fair production, or resulted in decreased production was "to be immediately revoked and rectified." The chairman, for purposes of this study as well as in other matters coming before him, was permitted full and free access to the production records of the employers and the records of the unions.

Because of the limited time, the preliminary study was of necessity largely restricted to a general survey and examination of the wage system in use, its merits and disadvantages, and the reasons for dissatisfaction with it. Its purpose was the discovery, if possible, of a system which would be satisfactory to both parties. The report of this survey of the industry was based on the statistical data available in the several shops under the agreement and on a study of wage systems in use in those outside, with a view to the application of such systems to the silk-ribbon industry. In addition, suggestions and criticisms from both employers and weavers were solicited in interviews and conferences. Definite objections to the system were determined as well as the phases of it which were considered satisfactory.

The investigation brought out the fact that until two years prior to the signing of the agreement this industry had been on a strictly piecework basis. In 1918 the union was successful in obtaining an hourly rate. The wage plan in effect in 1920, when the investigation was made, was a combination of hourly and piece rates, the plan in the four shops being practically the same. Its essential features were a guaranty of a minimum rate for the time spent in the mill, and a piece-rate compensation in proportion to output, the weaver being paid either the minimum rate for his class or the amount he earned by the piece rate, if this amount exceeded his minimum guaranty.

The investigation showed that prior to the agreement three of the mills classified their weavers into three classes according to skill, with a minimum hourly rate for each class, the rates being 90 cents, 85 cents, and 80 cents for the first, second, and third classes, respectively. The fourth mill had but one class of weavers, all of whom received a minimum hourly rate.

Less criticism of this system of wage payment came from the employers than from the weavers. The principal objections of the latter were based on (1) the fluctuations in the amount received, and the consequent uncertainty as to earnings; (2) the inequality of the workers due to wage differences; (3) the spirit of jealousy provoked by the classification of weavers; (4) the favoritism sometimes created by discrimination against certain weavers when jobs were assigned; (5) the opportunity offered the management for cutting piece prices when the weaver by special effort is producing more than the average; (6) the absence of an accepted basis of computation of piece rates by which the weavers could judge as to the adequacy of the rates; (7) the fact that weavers were not consulted in the determination of the piece rates.

The first objection embodied the grievance of the weavers against any form of piece rate and the desire for the straight week-work system. The investigation showed, with respect to the second objection, a wide range in average earnings, not only within each mill, but also among the same classes in the four mills. It appeared that the

average earnings of all weavers in each of the mills differed about 14 per cent, the hourly earnings ranging from 89½ cents in one mill to \$1.02 in another. The greatest difference in earnings occurred between two mills in which more nearly the same quality of product was produced. The average earnings of first-class weavers varied from 96 cents to \$1.10; those of second-class weavers, from 89 cents to \$1.04. This difference in earnings was ascribed mainly to the difference in piece rates, due to the absence of a uniform price list. This inequality of earnings caused considerable dissatisfaction on the part of the workers receiving the lower rate, and, in so far as it applied to similar products, was disadvantageous to the management in that it resulted in differences in costs of production, putting the employer paying the higher rate at a disadvantage in selling his goods.

The division into the three classes fostered jealousy and a feeling of injustice among the weavers. One reason for this attitude, as brought out in the preliminary study, was that although only about 30 per cent of the weavers were in the first class, nearly 60 per cent, or about twice as many, were earning 90 cents an hour, the first-class minimum rate.

The objections with respect to discrimination in assignment of jobs and the opportunity given the management for cutting piece rates when the weaver is producing more than the average, were the usual objections against the piecework system, the opportunity for such injustices being greater in this industry than in some others because of the nature of the work and because of the fact that the workers had nothing to say about the setting of the rates or the selection of the weaver for the job.

The weavers objected not only to the lack of a common basis for determination of rates in the several shops, but to the lack of standardization in this matter within the individual shop. They called attention to injustices due to the failure to consider and allow for certain details of condition of the equipment and the quality and condition of the material, which were not defined in setting the rate. A price per cut which was fair when the looms and material were in first-class condition, might be unfair if the looms were in poor condition and the materials of an inferior grade. The weavers felt that a definite plan for allowances for such contingencies was only just.

One of the most frequent complaints of the workers brought out by this investigation was against the setting of piece rates by the management only. The part of the report dealing with this attitude on the part of the workers and a method of dealing with it is here reproduced:

Joint price committees: As stated previously, one of the most frequent complaints made by the weavers is against the present system of setting piece rates by the employers only, without the workers having a say in the matter, without the workers' participation in a matter which concerns them more than any other. There is a feeling among the workers that the fixing of piece prices is not done "in the open." This feeling is a source of constant dissatisfaction. The weaver is dissatisfied with the piece rate even before it is set. When the price is set, he begins to work the loom with a feeling of uncertainty as to what his earnings will be, and when the earnings are below his expectations he is dissatisfied.

No matter what system of wage payment obtains in the plant, it can not be successful if there is no confidence between employee and employer. A plan of wage payment, no matter how fair it is, defeats its purpose if it does not provide the machinery for removing unnecessary dissatisfaction and distrust. The application of the plan is, in many instances, more important than the plan itself.

In all industries where piecework is in vogue and where collective bargaining is in practice, the setting of piece rates is done jointly by the management and representatives of the employees of the shops. A small price committee representing the employees of the shop negotiates with the management the piece rates for the coming jobs and the piece rates of jobs in operation, if readjustments are to be made. This committee in conjunction with representatives from the management selected by the firm constitutes a joint price committee. The price committee sets the piece rates of all new jobs as well as the piece rates of all jobs requiring readjustment. Where the price committee fails to reach an agreement as to the piece rate, the matter is referred to the impartial chairman for decision. Pending a decision, if the dispute is over a new job, the said job goes on at the lower rate suggested. If it is a job on which a readjustment is asked, the rate already in existence continues until a decision is rendered.

The setting up of joint price committees for the setting of piece rates removes unnecessary dissatisfaction of the workers with the firm, for the workers are then partly responsible for the piece rates. It is an instrument of harmony and mutual confidence, without which friendly industrial relations are impossible and which are absolutely necessary for the efficiency of the shop. And last, but not least, it serves as a foundation to the edifice of collective bargaining, for collective bargaining defeats itself if it allows individual bargaining at the bottom of its structure.

This report was submitted in its final form to the trade council on September 16, 1920, when discussion of a proper compensation and method of wage payment commenced. The weavers requested that the basis be week work, with two classes of weavers, one to be paid \$40 and the other \$45 per week. This demand for week work had been one of the reasons for the strike the previous spring. The union presented a brief seeking to show that the institution of time payment would add to the comfort and well-being of the weavers without any sacrifice of production and quite possibly might serve to insure increased production.

The employers asked for retention of the prevailing method of wage payment, with three classes of weavers at the minimum rates then prevailing, namely 80 cents, 85 cents, and 90 cents an hour. They stated that the minimum-guaranty plan then in operation gave to the weavers the same guaranty of a fixed income as would week work, and argued that the change from piecework to week work would materially reduce production and increase their labor costs. Their position was that the introduction of piecework without production standards would make their labor cost uncertain, with a resultant difficulty in the pricing of their product, putting them in a disadvantageous position in a market in which practically all of their competitors were operating on the piecework system.

A comparison of production records under the daywork and the piecework systems of payment made by industrial engineers in the shop of one of the firms under the agreement had indicated a decrease in the total production when the firm changed from piecework to daywork. This investigation covered a period of three months just prior to the introduction of daywork and three months following the change. A comparison of the production of 37 weavers making 18 different patterns, by patterns, showed an average increase of 21½ per cent in the time spent in making a cut of ribbon under the daywork system over the time spent under the piecework plan.⁶

⁶Conditions were not entirely normal, however, when this study was made, the daywork plan having been instituted after a week's strike on this issue. In the opinion of the industrial engineers making the study, however, it is usual to expect in textile mills a loss of production of from 10 to 25 per cent when workers are changed from a piecework to a daywork basis, unless there is greater supervision or detailed operation records are kept and used intelligently.

The trade council was unable to agree on the method of wage payment and the decision was left to the impartial chairman, who ruled against the establishment of week work at that time. Among the considerations influencing the chairman, were the facts that (1) the minimum guaranty gives the same assurance of a fixed income as does week work, and (2) "the institution of week work would mean a radical change from present practice and would mean the establishment of this method of payment for a small group of manufacturers in this market." But of the greatest influence was the consideration that production standards had not been established in the various mills, and under the agreement it would not be possible to establish week work without at the same time establishing standards of production. (The agreement specifically provided that "every wage scale shall be accompanied by a scale of production.") In the opinion of the chairman it would be possible in time to set up such standards in each mill, but such a procedure would necessitate a more thorough investigation than had been made. Since the wage issue had already been delayed for months, the chairman did not believe it wise further to delay the ruling by waiting until such an investigation could be made.

Both the union request for the division of weavers into two classes at a weekly wage of \$40 and \$45 per week and the employers' request for the retention of the prevailing rate for the three classes of 80 cents, 85 cents, and 90 cents an hour were denied. The chairman decided that the classification into three classes should be continued and that wages of the first and second class weavers should be so increased that the first-class weavers would receive a minimum guaranty of not less than 95 cents an hour, and the second class a minimum guaranty of not less than 87½ cents an hour, the minimum of the third class remaining at 80 cents an hour. This decision became effective November 1, 1920. It provided also for the establishment in each shop of the price committees described above.

PRINCIPAL FEATURES OF THE WAGE PLAN ADOPTED.

The system of wage payment was not revolutionized as a result of the agreement. As a matter of fact most of the features of the old system were retained, but an attempt was made to remove many of the causes of dissatisfaction and to open a way for the removal of others. In order to eliminate one of the most serious causes of dissatisfaction and suspicion, namely, that the weavers had nothing to say about the wage rates, price committees for the joint determination of all piece rates were set up. A regular channel for the adjustment of grievances due to this and other causes was provided and the weavers were given opportunity to show cause why other changes they felt to be necessary should be made.

The plan in operation during the life of the contract provided for the payment of a minimum wage, uniform for all the shops under the agreement, and for the payment of a piece-rate compensation in proportion to output. Employees were thus assured a fixed income with an opportunity to earn more. Under this system if a weaver's earnings at the piece rate exceeded the minimum wage, he was paid by the piece; if his minimum exceeded his piece-rate earnings, he received the minimum. For example, a weaver whose minimum wage was 90

cents per hour would receive \$39.60 at the end of the 44-hour week. If, however, working by the piece he produced 12 cuts of ribbon at a rate of \$3.96 per cut, his earnings would be \$47.52 and he would receive the larger sum. If, however, he had produced only 9 cuts, his piece-rate earnings would be \$35.64, or less than the minimum, in which case he would receive \$39.60, the minimum wage.

MINIMUM HOURLY RATES.

The minimum wage differed for each of the three classes of workers, but was uniform for each class in the shops under the agreement. It was determined by agreement of the trade council, if possible, with the impartial chairman as arbitrator in case of disagreement. Two manufacturing seasons were agreed upon for the year, one beginning April 1 and the other October 1. Requests by either party for changes in the minimum rate were made 30 days before the season opened, and rates then determined fixed for the season. Disputes arising relative to the minimum wage were referred to the trade council and the impartial chairman for settlement. All questions relative to piece rates, however, were determined by the price committees, with recourse to the impartial chairman.

HOW PIECE RATES WERE SET.

In setting piece rates certain technical factors were considered, such as type of loom, width, total lineage, picks per inch, amount and grades of silk in warp and filling, etc.,⁷ all of which determine the skill required and affect the possible output. The prevailing rate of pay and the total amount a weaver should earn were also considered.

As early as 1884, when a schedule of basic piece prices existed in New York and Paterson, there were evidences of difficulty in determining a method of setting rates which would give due weight to all the factors involved. The United Ribbon Weavers of America, one of the sporadic forerunners of the present unions in the silk-ribbon industry, and the silk-ribbon manufacturers worked out a price for eight standard patterns. These schedules were based on 540 lignes per loom, this number being the greatest width looms of that day accommodated. These schedules and interpretations of them, known as the bosses' schedule and the weavers' schedule, made allowances for deviations from the standard and provided for the first time for the payment of a rate for preparatory work, to obtain until a holdfast (the first few yards of ribbon) was woven. Up to this time weavers had not been paid for this work, often spending days in the preparation of their looms, with no compensation whatever. The United Ribbon Weavers of America, like most organizations in the earlier period in the textile industry, was short lived, but some sort of price list persisted. Another price list, a revision of the first, was printed in 1894.

The price list in use in some of the shops in 1920 when the agreement was signed, known as the Paterson Blue Book, is a revision of the old schedules, based also upon such production records as were available in 1915, when it was made, and upon the experience of its authors. This revision, made for the use of an individual shop was adopted with some modification by the United Textile Workers in

⁷For definitions of these terms see pp. 9 to 12 and p. 20.

1918 as its official price list, and served as a basis upon which uniform increases in wages could be asked.

The Paterson Blue Book fixed the rate per cut of 10 yards for four standard weaves, namely, taffeta, satin taffeta, double-faced satin, and grosgrain double-shot weaves. The rates are fixed for a German loom⁸ containing 1,000 lignes⁹ with 100 picks¹⁰ per inch. The schedules provide for a variety of reeding.¹¹ Table 1 gives the schedule for satin taffeta weaves.

TABLE 1.—PRICE SCHEDULE FOR SATIN TAFFETA WEAVES WHEN WOVEN ON A GERMAN LOOM (BASIS 1,000 LIGNES, 100 PICKS) FOR SPECIFIED REEDING (EXPRESSED IN DENTS PER LIGNE OR PER INCH AND ENDS PER DENT).

| Number of dents. | Price per cut for specified number of ends per dent. | | | | | | | | |
|--|--|------------|------------|------------|------------|------------|-------------|-------------|-------------|
| | 4, single. | 5, single. | 6, single. | 7, single. | 8, single. | 9, single. | 10, single. | 11, single. | 12, single. |
| 5 to 5½ per ligne or 56 to 59 per inch..... | Cts. 458 | Cts. 514 | Cts. 572 | Cts. 628 | Cts. 686 | Cts. 745 | Cts. 801 | Cts. 857 | Cts. 915 |
| Over 5½ to 5¾ per ligne or over 59 to 62 per inch. | 469 | 528 | 588 | 648 | 708 | 769 | 827 | 888 | 947 |
| Over 5¾ to 5⅝ per ligne or over 62 to 65 per inch. | 480 | 541 | 605 | 667 | 729 | 793 | 855 | 917 | 980 |
| Over 5⅝ to 6 per ligne or over 65 to 68 per inch. | 493 | 555 | 620 | 686 | 751 | 817 | 882 | 947 | 1,013 |
| Over 6 to 6¼ per ligne or over 68 to 70 per inch. | 503 | 569 | 637 | 705 | 773 | 840 | 910 | 977 | 1,045 |
| Over 6¼ to 6½ per ligne or over 70 to 73 per inch. | 517 | 588 | 659 | 729 | 801 | 871 | 943 | 1,013 | 1,083 |
| Over 6½ to 6¾ per ligne or over 73 to 76 per inch. | 533 | 606 | 681 | 753 | 827 | 901 | 975 | 1,047 | 1,122 |
| Over 6¾ to 7 per ligne or over 76 to 79 per inch. | 550 | 626 | 703 | 779 | 855 | 931 | 1,008 | 1,083 | 1,159 |
| Over 7 to 7¼ per ligne or over 79 to 82 per inch. | 566 | 645 | 724 | 803 | 882 | 960 | 1,039 | 1,119 | 1,198 |
| Over 7¼ to 7½ per ligne or over 82 to 84 per inch. | 583 | 664 | 746 | 827 | 910 | 991 | 1,072 | 1,154 | 1,236 |
| Over 7½ to 7¾ per ligne or over 84 to 87 per inch. | 599 | 683 | 768 | 851 | 936 | 1,021 | 1,105 | 1,189 | 1,274 |
| Over 7¾ to 8 per ligne or over 87 to 90 per inch. | 616 | 703 | 790 | 877 | 964 | 1,050 | 1,138 | 1,225 | 1,302 |

The above schedule fixes the basic price per cut for a satin taffeta ribbon made on a German loom, the warps on which have been set up to weave ribbons whose combined width is 1,000 lignes. The number of ribbons to be made on this loom would vary according to their width; for example, there might be 20 ribbons, each 50 lignes in width. One hundred picks per inch are taken as the base; that is, the shuttle moves across the warp 100 times making 100 cross threads to an inch of warp length. The reeding also varies according to the width and quality of ribbon to be woven. The schedule allows for a variety of reeding. Reeding with 68 dents per inch (or 6 dents per ligne) and 6 single ends per dent, for example (which would be expressed 68/6/1), would call for 68 dents or splits in the reed per inch in width of ribbon and 6 single threads of warp to be drawn through each dent. The price per cut for a satin taffeta weave on the basis of 1,000 lignes and 100 picks, with 68/6/1 reeding, is fixed in the schedule at \$6.20 per cut.

Allowances and deductions are made for deviations from this standard. If the ribbons are wider than the standard, definite per-

⁸ German loom: Oldest type of shaft loom, usually operated with drop weights. During the war they were called "Yankee" looms.

⁹ Ligne: A French unit of measure, which is one-twelfth of a French inch, and approximately one-eleventh of an English inch. It is the world's standard for measuring the width of ribbon or narrow fabrics. It may refer to the width of the individual ribbon or to the combined width of all the ribbons on the loom. In this case 1,000 lignes has the latter connotation.

¹⁰ Pick: A single strand of weft reaching once across the fabric. The term is also used to express the action of throwing or "picking" a shuttle from side to side.

¹¹ Reeding: The attachment of the loom lathe, made of fine flat wires or reed, between which the warp threads are carried and kept uniformly separated, is called "the reed." The spaces between the wires through which the warp threads are drawn are called "dents." The warp threads drawn through the dents are called "ends." (This term is also applied to the weft threads.) Single ends are threads composed of a single strand of silk. The term "reeding" as here used refers to the number of dents in the reed, the number of ends per dent, and the kind of ends, i. e., single or double.

centage allowances are added. If the number of picks exceeds 100, 1 per cent is added for each pick; if the number is less than 100, deductions of 1 per cent for each pick from 100 to 90 are made, the percentage deduction diminishing as the number of picks decreases. Prices for patterns which deviate slightly from the standard are figured as follows: For example, a loom may be set up with the same reeding and the same number of spaces or ribbons as the example noted above but a different number of lignes and picks, such as a satin taffeta weave, with 20 spaces (number of separate ribbons on loom), 58 lignes (width of each ribbon 58 lignes), 68/6/1 reeding (68 dents per inch and 6 single threads per dent), and 92 picks per inch.

The total lignes on loom (20 spaces by 58 lignes per space) multiplied by schedule rate per 1,000 lignes (\$6.20) gives the standard price.

$$1,160 \times \$6.20 = \$7.19.$$

The standard price minus the schedule deduction for picks (1 per cent for each pick less than 100 [100 - 92 = 8], or 58 cents) gives standard price adjusted to number of picks.

$$\$7.19 - \$0.58 = \$6.61.$$

The adjusted standard price plus schedule allowance for wide ribbons from 55 to 58 lignes (6 per cent, or 40 cents) gives the price per cut of 10 yards.

$$\$6.61 + \$0.40 = \$7.01.$$

The schedule also provides for percentage allowances for looms less than 800 lignes, for Jacquard looms, for bank battens, etc., for loop edges, for heavy filling, printed filling, double and triple silk, for raw goods, and other factors which make the process more difficult or otherwise affect output.

The schedules in the Paterson Blue Book were compiled when the hourly rate was 50 cents per hour and the hours 50 per week. They set the price per cut at which the weaver should make the prevailing day's wage and represent a sort of weighted adjustment of the various factors involved in the weaving process. They were useful as a base in determining the rate for staples not subject to change, but unfortunately the relative importance of the factors may vary to some extent as new patterns are designed and the styles in ribbons change. The hours of work were decreased to 44 after this book was made, and the minimum hourly rate for first-class weavers was increased. The basic rate determined from the Blue Book therefore became entirely inadequate. One of the shops has discarded it and has worked out its own system. It did, however, furnish a common starting point for the shops using it and did harmonize to some extent the rates in the different mills. To make this rate more nearly meet immediate conditions, a flat percentage rate was added to the Blue-Book rate, this percentage representing the difference between the Blue-Book rate and the amount the weaver ought to earn at the prevailing rate, with due regard to the skill required for the particular job and his probable output and earnings as determined from production records and records of earnings on similar patterns. This percentage rate, which was added to the basic rate determined from the Blue Book, differed therefore according to the pattern to be woven and the classification of the weaver who did the work. The

inadequacy of the Paterson Blue Book as a basis may be judged from the fact that in some of the shops the rate added varied from 20 to 290 per cent for the different patterns.

For some time before the abrogation of the agreement there was a growing discontent on the part of the weavers over the method of setting piece rates. They complained of the inadequacy of the Blue Book as a basis of adjustment; that the rates were worked out by the management, and that the weaver who doubted the correctness of his rate had no sound basis for working it out; that in some of the shops the weaver members of the price committee were not shown the calculation through which the rate was arrived at; that frequently these rates were set so low that the weaver could not earn his guaranteed minimum. The weavers objected to the "excess" checked on their pay envelopes under such circumstances, alleging that it smacked of charity.

Employers, on the other hand, were dissatisfied with the minimum guaranty and wanted straight piece work. They said that the guaranteed minimum put an undue burden upon the manufacturer under the agreement, by increasing the cost of production and preventing accurate determination of his labor costs.

In his decision denying both straight week work and straight piece work^a, the chairman says: "It is admitted that the piece rates in this market are not computed from any basis worked out collectively by the weavers and their employers; that present rates are set partly on the basis of former rates established in another market and partly from the experience of the management of the mill."

He suggested that the trade council immediately devise some method of collecting information necessary to the joint establishment of wage and production scales. The trade council was at work on this problem when the agreement was abrogated. Their plan was first to work out a principle upon which piece rates might be based, and then to establish base rates for the various shops.^b

Records of the price calculation on each new pattern were furnished the impartial chairman and a file of these records kept in his office. The following is the form used for these records:

PRICE CALCULATION FORM.

| | |
|--------------------------------|--|
| Name of firm..... | Date..... |
| No. of loom..... | Spaces..... Total lignes..... |
| Price per cut..... | Grade { Warp..... Size..... Raw..... Dyed..... |
| Pattern No..... | |
| Description of weave..... | of silk { Filling..... Size..... Raw..... Dyed..... |
| Reed..... Picks..... | |
| Ends per space..... Edges..... | Type of batten..... |
| No. and lignes..... | Harness—Cotton..... Steel..... |
| | Shafts..... Jacquard..... |
| | Kind of loom..... |
| | Speed—Picks per minute..... |

Calculation—

| | |
|---------------------------|------------------------|
| Class of weaver..... | Readjustment Date..... |
| Hours of work..... | |
| Amount of production..... | |

^a Decision No. 44, pp. 93-95.

^b It was reported in *Women's Wear*, for May 24, 1923, that the council hoped to compile a uniform basic scale of rates for the entire industry.

EARNINGS.

Table 2 shows the average weekly and annual earnings of weavers who worked full time (every day the mill was in operation) during the calendar year 1921 in three shops under the agreement. It will be noted that the average weekly earnings of weavers in each of the three classes were practically uniform.

TABLE 2.—AVERAGE WEEKLY AND ANNUAL EARNINGS OF WEAVERS WHO WORKED FULL TIME (EVERY DAY MILL WAS IN OPERATION) IN THREE SHOPS UNDER THE AGREEMENT, 1921.

| Mill and class of weavers. | Number of weavers. | Average number of weeks worked. | Average weekly earnings for weeks actually worked. | Average annual earnings. |
|----------------------------|--------------------|---------------------------------|--|--------------------------|
| Mill No. 1: | | | | |
| Class I..... | 6 | 51.0 | \$41.43 | \$2,113.00 |
| Class II..... | 18 | 46.3 | 37.77 | 1,749.16 |
| Class III..... | 29 | 41.3 | 34.57 | 1,431.75 |
| All classes..... | 53 | 41.4 | 37.86 | 1,616.67 |
| Mill No. 2: | | | | |
| Class I..... | 16 | 44.5 | 41.23 | 1,835.05 |
| Class II..... | 34 | 44.2 | 37.70 | 1,666.43 |
| Class III..... | 15 | 39.3 | 34.60 | 1,360.07 |
| All classes..... | 65 | 43.3 | 37.81 | 1,637.27 |
| Mill No. 3: | | | | |
| Class I..... | 31 | 42.4 | 41.28 | 1,750.48 |
| Class II..... | 34 | 41.2 | 37.75 | 1,551.82 |
| Class III..... | 24 | 40.5 | 34.58 | 1,400.50 |
| All classes..... | 89 | 41.8 | 37.80 | 1,580.21 |
| All mills: | | | | |
| Class I..... | 53 | 44.0 | 41.29 | 1,817.05 |
| Class II..... | 86 | 43.5 | 37.66 | 1,638.46 |
| Class III..... | 68 | 40.5 | 34.69 | 1,404.91 |
| All classes..... | 207 | 42.6 | 37.73 | 1,607.46 |

PRODUCTION STANDARDS.

One object of this inquiry into industrial relations in the silk-ribbon industry was to study the effect upon production of the installation of production standards, which the bureau was informed had been set up under the New York agreement. The agreement provided that every wage scale should be accompanied by a scale of production. It was found, however, that formal standards of production—as a result of time studies to determine the average production of the average worker—had not been set up, although in effect a standard of production on each pattern in each mill had been set through the agreement on the piece rates by a price committee of the shop, composed of representatives of the management and the workers.

Because of the difference in both the product and the methods of manufacture in the different mills, the setting of piece rates was done in the individual shops, and because of the variety in the product of the individual shops, the rates were usually set on each job. As noted before, these piece rates were set by adding to the standard rate fixed in the Paterson Blue Book a flat percentage rate representing the difference between the rate set forth therein and the amount

a weaver ought to earn under prevailing conditions. The factor, which largely determined the amount he should earn, was his probable output. The determination of the probable output or the number of cuts a weaver should be able to weave within a given time was of course equivalent to fixing the time per cut and constituted a sort of rough standard of production corresponding to the basic standard time for an operation as determined by time study. Instead of being determined by time study, however, the probable output was estimated from records of production on similar patterns, when such records were obtainable, from calculations of weavers and the management, and from experience with similar patterns and knowledge of the probable difficulties involved in weaving the new pattern. Allowances for deviations from known patterns were made, and an estimate representing the probable production of the new pattern was obtained.

In industries operating under production standards the piece rate is usually determined by multiplying the base rate established for each operation by the standard time consumed. In the plan in operation under the agreement the base rate established for standard patterns was fixed in the Paterson Blue Book, and the time consumed by the operation was estimated instead of being determined by time study.

This method of reckoning the rates was haphazard, and lacked some of the very definite advantages of the time study method, but it also avoided some of the drawbacks of that plan and as applied to this particular industry had its advantages. It saved the expense of time studies, and it eliminated the two chief objections of the workers to time studies; i. e., the alleged purpose of speeding up the worker and the feeling on his part that rates so set are unjust because of the likelihood of abnormal output of the worker under observation.

The weavers felt that the setting up of production standards would be inadvisable in that it placed upon the employee the burden of a definite output. Poor warps or a faulty harness might materially impede output, and, even with unusual effort on the part of the weaver, might make it impossible for him to reach the standard. This might or might not be the fault of the management. Careless or faulty shop methods in the supplying of materials might also hinder the production of the weaver. The minimum wage plan stimulated the management to greater responsibility for an even supply of materials and for that condition of machinery which would make possible maximum production.

Employers stated it to be their belief that the difficulties involved would make the installation of formal standards of production inadvisable, if not impossible. This opinion was based on the lack of standardization of the product and the variations in equipment and methods of manufacture, the quality of product required and other factors which affect output in silk ribbon weaving, and the time and expense involved in setting up such standards.

The lack of standardization of product was evident not only between mills but within individual mills. There was no one pattern identical in all features made in the four factories under the agreement. There were few standard patterns in any individual mill. One of the mills made no standard patterns, manufacturing novelties only. The quality of ribbon made in these mills varied from the lightest weight

ribbons, used for tying candy boxes, to the finest quality of wide ribbons.¹² This lack of standardization of product obviously intensified the lack of uniformity in methods of production, and any attempt at setting up standards of production would have necessitated a separate computation for each pattern.

The looms were complex and of various types, each adapted to certain kinds of work and with its own peculiar problems of operation. Replacements and alterations of these looms, which the setting up of standards might entail, would have been difficult and expensive. The degree of skill required in operation varied, of course, with the kind of loom. With the newer and more automatic types the actual physical exertion demanded of the individual was lessened, but the nervous strain was often increased because there were more shuttles to fill, more warps to tie, and more ribbons to watch for defects.

The material used, particularly the dyed silk, was subject to atmospheric conditions and difficult to handle. The quality usually demanded in the product required a high degree of skill on the part of the weaver.

Undoubtedly these difficulties cited by both employers and weavers would have greatly complicated introduction of formal production standards. Complications quite as great have been overcome, however, in other industries in which both employers and workers felt quite as strongly about the difficulties involved in the introduction of such standards. That the chairman thought these difficulties were not insurmountable is evident from his decision of April 12, 1923, in which he suggested that the trade council at once devise some method whereby information necessary to establish scales of rates and scales of production could be collected.

The introduction of such standards, however, probably would not have materially lessened the discontent over the rates unless they had been jointly and frankly worked out, or had been worked out by an impartial person in whom both sides had absolute confidence, if such a person could have been found. The employers might have been suspected of attempting to set the standard too high; the workers of using their influence to get low standards set. Experience with the setting of piece rates under the agreement has shown that where there is room for suspicion, as there is when the method of setting the piece rates is not perfectly clear to the workers, there will be discontent, a fact which the chairman recognized when he emphasized collectively worked out scales of rates and of production.

OPERATION OF THE IMPARTIAL MACHINERY.

WAGE DECISIONS UNDER THE AGREEMENT.

Three requests for the revision of the wage scale were made during the life of the agreement after the basis and amount of compensation were first determined by the impartial chairman. Two of these requests, which were made in 1921 by the employers' association, were for downward revisions of the scale. In the spring of 1923 the

¹²The possibility of standardization of the product is remote. The whims of fashion constantly dictate the creation of new designs. Competition demands it. The fact that the uses to which ribbons are put vary from time to time makes standardization more difficult. The use of children's hair ribbons is a case in point. A short time ago there was a great demand for ribbon for this purpose, but hair ribbons are no longer in evidence and the demand for this type of ribbon has almost entirely dropped off.

workers reiterated their demand for week work, and the employers' association demanded straight piecework. In the first instance¹³ the demand, made at the beginning of the spring manufacturing season, was as follows:

1. That the third-class hourly minimum guaranty of 80 cents be reduced to 70 cents, a 12½ per cent reduction.
2. That the second-class hourly minimum guaranty of 87½ cents be reduced to 80 cents, about a 9 per cent reduction.
3. That the first-class hourly minimum guaranty of 95 cents be reduced to 87½ cents, or about 8 per cent reduction.
4. A general reduction of 10 per cent on all piece rates.

This reduction was requested by the employers' association on the following grounds:

(a) It is the tendency of the times, by which is meant the demand on the part of the buyers and consumers, for lower prices. The only way that lower costs can be attained is by wage reductions.

(b) Such reductions have and are being made in nearly all manufacturing lines, even in those in which the Amalgamated is prominent.

(c) Reductions have admittedly been made and accepted in the silk-ribbon branch of the industry.

(d) More favorable terms have been granted by the union to a New York manufacturer than have been granted to manufacturers in the agreement.

(e) The guaranteed rate to minor weavers in Class III is far beyond their earning power, in many cases causing considerable excess¹⁴ payments and consequent losses to manufacturers.

(f) In many cases the guaranteed wages and the piece rates on certain grades of goods are far in excess of what is paid in nearby cities for similar work. This large difference is driving these classes of work out of the metropolitan district where they have been made for many years. This means idle looms, loss of orders and business for the manufacturers, and unemployment for such weavers as are fitted for the work.

(g) Lowered cost of living.

(h) Although the reduction in wages requested would lower the cost of production by a small percentage, yet this small percentage in the total would be an important factor since it would be the margin which would enable employers to take orders which they were compelled to refuse under the existing rate.

The union argued, first, that notice of the proposed change in the scale was not made until one week prior to April 1. The first hearings were held April 14. Since the manufacturing season begins April 1, the manufacturers must have already set their prices for their goods for the six-month season beginning April 1, and such prices must have been based on the prevailing wage scale. To reduce this wage scale therefore would only provide excess profits for the manufacturers.

With respect to the general tendency to reduce wages, the union called attention to the fact that where wages were being reduced they were much higher than those received by the silk-ribbon weavers, and examples of wage rates in various industries were cited in support of this contention. Wages of shoe workers, mine workers, and railroad workers had not been reduced, the union asserted. In the cases of certain woolen and worsted mills in New England and a number of silk mills in Hudson County, N. J., there had been increases which wiped out the former reductions. The union argued further that even though there was a tendency to reduce wages in some industries, that did not establish that it was a proper time to reduce wages in the silk-ribbon industry; that ribbons being a luxury, it

¹³See case No. 34, pp. 82-84.

¹⁴The amount by which the guaranteed minimum exceeds the amount earned at a piecework rate is known as the "excess."

did not necessarily follow that reduction of wages in industries manufacturing necessities should be followed by a reduction for the silk-ribbon weavers; neither did it follow that if there should be a necessity for wage reductions the following October, such reductions should be made four months before that date. For a period of six months or more during 1920, when living costs were steadily rising, the union had waited for a decision on the wage-payment question and at the end of that time a decision was announced which gave no increase in pay whatever to the third-class weavers and only a slight increase to other classes.

The union denied the statement of the manufacturers that more favorable terms had been granted to other shops in the market under the control of the union, and asserted that there had been no general downward revision of wages in the Paterson silk-ribbon market, the principal competitive market for silk ribbons; that such reductions as had been made were slight and only on the cheaper grades of goods; that the competition of this market had existed for years, and that during that time the shops in the New York market had not had to operate at a loss.

The union pointed out that something had to be done to increase or at least to keep up the supply of trained weavers in this market. Capable young men could not be induced to enter such apprenticeship under the plan then being worked out by the trade council unless the wages approximated in some degree those paid in other skilled industries.

The workers' brief stated that the minimum guaranty of \$35.20 was not too much to pay any qualified weaver; that considering the number of weeks' work obtained in this market, the guaranteed earnings of a third-class weaver would average about \$30.80 per week. The fact that a great many of the third-class weavers were not earning their minimum the weavers ascribed, in part at least, to the fact that the piece rates on their work had not been properly set.

The union answered the employers' argument with respect to the effect of a reduction of labor costs upon operating expense by pointing out that, since the union had no way of knowing the amount of profit the manufacturers were making, they could not argue the question as to whether or not it was possible to make a profit on the class of goods the employers had in mind. But, it contended, the wages of the weaver constituted less than one-fifth of the manufacturing cost and a reduction of 12½ per cent on this cost would not appreciably help the manufacturers in meeting competition.

The chairman, in making this first decision on the wage question after the initial settlement of the problem, called attention to the great opportunity which the collective bargaining agreement afforded for the more flexible handling of all matters in dispute. Under the old methods, "whenever a settlement of a question was made, the points of that settlement, regardless of the varying conditions which followed, held good until some extraordinary pressure, a strike or a lockout, brought about a change. Under the new machinery of collective bargaining emergencies may be met by a decision which need be kept in effect no longer than the emergency requires." He also called attention to the fact that during the first year of the agreement manufacturing costs to the firms coming under the agreement had been lower than they otherwise would have been had the usual strikes

and stoppages occurred, and that the yearly earnings of the weavers had not decreased.

In his decision the chairman was influenced by the fact that, owing to the tardiness of the notice for revision of the wage scale and the time consumed in the hearings, the season was already advanced and the time before the beginning of the new season when the whole question of wages might be reopened was considerably shortened. The fact that both parties agreed that the factor of competition, nearly eliminated during the period of high prices, was again asserting itself, especially in the market for the cheaper grades of ribbons, also received his consideration.

After consideration of all the factors involved, and after personal investigation, the chairman decided that there was no justification at that time for a general decrease in the guaranteed minimum wage rates, but that certain readjustments were necessary to meet the immediate requirements of the situation. The employers showed to the satisfaction of the chairman that they were not manufacturing, and could not manufacture, certain grades of ribbon while paying the rate of wages called for under the agreement, and compete with other firms and markets where wages on this class of goods were considerably lower. To enable manufacturers to make this grade of goods, the chairman ordered two readjustments:

First. During this emergency and to meet the present close competition, it is ordered that for the time being hard or raw silk ribbon may (under certain conditions) be made on two looms. No two looms shall exceed a total of 1,354 lignes and no ribbon so made shall be wider than 21 lignes and shall have all raw silk filling. No rate lower than $87\frac{1}{2}$ cents an hour shall be paid on any two looms mounted under this decision. This means that a third-class weaver while working on two looms shall receive $87\frac{1}{2}$ cents an hour but will revert to his regular minimum when he goes back on one loom.

Second. Investigation shows that a considerable percentage of the cheaper grade of ribbons is made in this market on so-called automatic high-speed looms. Therefore, for the present, work done on automatic high-speed looms may be paid for at a rate of $12\frac{1}{2}$ per cent below the minimum guaranty of the worker. This does not mean that there is to be any change in the class of the weaver. A worker, if employed on an automatic high-speed loom, may receive, while working on such loom, $12\frac{1}{2}$ per cent below his minimum guaranty, but when he is transferred to any other kind of loom he immediately reverts to his usual minimum. In other words, the percentage of reduction is for such work as is done on automatic high-speed looms and does not affect the worker when working on any other kind of loom. Also, this reduced rate shall not apply to any ribbon made on two looms. Further, it is the sense of this decision that this reduction on automatic high-speed looms obtains only where the lighter draft ribbons are made. Where the heavier draft ribbons are made on automatics the usual rate shall be paid. To decide the dividing line between "heavy" and "light" draft ribbons is purely a technical question. Therefore, the chairman leaves to the trade council the setting of this dividing line.

The looms here referred to as "automatic" the chairman interpreted as being the automatic high-speed looms made by certain firms. In case of disagreement between the price committee and the management as to the kind of loom falling under the designation "automatic," such disagreements were to be referred to the impartial chairman for settlement. This decision became effective June 1, 1921.

The question arose later, in the application of this decision, as to whether the $12\frac{1}{2}$ per cent reduction referred to the minimum only, or whether it referred also to piece rates. The chairman interpreted the decision to mean that the reduction referred to the minimum only, and limited his jurisdiction to the guaranteed minimum by his statement that the chairman had nothing to do with individual piece rates

in individual shops until such matter was brought before him through the failure of the price committee to reach an agreement.

The next request for a revision of wages¹⁵ also came from the employers, who asked that the following decreases take effect at the beginning of the next manufacturing season (October 1, 1921): Weavers receiving the minimum guaranty of 95 cents to receive 81 cents; those receiving the minimum guaranty of 87½ cents to receive 75 cents; and those receiving the minimum guaranty of 80 cents to receive 68 cents. In addition to this wage reduction, extension of the plural-loom system was requested. The weavers restated their former demand for week work and two classes of weavers, one to be paid \$40 and the other \$45 per week.

Hearings on these requests were held by the trade council, and briefs and verbal arguments presented. The employers urged the necessity for wage reductions on the ground that (1) reductions were being made in practically all other industries, and (2) that competition with other firms in New York and other markets necessitated a lowering of labor costs. To substantiate their first contention they cited specific instances of wage reductions in the silk and other textile industries and in other trades. With respect to their second contention, the employers stated that they were handicapped not only by the guaranteed minimum wages but also by the fact that they were competing with centers where straight piecework and lower rates prevailed; that other ribbon manufacturers had the advantage not only of the lower rates but also of longer hours and the plural-loom system on certain classes of work; that the small group of manufacturers working under the agreement did not feel that they could stand alone in maintaining high wages as against practically all of their competitors in New York and other markets.

The union urged again the demands they had made since the agreement was signed, namely, the institution of week work with two classes of weavers, to be paid \$40 and \$45 a week, presenting the same arguments as in previous wage cases. In answer to the employers' arguments for general wage reductions the union cited numerous instances in which wages had not been reduced, and stated that in many cases where reductions had been made wages were yet higher than those of the ribbon weavers. They further insisted that specific reasons should be given by the manufacturers requesting wage reductions, rather than the mere fact that other manufacturers were cutting wages. While admitting that some reductions had been made in the Paterson ribbon mills, they insisted that such reductions were on the cheaper grades of ribbon only. With respect to the competition of the Pennsylvania market the union pointed out that such competition had always existed and that the New York market had the advantage of better production. To the employers' claim of no profits or very low profits the union answered that the employers had submitted no figures in relation to this matter, and as to the employers' assertion of being handicapped by competing with other centers where piecework prevailed, it contended that the workers in this market have just as great an incentive to production, and for the reason that piece rates accompany the minimum guaranties and that most of the weavers earned more at the piece rates than their minimum.

¹⁵ See case No. 36, p. 85-87.

The employers contended that the market was very depressed and that prospects for the coming season were very poor. To the union argument that reports in the trade journals indicated an upward tendency in the market, the employers insisted that in their plants no such tendency was indicated.

The union directed attention to the fact that the decline in the cost of living had been arrested and noted the tendency toward increased prices. It was pointed out that rents in New York were abnormally high, with no hope of decrease, but rather an actual prospect of increase.

With respect to the request for extension of the plural-loom system the union called attention to the fact that the plural-loom system was in very bad repute with organized workers everywhere, and reminded the trade council that previous awards of the impartial chairman on this question had been emergency measures.

The vote of the trade council on the wage question at this time resulted in a tie, and decision was left to the impartial chairman. In view of the confusing and conflicting evidence presented at this time the chairman made a personal investigation in the principal competing markets. In Paterson, N. J., he found that although there had been no formal reductions of wages made in the mills making the better grades of ribbons, there had been a process of "nibbling," whereby the rates on new jobs during the preceding months had been lowered. Reductions averaging about 10 per cent had taken place in some of the mills making medium and cheap grade ribbons. In Allentown, Pa., where the weavers worked 54 hours per week and rates were normally lower than in New York, there had been a general reduction of 20 per cent in the piece rates on all grades of ribbon. In Stroudsburg, Pa., there had been reductions since the preceding January of 30 per cent. Union organization had made very little headway in these markets. Some of the mills in Paterson were organized and a few of the mills in Allentown had some organization, while Stroudsburg was unorganized. The plural-loom system was found to exist in all these markets.

In his decision the chairman decided against the institution of the week work system at this time, stating it to be his belief that it would not be wise to make the change during the prevailing depression.

If after proper discussion, such change was decided upon, it should be instituted under more favorable conditions than now obtaining. Moreover, the instituting of a new wage payment plan means the changing of a very fundamental thing, and should only be done after the fullest and most careful consideration. A change in the method of payment should be considered on its own merits and those merits should not be clouded or mixed up with the question of an increase or decrease of wages.

In view of the state of the market and the fact that the improvement hoped for, when requests for reductions the previous season had been denied, had not materialized, the chairman ordered the following readjustments in the minimum guaranties for the three classes of weavers: For first-class weavers from 95 cents to 90 cents; for second-class weavers from 87½ cents to 80 cents; for third-class weavers from 80 cents to 74 cents.

Adjustment of piece rates to meet the changes in the minimum guaranties was left to the price committees in the different mills, so that individual adjustments rather than a uniform percentage reduction could be made on the piece rates. Such reduction, however,

was in no case to be greater than the average reduction granted on the minimum guaranty, namely 7 per cent. In view of the reduction of the minimum guaranties in this decision the reduction of 12½ per cent granted on work done on automatic looms in the previous wage decision was changed to 8 per cent, with the qualification, however, that under no conditions was any minimum guaranty to go below 70 cents.

With respect to the extension of the plural-loom system the chairman denied the limit requested (1,600 lignes) but increased slightly the ligneage permitted in his previous decision (case No. 34), making the limit which could be made on two looms 1,440 instead of 1,354 lignes. He removed the restrictions as to combinations of widths on two looms, but limited the plural-loom system to light-weight ribbons of certain specifications, as to filling, reeding, picks, etc.¹⁶

In this decision the impartial chairman called the attention of the trade council to the inadvisability of requesting in one decision rulings on wages, methods of work, and the method of payment. "When they are drawn together in one decision any one of the subjects is likely to be unduly affected by the ruling necessary to be made in the others." This decision became effective on October 3, 1921. No wage revision was requested in 1922.

In the spring of 1923, however, the workers again presented their demand for straight week work with two classes of weavers. They pointed out that there was a growing discontent over the method of setting the piece rates because of the lack of a sound basis for the determination of such rates and because of the fact that the weaver members of the price committee were not always shown the calculations through which the rate was arrived at. They contended that the rates were frequently set so low that the weaver could not earn his guaranteed minimum and that by the practice of some of the mills in writing "excess" across their pay envelopes the weavers were made to feel that the excess was a "charity," when, if the rate had been properly set, there would have been no "excess." They argued that the proposed rates were not too high because of the improved condition of the industry and the necessity of attracting young men to the trade.

Employers asked for straight piecework on the ground that the guaranteed minimum put an undue burden upon the manufacturers under the agreement by increasing the cost of production and by the uncertainty of labor costs. They claimed that their experience and the experience of others bears out their conclusion that the cost of production becomes higher as soon as any form of guaranteed wages is established. They pointed out that the minimum guarantee does not obtain in other New York mills and that the weavers in other mills exercised little or no control over piece rates, and that they therefore had to compete with manufacturers paying straight piece rates, set in most cases directly by the employers, often in shops working a 50-hour week or longer.

The employers quoted from union publications to show that "it was admitted that the wages in Allentown were 40 per cent below the wages obtaining in this market." They also gave quotations from the newspaper reports of a speech delivered in Allentown by a union speaker from this district, in which it was declared that "in the New

¹⁶The entire question of the plural-loom system is treated in greater detail on pages 41 to 48.

York silk-ribbon market the textile workers have established conditions that are the best in America."

In reply to the union request for week work they quoted the section of the agreement providing that "every wage scale shall be accompanied by a scale of production."

In reply to the employers' request for straight piecework the union cited the impossibility of setting proper rates under the prevailing system of calculation and argued that such a system would cause even more argument and dissension than was created by the existing system.

The chairman denied both requests on much the same grounds. "If the weavers are not to have week work because there is as yet no established scale of production, the same reasoning must hold good against a request for straight piecework." * * * "In order that the weavers may be protected from badly set piece rates and from rates which have not been set collectively, the minimum guarantee must be retained." He suggested immediate action by the trade council looking toward the design of some method of establishing the wage and production scales.^a

When the twisters came under the agreement in February, 1923, the request for wage revision was handled by the trade council without reference to the impartial chairman. The council unanimously voted an increase to the twisters of 7½ per cent, restoring a wage cut of October, 1921. This was the only wage case upon which the trade council reached a unanimous decision. Such unanimous agreement upon a wage issue is also somewhat unique in collective bargaining.

DECISIONS ON PIECE RATES.

Four cases relative to changes in piece rates were appealed to the impartial chairman. Of these four cases two came up for decision after the ruling of the chairman setting up price committees to deal with this matter. In one of these later cases the chairman found that the difficulty was due to the fact that the procedure determined upon relative to fixing piece rates had not been followed.

In the first case, decided June 4, 1920,¹⁷ a weaver complained that the rate on the fancy pattern he was weaving was too low, basing his contention largely upon the fact that he had not been able to earn a bonus although he had been on this work for several weeks, and on other work he had usually earned a bonus. The chairman found that the setting of the rate had been done very largely by comparing the pattern with other similar patterns on which rates had already been set. Discussion resulted in the decision of the chairman and the agreement of the firm that a new and higher rate should be set for this pattern. This case and a similar one decided October 8, 1920,¹⁸ in which the rates set for three jobs were in question, convinced the chairman of the necessity of the appointment of committees having special knowledge of piece rates and representing the firm and the union. "Many of the disputes over piece rates are occasioned through clerical errors or misunderstanding of the methods of calculating the rates. To bring all such cases before the impartial chairman will cause considerable delay. The proper func-

^a Decision No. 44, p. 93.

¹⁷ See case No. 12, p. 70.

¹⁸ See case No. 25, p. 73.

tioning of a price committee will mean the disposal of these minor disputes at once and the settling of any necessary readjustments promptly." Therefore in the decision of the latter case the chairman provided for the appointment of a price committee and laid down rules for its procedure, similar rules being laid down for all shops under the agreement by a decision which was rendered about three weeks later.

In the third case¹⁹ the chairman, after going over the calculations and listening to the arguments, confirmed the rates set by the firm. The decision in the last case on piece rates was made on May 24, 1922. The union contended that the price set was too low. Investigation showed that the rate had been calculated from the Paterson Blue Book, with 50 per cent added to the base rate and 4 per cent deducted for picks. The deduction of 4 per cent for picks the chairman found to be an error and due to the fact that the ruling relative to procedure in setting piece rates had not been followed. If the method suggested, that the firm should figure out the price on a new job and turn over the detailed figuring to the weaver members so that they could determine how the price was obtained, had been followed, "it is very probable that the weaver members would have discovered that it was an error to deduct the 4 per cent for picks."

CLASSIFICATION OF WEAVERS.

When the agreement went into effect the weavers in three of the mills concerned were classified into three classes, with a minimum wage established for each class. In the fourth mill no such division obtained, all of the weavers receiving a minimum wage equal to that of the third-class weavers in the other shops. The minimum rates at this time were 90, 85, and 80 cents for the first, second, and third classes, respectively. There was no clearly drawn distinction between the classes, however. A first-class weaver in one factory might be classed as a second or third class weaver in another, the difference depending upon the quality of goods produced and the standards of the mills. Nor had it been possible to define the classes in a single shop. A first-class weaver might have a high record of production on one loom, but if placed on another his production might run low although he worked equally hard, individual reactions as well as physical circumstances over which the individual had no control often affecting the output to a considerable degree. The inequalities in the classification of the weavers were clearly brought out in the preliminary study on the basis and amount of compensation of weavers provided for in the agreement and presented to the chairman in 1920. Information obtained at this time for 229 weavers employed in the three mills where such classification obtained showed that while of this number only 29.7 per cent were in the first class, 58.5 per cent, or nearly twice as many, were earning the first-class minimum or more. Table 3 indicates the number and percentage of weavers in each of the three classes and the number and percentage earning the first-class minimum.

¹⁹ See case No. 28, p. 80.

TABLE 3.—NUMBER AND PER CENT OF WEAVERS IN EACH CLASS IN SPECIFIED MILLS AND OF THOSE EARNING THE MINIMUM OF THE FIRST CLASS.

| Classification of weavers. | Mill A. | | Mill B. | | Mill C. | | Total. | |
|--|----------|-----------|----------|-----------|----------|-----------|----------|-----------|
| | Num-ber. | Per cent. |
| Weavers in Class I..... | 21 | 25.6 | 10 | 33.3 | 37 | 31.6 | 68 | 29.7 |
| Weavers in Class II..... | 33 | 40.3 | 7 | 23.3 | 43 | 36.8 | 83 | 36.2 |
| Weavers in Class III..... | 28 | 34.1 | 13 | 43.4 | 37 | 31.6 | 78 | 34.1 |
| Total..... | 82 | 100.0 | 30 | 100.0 | 117 | 100.0 | 229 | 100.0 |
| Weavers earning minimum of Class I (90 cents an hour or over)..... | 66 | 80.5 | 15 | 50.0 | 53 | 45.3 | 134 | 58.5 |

This division of weavers into three classes, says the preliminary report of the study conducted by the chairman under the provisions of the agreement, "is more responsible for jealousy among them than any other factor, for, in the absence of any clear-cut definition of the three classes of weavers, the classification is, and must be, in many instances arbitrary, and the nequality among the weavers, affected by the classification, is of more serious consequence than the inequality due to difference in skill. The placing of a weaver in the third class automatically places him into a lower-class human being, whose minimum requirement is lower than that of a first or second class weaver. After all, the classification is only a basis for determining the minimum wage necessary for the weaver, and whether one is a poor weaver or an expert weaver the minimum necessities are the same for both."

This question of classification was thoroughly discussed by the trade council, but neither party was able to define a first, a second, or a third class weaver. It was evident that until a study of the differences in productivity among the weavers, as well as the factors which affect output, could be made and a standard of production set, definite lines of demarcation between the three classes could not be determined.* Such a thorough study would obviously consume months and necessitate considerable expenditure, which would have to be borne by the four firms and the three local unions in the agreement.

One of the firms worked out a tentative plan of tests for the first, second, and third class weavers which was used in that shop as a guide in the classification of its weavers. This plan is as follows:

TESTS OF FIRST, SECOND, AND THIRD CLASS WEAVERS.

A first-class weaver should have the following qualifications:

(a) *Knowledge of the trade.*—He should understand the technique of weaving so well that he is able to start any loom on any job within reasonable time, both Jacquard and shaft. As one weaver said, "He must be able to make the loom run and produce." He must be able to go ahead without assistance, other than such as is not strictly within the work of a weaver (such as loom fixing, and twisting-in). He should know how to twist-in (without necessarily having the speed or skill of an experienced twister). If anything goes wrong on the loom, he should be able to find out what is the matter and remedy it. A first-class weaver also keeps such close and careful watch on his work and his loom so that he avoids smashes, etc., as far as possible.

*The difficulties of the trade council in determining definite lines of demarcation are evident in the recent investigation of the English Medical Research Council (Report No. 17 of the Industrial Fatigue Research Board: An analysis of the individual differences in the output of silk weavers), which concludes from its analysis of individual differences of silk weavers that there is no definite line of demarcation between good and bad weavers, "the two classes merging into one another by insensible degrees."

(b) *Quality of production.*—He must turn out clean work with no imperfections (no seconds) that could have been remedied by the weaver.

(c) *Quantity of production.*—He must have good production on easy jobs and fair production on difficult jobs. In measuring the amount of production in terms of piece rates, due consideration must be given to conditions other than the weaver's ability, which may materially affect the yardage, such as (1) condition of the silk (dye, age, stickiness, etc.); (2) preparatory work, such as warps, filling and twisting-in; (3) condition of harness; (4) condition of loom. All these factors, as well as the weaver's ability, affect the speed at which the loom can be set, as well as the frequency of stoppage.

(d) *Attitude toward work.*—He should be punctual, regular in attendance, steady, able to work harmoniously with others, and interested in his work. (These attributes do not make better weavers but do aid in the discipline and organization of the workroom.)

The third class would include the following:

1. Weavers who can not start up a loom without assistance, and who constantly need help in the running of their looms.
2. Weavers who can be put only on easy jobs, even though their production on such easy jobs is good.
3. Weavers who turn out seconds and imperfect or dirty work.
4. Weavers who are not punctual, irregular in attendance, and not steady.

A second-class weaver does not meet all the qualifications of a first-class weaver, but is better than a third-class weaver. He must understand the technique of weaving so that he can start a loom alone, or with very slight assistance. He may not necessarily be able to work on all jobs, but his production is good on those that he can handle.

The chairman ruled that the three-class system be installed in all the shops under the agreement, and provided that all questions concerning reclassification be first submitted to the price committees. Although the decision of the impartial chairman retained the three-group classification of weavers, certain inequalities were done away with and objections to this classification eliminated. The basis upon which the rates were determined was made more definite and more uniform in the four shops. Machinery for reclassification and a means of adjusting complaints were provided. It was agreed that new employees should be put in the third class. After a trial period they were at liberty to ask for reclassification, and it was one of the duties of the price committees to hear such petitions and to make such adjustments as might be possible. The plan for submission of reclassification questions to price committees, however, did not work out well and was later abandoned, and such cases went through the regular process of adjustment.

It was arranged that weavers might pass from a lower class to a higher one and vice versa, according to the amount of their production and the quality of their work. To first-class weavers were assigned the more intricate patterns; to the second class, the less difficult ones; and to the third class the relatively simple patterns, each class receiving the piece rate appropriate to the pattern on which he worked. If the weaver continually failed to earn his minimum on the pattern assigned the matter was investigated. If the reason for his failure was a machine factor, i.e., a faulty harness, poor warps, etc., it was remedied if possible. If the fault could not be remedied after the loom was set up, record was made of the difficulty and it did not count against the weaver's record. Allowances were sometimes made to weavers who ordinarily produced above the minimum and who through no fault of their own were unable to make their full production.²¹ If the fault was with the piece rate—it sometimes happened that the rate was too

²¹ See case No. 19, p. 72.

low—an appeal for readjustment was made to the committee. Upon continuous failure to earn the minimum on one loom, a weaver was sometimes given another loom on which he might prove to be quite efficient. Continued low production sometimes resulted in the reclassification of the weaver in a lower grade.

Fifteen requests for reclassification were decided by the impartial chairman. Since there was no definition of first, second, or third class weavers the chairman found it necessary in each case to consider in detail the evidence as to the qualifications of the particular weaver. In five instances²² the request of the weaver for reclassification in a higher grade was granted. In four cases²³ it was denied. In doubtful cases it was the policy of the chairman to recommend that the weaver be allowed further time to justify his claim, that a closer record of the weaver's work be kept, and to provide for a reopening of the case at some future date in case of disagreement. Six of the 15 cases²⁴ were disposed of in this way.

A later reclassification case^a is of interest. A second-class weaver who had been with the firm for about 14 years asked for reclassification on the ground that his output as well as the quality of his work merited it. Investigation showed that there was no complaint about the quality of his work, that the weaver was careful and took considerable pride in his work. The management's objection to his reclassification was based on the ground of quantity of production, because he was unable to overcome loom difficulties. It was contended that a first-class weaver should be able to overcome these difficulties and keep up production.

An examination of production records showed that the weaver, together with six first-class weavers, had previously worked on the same pattern for a period of about 20 weeks. During this period the average production of the weaver had been slightly above the total average of the six first-class weavers and only slightly below the total average of the two weavers considered the best in the mill.

The request of the weaver for reclassification was granted.

Allied to reclassification cases have been those relating to requests of employees for back pay for time lost pending reclassification. Three cases of this sort were decided by the impartial chairman. The first decision²⁵ concerned the request of a weaver who when hired had been put in the third class. Three weeks later he was transferred to the first class. He requested first-class pay from the time he was first hired. A few days after this weaver was hired an agreement was entered into between the firms and the weavers to the effect that when a weaver was employed he should be placed in the third class and the firm should give him a try-out of two weeks before deciding whether any change of classification should be made. The chairman decided that in view of this agreement the man should have been given his classification at the end of two weeks and that his first-class pay should begin at that time.

In the second case²⁶ the chairman denied the request of a weaver for back pay. In this case the weaver asked for reclassification some

²² See cases Nos. 1, 2, 3, 17, and 45, pp. 69, 72, and 95.

²³ See cases Nos. 6, 7, 13, and 16, pp. 69, 70, and 71.

²⁴ See cases Nos. 4, 5, 14, 15, 18, and 43, pp. 69, 71, and 92.

^a See case No. 45, p. 95.

²⁵ See case No. 3, p. 69.

²⁶ See case No. 9, p. 70.

time in February, prior to the time the collective bargaining agreement was concluded, and was told at that time to await the settlement of a discussion then going on between the firm and the weavers. This discussion led to a strike and the weaver did not return to work until April 12. He did not again ask for reclassification until May 6, at which time he was rerated and placed in Class I. The chairman found no justification for his request for back pay from April 12, when he returned to work, and it was therefore denied.

The third case²⁷ involved the confirmation by the impartial chairman of an agreement regarding back pay, entered into prior to the signing of the agreement.

These three cases were all decided on the same day, May 20. They evidently helped to establish shop practice in this respect and later cases were decided within the shop. At any rate no further requests of this nature came before the impartial chairman.

HIRING, DISCHARGE, AND DISCIPLINE.

Some of the most frequent causes of ill feeling between workers and management in all industries arise from problems of hiring and discharge. The employer is often impatient of interference with the disciplinary power he exercises over the workers by his authority to hire and fire, and the workers are often oversuspicious of discrimination against their organization. The silk-ribbon industry is no exception, but the parties to this agreement attempted to avoid possibilities of ill feeling from this source by laying down in the contract definite regulations governing these relations.

The principle of the preferential shop prevailed, preference being given in hiring and discharge, and in the distribution of work to the members of the Amalgamated Textile Workers. The maintenance of this principle was safeguarded, and discrimination against the union, as well as misuse by the union of its advantage, was prohibited by the limitation of the power of each of the parties and the disciplinary power granted the impartial chairman.

Employers in need of weavers notified the union of the number and kind of weavers desired and the union was given 48 hours in which to furnish them. If for any reason it was unable to furnish the weavers required to the satisfaction of the employer, the employer was at liberty to secure them elsewhere. The time limit could be extended by the chairman, but in no case beyond one week. Favoritism in the apportionment of weavers among employers, in case the request for weavers exceeded the number the union could supply, was prohibited. The obligation of the union to furnish responsible weavers was made more certain by the fact that the employer had the power of discharge within the trial period and by the provision in the contract which made the union responsible for absences. The latter provision reads as follows:

In the event that a weaver stops work or fails to appear for work for reasons which the impartial chairman finds insufficient, such weaver may be ordered deprived by the impartial chairman of his membership in the union and such weaver and the A. T. W. of A. or the local union shall be subject to such penalties as may be imposed by the impartial chairman.

²⁷ See case No. 10, p. 70.

Absolute authority of the management in hiring was further limited by the provision that no weaver who was previously a member of the union and subject to discipline under its rules could be employed until he had been reinstated in good standing.

The restriction of its membership by the union through the imposition of excessive assessments or initiation fees, sometimes charged by employers as a union method of restricting labor supply, was prohibited by the provision that the impartial chairman should have full power to order variations of the amounts and the dates of payment of initiation fees, assessments, and penalties.

The absolute right of the employer to discharge was limited by the provision that a weaver who felt himself unjustly dismissed might appeal for a trial to the impartial chairman, who could reinstate him with full pay for time lost unless the employer could show just cause for such dismissal. The impartial chairman was empowered to consider and make rulings as to the justification for discharges.

The agreement gave the employer full power to discharge a weaver without recourse within a period of two weeks after he was hired unless discrimination against the union could be proven.

An interesting case of alleged discrimination in the discharge of a weaver after two weeks' employment arose under the agreement.²⁸ This was the case of a weaver who, the firm alleged, failed to earn his minimum and whose production, compared with that of other weavers on similar patterns, was so low that the firm felt it was not justified in retaining him. The union charged discrimination. The investigation showed that the weaver had not done any weaving for about a year and a half prior to his employment. The records showed that he had been handicapped by trouble with his eyes, by the effect of the humidity upon the silk, and by loom trouble. The records of weavers hired within the five months previous to this dismissal and the production records of weavers retained and dismissed as well as their union affiliation, were examined. The chairman found that on the ground of production alone the firm was justified in discharging the weaver, but stated it to be his belief that in view of the circumstances under which this weaver took up the work, the two weeks' period had not been a fair trial.

As, however, the agreement allows a firm to discharge a man without recourse within a period of two weeks (unless discrimination is proved), the firm in this case was within its rights. The chairman, however, believes that this case very clearly proves that two weeks is too short a time in which to give a weaver a fair trial. It is therefore suggested that an amendment to the agreement be made by the trade council giving a weaver a longer period of time for trial.

The decision in a later case of alleged discrimination is indicative of the part shop management methods may play in controversies of this sort, as well as the rôle of the impartial chairman under the agreement. In this case two weavers who had been employed by the firm in question for little more than six years were given looms mounted with a pattern not usually made in the mill. One of the weavers averaged 4.24 yards per day and the other 4.67 yards per day. The firm was not satisfied with this production and laid the men off. The looms were then tried out by members of the management, one of whom made 8 yards per day, and the other 4 yards in 3½ hours. In this case the chairman felt that the firm was justified

²⁸ See case No. 24, p. 77.

in taking the weavers off of these looms, but objected to the lack of tact displayed by the management in handling the case. "The weavers were not shown in full detail their production for the past two or three weeks so that the matter would have been clear to them. Nor were the weavers told that it was expected that they would shortly be given other looms mounted with the standard sort of ribbon on which they had worked before. Naturally, these weavers, not knowing when they would be taken back and not having a full explanation of why they were laid off, felt that they were discriminated against." The weavers involved in this case were greatly dissatisfied with the decision on the grounds of the difficulties involved in weaving this pattern, and the fact that important changes were made in the pattern before the test was made by the management. Discussion of this case furthered the agitation which finally ended in the abrogation of the agreement. The decisions of the impartial chairman on this case (cases Nos. 40 and 40a) appear on pages 89 and 90 of this report.

Case No. 42, which appears on pages 91 and 92, also involved alleged discrimination, and is illustrative of the confused detail and conflicting testimony upon which the impartial chairman was sometimes called to decide a case.

DIVISION OF WORK.

Preference during slack periods when reduction of force became necessary was given union weavers by the provision in the agreement that the first ones to be dismissed should be those who were not members of the union in good and regular standing. These workers were not to be dismissed, however, until their looms had run down.

One case of violation of this part of the contract²⁹ which was appealed to the impartial chairman concerned a loom fixer, not a member of the union, who was given a weaving job while union weavers were unemployed. In this case the loom was prepared by a loom fixer and a weaver. It was the intention of the firm to have the loom fixer run it. He became ill, however, and meanwhile the weaver operated the loom. When the loom fixer returned the firm put him on the job. The union contended that under the agreement the weaver should have had it. The chairman ruled that under the terms of the agreement one of the regular weavers then unemployed should be given the job, but did not specify the particular weaver whom the union felt should have it. "It is the intention of this decision not to restrain the firm in any manner regarding the weaver placed on this loom, except that he must be a weaver or weaver apprentice coming under the agreement and in other respects entitled to the job."

The contract further allowed the impartial chairman to discipline the employer who distributed work during slack periods with the intention of discriminating against union weavers, but did not specify what constituted intentional discrimination.

It was the custom in the mills to take back in the proper rotation weavers who had been laid off, subject, however, to the judgment of the management as to whether or not the weaver whose name appeared next in the list was capable of handling the job which was ready. This practice, the union contended, gave opportunity for

²⁹ See case No. 37, p. 88.

discrimination against competent weavers who were members of the union. In the absence of a definite agreement by the trade council as to rotation, the chairman suggested that individual cases of alleged discrimination should be brought before him, in such cases the chairman to consider that the basic rule of taking back weavers in the order in which they were laid off should prevail, variations from the rule being ordered upon the facts in the particular case. A case of this sort arose in October, 1920,³⁰ when a second-class weaver who had been laid off complained that others had been taken back out of their turn and in preference to him. Examination of the production record of this weaver showed him to be a slow worker. The foreman alleged that in taking on weavers for new jobs he had taken from the list in his proper rotation the next weaver who in his judgment was best fitted for doing the job. Evidence showed that after the complaining weaver's name had been reached seven weavers whose names appeared later on the list had been given jobs. Of the seven all save one were either first-class weavers or hat-band weavers, and in the case of the one exception, investigation showed that this third-class weaver was better fitted for the job than the complainant. "It is therefore decided that up to this date no discrimination against [the weaver] had been shown. It was disclosed, however, by [the firm's] records, that they are about to start a loom for which it is possible that [this weaver] is fitted. It is therefore ordered that [he] be given notice to return to work."

Definite plans for the distribution of work during slack periods which would obviate difficulties of this sort were discussed by the trade council. A promising scheme was being tried out at the time in one of the mills working under the agreement. This plan provided for the replacement, wherever possible, of weavers who had been working for four consecutive weeks by those who had been laid off two weeks or more, and for consultation with the weavers concerning such replacements.

Weavers who have not yet been laid off and who are on looms which have more than four weeks to run are to be replaced for a period of two weeks by weavers who have already had a lay off of as much as two weeks or more. The selection of weavers to be laid off will begin with loom No. 1, omitting looms which have only a short period to run and also passing over looms which are run by weavers who have already had a lay off of two weeks or longer. In every case a weaver must be substituted who is fully capable of running the loom. It is the intention of the management to discuss the details of all replacements with a committee from the weavers.

An official of the firm in which this plan was being tried out stated that while it might mean considerable inconvenience and some loss of production he felt that a more equitable distribution of the work would lead to a better feeling among the workers. In selecting the weavers for replacement, the management found that a committee from the weavers was more careful in selecting men for the operation of certain looms than the management would have been. Some time later this same official stated that instead of production falling off during this experiment, as had been expected, there was a slight gain.

Discussion among the employers showed a variance of opinion as to the practicability of this scheme. It was decided, however, that with some modification the plan could be worked out in the other shops. The chairman suggested that any arbitrary waiting list might have

³⁰See case No. 26, p. 78.

to yield to such exigencies as length of service, adaptability to the particular job, proximity of the worker to the mill, number of dependents, etc.

The plan was considered from the point of view not only of justice to the workers but also of advantage to the employer as a method of keeping his work force intact, as one of the serious effects of an industrial depression is the difficulty in reassembling, in an active labor market, an adequate labor force, especially for work which requires skill.

The plan for division of work during slack periods was not in operation long enough to determine its effect upon the stability of the labor force, but one employer expressed the opinion that he did not anticipate that the difficulty of reassembling the work force in the weaving department, where division of work had helped to keep the force pretty well together, would be as great as in other departments where no such plan had operated.

DISCRIMINATION.

Discrimination against any individual or party affected by this agreement was prohibited and discipline of the offending party provided for. Employers were prohibited from discrimination against union members in hiring, firing, division of work, and provision made for appeal from their decisions. The union was forbidden to show favoritism in furnishing weavers or to restrict the available supply of workers, and was made responsible for the kind of workmen provided. Unfair dealing between union and nonunion workers was prohibited by the disciplinary power granted the impartial chairman to discharge an employee not a member of the union who endeavored to undermine the employment of a union member and to discipline a member of the union who endeavored to undermine the employment of a nonunion employee.

THE PLURAL-LOOM SYSTEM.

One of the most critical problems which arose under the agreement was the controversy over the simultaneous operation of two looms by one weaver. The weavers had fought against the plural-loom system for years and had succeeded in eliminating it in union shops, except on very narrow widths. The maximum ligneage made on two looms when the agreement was signed was 1,212 lignes and the ribbons made on these looms were less than 1 inch wide (usually combinations of 7 lignes and 10 lignes). The weavers based their objections to the system largely on the excessive physical exertion demanded, and the attendant nervous strain on the weaver who must watch two looms at the same time.

Soon after the agreement was signed one of the firms requested that one weaver be allowed to work two looms on a certain quality of lightweight raw silk ribbon, the total ligneage or width of the ribbon on the two looms not to exceed 1,600 lignes.³¹

The employer argued that he was unable to compete with other firms making the same quality of ribbon and working under the plural-loom system, and unless a greater ligneage could be allowed, he would

³¹ See case No 21, p 72

have to discontinue making this kind of ribbon in the union district. Since the ribbon was to be made from hard or raw silk, which is much easier to weave, the employer felt that 1,600 lignes was not excessive.

The union stated its objection to the plural-loom system on principle, and while it admitted that a total ligneage of a little less than 1,300 was at that time being run on two looms without objection, it objected to a greater ligneage on the ground of injury to the health of the worker. While the ribbon in question was easy to weave, the union felt that there would be a tendency to put a heavier load on a weaver working on two looms and therefore it was necessary to limit the amount.

This question was submitted to the trade council, which passed a resolution authorizing the impartial chairman to appoint a committee of five, two from each side and a consulting member from outside, to investigate and collect data on plural-loom practice in other markets and on the wages paid for such work. Four centers were investigated, New York, Allentown, Stroudsburg, and Paterson. Subcommittees were sent to various shops in these markets, the employer members interviewing employers and the employee members of the committee the employees. It was found that the mills visited in New York and Allentown were not producing on two looms ribbons of the quality under dispute, but that in Allentown ribbons heavier than that in question were being made up to about 2,000 lignes. Ligneage in the New York district on the heavier ribbons ranged from 1,000 to 1,450 lignes. In Stroudsburg ribbons similar to those under discussion were being made on two looms and the ligneage ranged from 1,000 to 1,738. Nonunion conditions prevailed here, however, the weavers working 50 hours a week on piecework. In Paterson, mills making the same quality of ribbons were not running two looms on this work; on the single looms, however (double deckers with three harnesses), the ligneage ranged from 1,440 to 2,200. Weavers in this city were working 44 hours at 90 cents per hour during the day shift and 95 cents per hour on the night shift.

In January, 1920, prior to the signing of the agreement, the union had passed a resolution to the effect that no member of the organization would work on "two No. 5's or over," the purpose of the resolution being to restrict the amount of work done on two looms to that which was being done on a No. 3 (7 lignes) and a No. 5 (10 lignes). When it was passed the union had had under consideration a higher grade of ribbon. The resolution did not take cognizance of the fact that a much heavier ligneage could be worked on a No. 3 and a No. 5 loom than was being worked at that time, nor did it specify any particular quality of ribbon. The union members of the trade council felt bound by this rather vague resolution.

Discussion in the trade council meetings of the report of the investigating committee brought out the lack of definiteness of the union position and led to the passage of a resolution to refer back to the union the request of the employer that one weaver be allowed to work on two looms, with a ligneage not exceeding 1,600, on the ground that the original resolution took into consideration a higher grade of ribbon and not the quality of ribbon as to which the employer's request was made. This was done with the hope that there might be a compromise between the prevailing practice of 1,212 lignes and

the request of the employer for 1,600 lignes. As a matter of fact, however, it complicated the matter still further.

The union vote on this question showed quite clearly the position of the weavers on the plural-loom question. A resolution was passed fixing the ligneage on the quality of ribbon named by the employer at 1,184 lignes, to be made on looms not larger than a No. 3 and a No. 5, the No. 3 loom to contain not more than 72 spaces and the No. 5 loom not more than 68 spaces. In both cases no higher than a 4-thread silk filling could be used. One hundred and sixty-two members of the union voted for this resolution, while 85 weavers opposed the working of two looms by one weaver under any circumstances. Employers and weavers were thus farther than ever from a settlement and the question was referred back to the impartial chairman.

The agreement provided that the impartial chairman must give due consideration to all of the conditions of employment existing in the industry at the time of the execution of the agreement, but that no practice or custom was to be binding on him.

In his decision the chairman preserved the status quo in so far as the maximum ligneage was concerned, retaining the 1,212 lignes maximum but permitting combinations of looms other than the No. 3 and No. 5 to be worked by one weaver. The actual amount of work possible on such combinations was restricted, however, to what could be done on a No. 3 and a No. 5. The new combination of looms permitted the weaving by one weaver of ribbons of a certain quality up to a width of 25 lignes, providing no two exceeded the maximum of 1,212 lignes.

The decision gave a number of combinations, running from as low as a 2-ligne ribbon up to a 25-ligne ribbon but always keeping within the total maximum of lignes. The quality of the ribbon was defined as 56 reed, 4 single in a dent, coarse size raw silk, not below double extra B grade; silk filling to be 76 picks per inch but not heavier than 4-thread tram.

The decision was limited to the particular mill and to the particular kinds of ribbon specified. "Any variations from any one of the points mentioned covering the quality and kind of ribbon will invalidate that part of the decision enumerating combinations of spaces and lignes."

This decision did not affect wages. It was ordered, however, that the rate to be set on ribbon to be made under this ruling must be announced to the weaver before he went on the job.

The plan announced by this decision, was evidently considered by the chairman to be somewhat in the nature of an experiment. He says: "Under the agreement the weavers do not have to submit to any unreasonable demands, and where reasonable doubt arises they can have the matter adjusted through the impartial machinery. For this reason it is possible to try an experiment which would not be possible under ordinary conditions. And so if at any time it can be shown to the chairman that any of these jobs is too heavy or covers more actual work than should be done by one man, then this decision will be opened for change."

This decision was rendered on August 28. On September 15 a rehearing was requested by the union³² on the ground that not

³²See case No. 21a, p. 75.

enough consideration had been given the existing shop practice. The union emphasized again the seriousness of the effect upon it of any lowering of standards gained through years of organized effort since that meant retrogression for the union.

The fundamental element in the situation from the union point of view "is the struggle in which organized labor in the textile industry has long been engaged, looking toward the complete elimination of the plural-loom system in ribbons. The process by which this goal has been approached has been that of the elimination, one after another, of the various combinations of looms. Of course, the underlying reason for this whole attempt on the part of the unions has been to prevent too much work being done by the weaver or, in other words, to establish a standard of a fair day's work. Now, it is true that in certain instances the work on certain combinations permitted may have been almost, if not quite, as hard as on certain combinations of looms not permitted. Such cases are, of course, bound to happen wherever a gradual transition takes place instead of a violent and radical change. In view of all this, when any new combination of looms is ruled out, this means progress for the union, although in any specific instance the amount of work done by a weaver may be diminished only by very little. Contrariwise, whenever a combination of looms that has been eliminated is reintroduced, this means retrogression for the union, even though, again, in any specific instance, the amount of work done by a weaver may be increased by very little if at all."

In answer to this argument the employers contended that the solution of the whole problem had not been approached from the right angle, "for it will be admitted that a weaver may work too hard on a single loom when, for instance, the ligneage reaches about 2,000 on certain classes of goods, while he may have a comparatively easy job on two looms, when, for instance, he works on two looms (e. g., a No. 5 and a No. 3) with a total ligneage of 1,212, this fact being admitted even by the union. The measure of work does, therefore, not lie in the number of looms he runs, but in the number of lignes in his job. We therefore maintain that if the object of the union is the standardization of work it will accomplish its aim by determining the maximum number of lignes a weaver can weave on a given quality of goods and not by prescribing that he must work on one loom only and not on two looms. If it is claimed that a greater effort is required to weave the same number of lignes on two looms than on one loom, then a certain allowance may be made for that by a proper reduction of the number of lignes."

Certain of the combinations of looms permitted by the decision necessitated the cutting out of a number of spaces on each loom for the purpose of making the ligneage come within a certain total figure. This the union maintained would reduce the productive capacity of the mill, to which the employer replied that the decrease in production from this cause would be but slight in comparison with the decrease which would result from a weaver running a single loom instead of two looms.

The employers showed from production figures that no weaver could earn his minimum guaranty on the quality of ribbon under discussion if made on a single loom, and argued that to pay a piece rate on a single loom which would enable him to earn his minimum

would make the cost of this ribbon so high that the firm could not afford to handle it.

The decision in question, the union said, if finally accepted, would place the Amalgamated Textile Workers in an absolutely impossible position with regard to other unions, a number of which exist in the textile industry. "We could not defend the action of such a decision in the New York silk-ribbon market and still maintain our position as a labor organization. * * * In this connection, it is to be carefully noted that in the whole course of the discussion in this matter no single bit of evidence was introduced to show that such combinations as are permitted in this decision on two looms are being operated in ribbon shops anywhere, the workers of which are controlled by any reputable labor organization."

Furthermore it "compels members of the union in the agreement shops to work on combinations of looms which they are not permitted to work on in other shops in this market, which are organized in the same union. It is not necessary to argue at length the serious difficulty which this condition imposes upon the union. The fact that there may be no other union shop in the market at the present time working exactly the same quality of ribbon does not alter the case, since the prohibition against certain combinations of looms in other organized shops would still hold if exactly the same quality of ribbon were to be introduced in them."

The firm contended that to hold to the shop practice prevailing at the time of the agreement would mean stagnation; that prevailing conditions of the market called for a change in a practice which obtained under conditions materially different from those then existing.

The union argued that it had not been demonstrated that this particular quality of ribbon could not be manufactured at a profit without the combinations of looms permitted by the former decision in the case, but even if it were, it would be, to say the least, a doubtful and dangerous procedure to undermine the standards of unionism and the union itself for the sake of permitting the manufacture of a comparatively few yards of a single quality of ribbon. The firm, on the other hand, asserted that the collective bargaining agreement and the growth of the employers' association would receive a serious setback if the decision should be repealed.

The chairman was confronted therefore with a veiled threat on the part of the union to strike and an equally obvious intention of the employer either to withdraw from the agreement entirely or to remove a part, if not all, of the work of his shop from the New York market. Obviously, for the permanent success of the experiment the lesser of the two evils was that which would have the least vital effect upon the collective bargaining agreement.

A rehearing was granted on a point of error in the previous decision and the decision modified, on the ground that at the first hearing not enough weight had been given to the existing shop practice or to the vital effect which a change in such shop practice would have on the industry and on the collective bargaining agreement.

It was brought out at these hearings that for over a year the only combination of looms worked in the factory of the firm involved in this dispute was that of a No. 3 and a No. 5, although it was shown that when the agreement was signed the firm contemplated the

working of two looms on wider widths; also that no other firm under the agreement was working two looms on any widths when the agreement was concluded, although other mills in New York dealing with the union were making a heavier ribbon on this combination of looms.

On October 20, 1920, the chairman rendered a supplemental decision. This ruling did not abolish the plural-loom system nor did it grant the lineage requested by the employers; instead, it reestablished the combination of looms which the firm was operating when the agreement went into effect (i. e., a No. 3 and a No. 5), but permitted the firm to make on this combination other grades of ribbon than the lightweight quality first requested.

The chairman was criticized for modifying his original decision in this matter, but it is quite probable that this action of the chairman saved for the time being the collective bargaining agreement. Discussion again and again of this subject in trade council meetings accustomed each side to the point of view of the other, and although each side felt as strongly as ever the justice of its point of view it was a little more willing to admit that there might be another side to the question. The fact that in emergencies this decision was modified to a considerable degree without apparent discord would indicate that the union was willing to compromise on this question until it could be definitely determined by scientific investigation what limit should be set to safeguard the worker. This decision, as modified, undoubtedly worked hardship to the firm involved and resulted in the transfer of the grade of work in question from the New York union mill of the firm to the Pennsylvania nonunion district. The firm later withdrew from the association and from the agreement.

This decision of the chairman was modified both as to the total lineage and as to combination of looms by six later rulings (cases Nos. 29, 30, 32, 33, 34, and 36).³³

The decision in case No. 29 permitted a total of 1,178 lignes on two looms other than a No. 3 and a No. 5, the one accommodating 58 spaces and the other 66 spaces of $9\frac{1}{2}$ lignes each. This was limited to 48 picks and the price per cut was specified. This decision was granted purely as an emergency measure, in view of the demand for this kind of ribbon in an otherwise generally depressed market. It was understood that when these warps ran down they should not be remounted.

In the decision in case No. 30 the chairman permitted a total lineage of 1,292 on a combination of a No. 1 and a No. 2. This also was understood to be an emergency decision. While there was no restriction on the length of the warps, the chairman reserved the right to reopen this case at any time for further consideration.

When the question of wage adjustment came up in May, 1921, instead of reducing wages the chairman allowed the manufacturers somewhat more leeway in manufacture on two looms during the emergency of a depressed market and the close competition on certain raw silk ribbons, which the employers showed could not be manufactured under the conditions then obtaining under the agreement in competition with firms outside. Under this decision (case No. 34)

³³See pp. 80 to 87.

a total ligneage of 1,354 lignes was allowed. The ribbons were restricted to 21 lignes and the filling to raw silk. The rate per hour on two looms was fixed so that no weaver, regardless of his class, could be paid less than 87½ cents an hour.

In the wage adjustment for the fall season of 1921 the employers again requested a maximum ligneage of 1,600 on two looms. The union called attention to its previous statements on this subject and to the fact that decisions of the impartial chairman lowering the standard prevailing when the agreement was concluded were stated to be emergency measures. The chairman again refused the request for a maximum of 1,600 lignes but increased the maximum fixed by his previous decision to 1,440 lignes and removed the restrictions as to combinations of widths. This number of lignes was allowed, however, only on a ribbon of raw silk warp 20/22 denier, filling 3-thread tram, reed 56/4/1, picks 76.

It is obvious that the question of the plural-loom system was an unusually perplexing one. Under the agreement the impartial chairman must give consideration to all of the conditions of employment existing in the industry at the time of the agreement, although he was not bound by such practice or custom. Throughout it was his position that standards reached by agreement should not be lowered, and any lowering of the standards so set was specifically stated to be temporary and made necessary by the exigencies of the situation.

The chairman recognized that it was one of the principles of the union to restrict work on two looms and stated it to be his belief that there should be such restriction, but just where the line should be drawn was a difficult matter to determine. The union's claim that the plural-loom system is detrimental to the health of the workers undoubtedly is not without foundation, but whether the nervous strain involved in weaving a ligneage of 1,200 on two looms is more detrimental to the health of the workers than a ligneage of 2,000 on a single loom is still a matter for conjecture. There have been no experiments to determine the effect on the health of the weaver of the plural-loom system, and medical opinions on the subject obtained by the impartial chairman differ. There is a wide variance of opinion even among weavers who have had actual experience with two looms.

If the entire ribbon industry had been under the jurisdiction of the impartial chairman, it would have been an easy matter to put all shops on an equal competitive basis, but only a few shops were working under the agreement and these shops had to compete with those employing unorganized workers and having no agreed-upon standards of work.

The employer was undoubtedly convinced that the union was arbitrary in stressing the question of the plural-loom system as a system rather than considering the actual work demanded of the weaver. The union was convinced that the employer was trying to take advantage of the collective bargaining agreement to lower standards, and it must be remembered many of the silk workers had yet to be educated as to the benefits of collective bargaining.

The employer saw the problem from the point of view of the necessity of meeting the competition, in a depressed market, of employers not bound by the restrictions of the collective bargaining

agreement. The weavers had fought for years to eliminate the plural-loom system, and these years of struggle had inured the organization to the idea of the viciousness of the system as a system.

APPRENTICESHIP.

One of the most worth while accomplishments of this experiment in industrial relations in the silk-ribbon industry was the joint working out of the apprenticeship plan. Prior to the outbreak of the European War, the industry had depended largely upon Europe for its supply of skilled weavers. For some time, however, the supply had been gradually diminishing and the war practically cut it off. The question of apprenticeship was not a pressing one so far as immediate harmony of industrial relations was concerned—it was a problem which involved the future of the industry. It is not a usual thing for employers and workmen to work out together problems which affect the future of an industry, but this group of manufacturers and weavers in New York City proved that such cooperation is entirely practicable. They realized that the responsibility for training of new workers in the weaving trade “lies equally with employers and employees.”

The conclusion of this plan illustrates the useful purposes to which the legislative function of the trade council can be put. The plan was worked out step by step in the meetings of the trade council. Each controversial point was thoroughly discussed from the trade and the union angles and a compromise agreement concluded embodying details of a plan whereby the industry could depend upon a supply of home-trained weavers.

The administration of the apprenticeship plan was placed in the hands of a joint committee, consisting of two representatives of the management and two of the weavers in each shop.

Under the plan one apprentice could be employed for every ten weavers or major fraction thereof, this number to be based on the average number of weavers employed in the particular shop during the previous six months' manufacturing period. This proportion was to hold good for two years unless an emergency arose which in the opinion of the impartial chairman justified a reconsideration of the matter. At the end of the two years either party might bring the matter up for discussion in the trade council.

During periods of slack work in which weavers were being laid off no apprentice could be taken on.

To become a weaving apprentice, a person must have had at least six months' experience in the preparatory or weaving departments, for which time he might receive some credit on his apprenticeship period if the joint board so decided. The period of training was three years, with a probationary period of from three to six months, during which time the management determined the fitness of the apprentice for the trade. Such apprentices did not become members of the union until the end of the probationary period, at which time they might or might not become apprentice weaver members of the union.

The apprentices were given an opportunity to work on different looms and on different patterns and were afforded an opportunity to get as wide an experience as the mill afforded. Records of the work of each apprentice were kept by the management. These records showed the progress of the apprentice, interest displayed, punctuality,

quality of the work, speed, etc. The apprentice was to be shown his production records at frequent intervals so as to acquaint him with his progress.

At the completion of his period of apprenticeship the apprentice was to be given an examination by the joint committee, for entrance into the third class of weavers. The elements entering into this examination and the weight given each, together with the percentage necessary to reach the passing mark, were provided for in the plan agreed upon as follows:

| | Total credit, per cent. | Passing mark, per cent. |
|-----------------------------------|----------------------------|----------------------------|
| Starting up loom | 10 | 5 |
| Twisting | 10 | 5 |
| Skill | 40 | 30 |
| Quality of goods turned out | 25 | 20 |
| Speed | 15 | 10 |
| | 100 | 70 |

If an apprentice failed to pass such an examination the joint board had authority to extend the apprenticeship for a period not exceeding six months. The apprentice who successfully passed the examination was given a certificate to that effect, signed by the members of the joint committee.

The wage of apprentices was fixed at 40 per cent of the minimum paid the third-class weavers. Every six months the wage was automatically increased 10 per cent, on the basis of the third-class weaver's wages, unless, because of poor production, irregular attendance, etc., it was not considered justified. In case the apprentice failed to receive such increase, he had the right to appeal to the joint committee and to the impartial chairman.

After the adoption of the plan a difference of opinion arose over the method of paying apprentices. Some of the manufacturers interpreted the plan to mean that the 10 per cent increases should be based on the actual amount of the wage then paid, and that the wage of the apprentice should therefore be increased each six months by 10 per cent of his actual wage rather than by 10 per cent of the wage paid the third-class weaver. The chairman's interpretation of the agreement in this case⁴ was that the 10 per cent should be based on the wage paid third-class weavers. In actual practice this would mean paying at the successive six months' periods 40 per cent, 50 per cent, 60 per cent, and so on, until at the end of the three years' apprenticeship the apprentice would be receiving the third-class weaver's wage.

TWISTERS' SUPPLEMENTARY AGREEMENT.

In October, 1922, the management of the three mills then operating under the agreement and the workers affected voted to extend the provisions of the agreement to include the twisters. The work of the twisters is closely allied to that of the weavers and they were members of the same local unions. There were about 20 twisters employed in the three shops. The twister's job, a highly skilled one, consists in joining the ends of the new warp to the warp ends which have been threaded into the harness and the reed, or to the ends of the old warp if that has not been woven off and consists of the

⁴ See case No. 39, p. 89.

same number of threads. The operation of twisting consists in joining the warp threads together by deftly rolling them between the finger tips.

The supplementary agreement signed in February, 1923, applied the weavers' contract in toto to the twisters, with only such changes and additions as were necessary specifically to cover this class of workers. It called for study and report by the impartial chairman on the compensation of twisters, and for an investigation and report on the matter of twister apprentices, to include period of training, examination, wages, and number of learners to be employed. It permitted the employer to use, under certain circumstances, twisters on weaver's work, and vice versa. The terms of this supplementary agreement appear on pages 66 and 67.

The first twister's case decided by the impartial chairman on February 23, 1923, is indicative of the close relationship between the two jobs, and the desirability of joint operation under the agreement. The text of the decision of the impartial chairman (case No. 41) appears on pages 90 and 91.

ABROGATION OF THE AGREEMENT.

The agreement was abrogated by the union. The contract provided in detail for its ratification by a two-thirds majority vote, by secret ballot, of each of the three locals, and by similar vote of each of the three shops subscribing to it. When it was concluded, the agreement was viewed as a constitution for future conduct of the industry, and like a political constitution it contained no limit as to duration and no provision for its dissolution. The question of the continuation of the system of collective bargaining was considered only indirectly each year when the problem of financing the plan came up. For three years the per capita tax to support the machinery was voted, although not without some objection, particularly from members of the organization not working in the shops under the agreement. Agitation for a direct vote on the continuation of the plan resulted in the calling of a general membership meeting for June 14, 1923, to discuss the continuation of the collective bargaining system. Notice of the meeting was sent to each member of the three locals. In spite of the urgent notice stating the purpose of the meeting,³⁵ only 156 of the approximately 400 members attended the meeting and voted, abrogating the agreement by a vote of 60 for and 96 against its continuation (27 weavers had voted against the ratification of the agreement three years before, while 292 voted for it). Of the 156 voting when the agreement was abrogated, only 80 out of

³⁵ Following is a copy of the notice sent to each of the members of the three locals:

NEW YORK, June 7, 1923.

DEAR COMRADE: There will be a special general membership meeting of all branches of the Greater New York Silk Workers on Thursday, June 14, 8 p. m., at Peper's Hall, 201 East sixty-seventh Street, corner Third Avenue, third floor.

The sole order of business at this meeting will be to discuss whether the present system of collective bargaining, with the trade council and the impartial chairman, shall be continued.

The vote will be taken by ballot.

This is a very important question, and every member should be present, those who wish to continue the present system and those who are opposed to it. All should come, so that the decision may be truly representative of the desire of the membership. Those who do not attend must be content to abide by the outcome of the meeting, without complaint.

The settling of this question will give us the internal unity and strength necessary in any labor organization before progress can be made.

The meeting will start promptly at 8 o'clock.

Fraternally yours,

THE EXECUTIVE BOARD.

a possible 210 weavers working in the shops under the agreement voted. Obviously the vote was not conclusive evidence of the majority opinion. Failure to attend the meeting at which the vote was taken was attributed, in part at least, to apathy on the part of the more conservative weavers, who felt either too sure that the result would be favorable to the collective bargaining plan or who were indifferent as to the outcome. There was obvious surprise on the part of some of them, and it was charged that a militant minority opposed to collective bargaining railroaded the vote through. An attempt in one of the shops to revive the issue was unsuccessful, however, apparently because of lack of interest or lack of leadership.

In this instance it was unfortunate that the agreement did not make as specific arrangements with reference to its possible abrogation as were provided for its ratification. It seems quite probable that had the agreement required a two-thirds majority vote to effect its nullification, it would not have been abrogated at this time. There would seem to be no reason why it could not have been made of the "continuing" type, but with such an added provision.

CAUSES OF THE ABROGATION OF THE AGREEMENT.

Two fundamental causes of the active opposition and the lack of interest which resulted in the abrogation of the agreement lay in circumstances beyond the control of the parties to the agreement, namely, that the group covered was such a small one, and that the greater part of the period during which it operated was one of serious business depression. Only a little over one-half of the silk-ribbon weavers employed in the New York market were working under the terms of the agreement, a fact which handicapped its operation in a number of ways. Weavers not working in the agreement shops, some of whom were opposed to the collective bargaining plan for other reasons, objected to paying the per capita tax (\$7 to \$8 per year) for a system in which they had no part and from which they received no practical benefit. This fact was of vital import to the union in that it lost the organization members. Had the expense been borne alone by those working under the agreement, the per capita tax of probably \$14 per year or more would undoubtedly have seemed too burdensome, particularly to those among the weavers who were not wholly convinced of the advantages of the plan.

Another way in which the size of the group handicapped the effective working of the agreement lay in the fact that the chairman's decisions had to be based largely on market conditions. Employers in the group working under the agreement had to compete with outside employers not bound by agreements, many of whose shops were on piecework, where wages were fixed by the employer alone and changed when it was deemed desirable. This situation complicated the consideration by the impartial chairman of such questions as week-work and wage increases for that part of the market under the agreement. The severe business depression made competition the more keen. As a result there was sometimes dissatisfaction with decisions upon demands which the chairman felt to be just but which he could not grant because of the exigencies of the situation. This position of the chairman the workers very naturally did not always appreciate.

Employers were criticized for not enlarging the group working under the agreement by persuading other manufacturers to join. The business depression operated to prevent such action, however. The depression struck the industry the year following the conclusion of the agreement and it was not until the spring of 1923 that business in this industry improved appreciably. Obviously, employers who were opposed to the plan would be hard to persuade of its advantages at a time when labor was plentiful and there was nothing to gain. Because of the depression also it was an inopportune time for the union to call strikes in the shops outside the agreement to force the manufacturers to come in.

As a result of the business depression also the machinery of the agreement was utilized less than it would have been in a period of active business. As a result of lack of use the need of the machinery, which might have been compelling during an active period, was not realized. The apprenticeship plan—one of the most constructive accomplishments of the trade council—was not appreciated because it was little utilized during the period of depression when there was so little demand for apprentices.

Active opposition to the agreement came from a small militant group in the union whose economic philosophy was opposed to all compromises with employers, who objected to being bound by the agreement, and who wished to be free to act when the time was propitious. Some of this group were working under the agreement. This group objected to the arrangement for semiyearly wage readjustments on the ground that this arrangement often limited their freedom to bargain at the most opportune time. Members of this group outside the agreement held that the agreement itself hampered joint action in the market. To this group the fact that some of the employers in the agreement were apparently satisfied with its operation was added cause for suspicion of it. To them, as well as to the type of employer accustomed to make his own decisions and to "run his business himself," the fact that final decisions in all disputes were made by an outside authority, a "czar" whose decision was final, was objectionable. Some of the weavers objected to the "no strike" clause in the agreement, and argued that friction which continually arose in one shop, due to the antagonism of a part of the management to the agreement, could have been obviated quickly and effectively if the workers in this shop had not been bound by this clause. To the argument that the difficulty might have been brought before the impartial chairman, it was stated that the friction was of the indefinite, aggravating sort and none of the workers were willing to present a case.

To this group, any shortcomings of the agreement were of course accentuated by their antagonism to it. In spite of their antipathy, however, they faithfully carried out the terms of the agreement while they urged its abrogation.

Indifference to the continuation of the agreement was due in part to the lack of contact of the majority of the workers with the machinery and the resultant lack of understanding of its operation. For the greater part of its history there were only three worker members on the trade council. These representatives were changed once each year. In the case of one shop, however, the same representative acted throughout the three years. Although the

meetings of the council were open to others, they seldom came. Sporadic attempts were made to encourage their coming, but no consistent effort to this end was made by employers or by the trade council. This was partly due to the fact that the meeting place of the trade council was in such small quarters that a large number could not be accommodated. It might have been worth while, however, if, as one employer suggested, open meetings had been held from time to time in larger quarters provided for the purpose.

The lack of contact due to the business depression is noted above. There were, particularly during the last two years of operation of the agreement, scarcely enough cases to keep the workers in touch with the machinery. There were in the 3 years, 47 cases brought before the impartial chairman, 34 of which were brought in the 4 shops during the first year of operation of the machinery. Thirteen of the 34 were from the shop which dropped out of the agreement.^a

In one shop there were no cases brought before the chairman during the last two years, except for the general cases affecting all the shops; in another there were two cases, or an average of one a year affecting the individual shop; in the third there were six cases in the two-year period. Following is the distribution of the cases:

FORMAL CASES IN EACH SHOP BROUGHT BEFORE THE IMPARTIAL CHAIRMAN, BY YEARS.

| Year. | Number of cases. | | | | | Total. |
|-------------------------|------------------|---------|---------|---------|----------------|--------|
| | Shop A. | Shop B. | Shop C. | Shop D. | General cases. | |
| First year..... | 13 | 13 | 5 | 1 | 2 | 34 |
| Second year..... | | | | 1 | 3 | 4 |
| Third year..... | | | 2 | 5 | 2 | 9 |
| Total, three years..... | 13 | 13 | 7 | 7 | 7 | 47 |

It is, of course, impossible to attribute the lack of use of the machinery to any one cause; there were a number of causes, other than the business depression. A number of disputes were settled within the individual shops. The creation of shop machinery and the insistence of the impartial chairman upon local settlement whenever possible, together with the fact that the use of the machinery taught employers and workers how to settle their disputes, made the need of the impartial machinery seem less obvious—and so the fact that the plan worked so well operated to its ultimate disadvantage.

Apathy and suspicion on the part of some of the workers played a part. Suspicion of the machinery was due in part to the fact that it was not understood. It was not understood because when it was utilized the workers who were directly affected did not become acquainted with the details of its operation. In one shop there were apparently a number of unsettled disputes which were not carried to the impartial chairman, not so much because of dissatisfaction with the machinery as because of dissatisfaction with the spirit in which decisions were sometimes put into practice in the shop.

The objections to the collective bargaining plan as a system were, for the most part, the usual objections to plans which provide for the

^a There were in addition a number of disputes brought to the chairman and action advised without making formal cases.

reference of disputes to a third and outside party. It was argued that conditions in the industry could not be justly determined by an outsider without experience or technical knowledge of the industry either from the management end or from the workers' point of view, and a chairman who possessed such knowledge would be the advocate of one side or the other and therefore not impartial.

Dissatisfaction was expressed with some of the decisions of the chairman, especially on the score of week work. The weavers had been for years committed to the week-work principle. Week work obtained in some of the other mills in the market. For the three years during which the collective bargaining machinery had operated, the workers had consistently requested week work, usually in preference to wage increases. The denial of week work again in the spring of 1923 and the failure to grant wage increases,³⁶ together with the fact that it was the workers' belief that higher wages were being paid in shops outside the agreement, added to the discontent.

Decisions 40 and 40a rendered early in 1923 were perhaps, justly or unjustly, more productive of dissatisfaction than any others. It was objected in this case that the chairman's decision was a reflection on the productive ability of weavers who were considered by other workers to be among the best. The alleged injustice of this decision was ascribed to the lack of technical knowledge on the part of the chairman. Whether or not the decision was unjust, it furnished excellent material for agitation against the machinery.

The attitude toward the agreement and the experience under its operation differed interestingly in the four shops. Shop A was virtually out of the agreement about a year after its conclusion. Because of the grade of goods manufactured, the business depression hit this shop particularly hard, and production practically ceased. The firm alleged that it could not compete with employers not bound by the agreement, and certain grades of work were removed from the New York shop to the Pennsylvania nonunion district. This move was probably due in part to dissatisfaction of the firm with the decisions of the impartial machinery on the plural-loom system. It was stated, however, that the move out of town was contemplated before the agreement was signed.

The other three shops remained under the agreement until it was abrogated. In one of the shops the workers who were present at the meeting and who voted on the continuation of the agreement voted about equally for and against the perpetuation of the collective bargaining plan. Dissatisfaction in this shop apparently was due in part to the economic attitude of the workers toward employer and employee relations, and to suspicion aroused by an alleged attitude of paternalism on the part of the management. It is impossible to determine what the majority vote of the workers in this shop would have been had they all voted. It was, of course, workers who were opposed to the agreement and actively interested in its abrogation who attended the meeting. The rest were either apathetic or so sure that the agreement would be continued that they did not trouble to attend. An attempt to revive the issue and vote again was unsuccessful, however. This was the shop in which there were no cases

³⁶In this case it is probable that increases would have been granted had the workers requested them. Fearing to prejudice their case they asked only for week work and the chairman was therefore limited to action on this issue.

brought before the impartial chairman during the last two years of the operation of the agreement, all of the cases being settled within the shop. The need for the machinery was therefore not apparent.

In one shop, in which relations when the agreement was signed were probably more unsatisfactory than in the other shops, and in which suspicion on the part of both workers and management was general, the decisions of the impartial chairman were apparently carried out in spirit as well as in letter, with the result that the management, in the beginning much opposed to the idea of collective bargaining, was converted to its benefits, and the workers who voted, some of whom had been equally opposed to it, voted 100 per cent for the continuation of the plan.

In the other shop the majority of the workers voting were said to have voted for the abrogation of the agreement. Because of the spirit in which it was carried out the agreement apparently operated to aggravate the situation in this shop. There was active opposition to the collective bargaining agreement on the part of some of the management personnel and the decisions were not always carried out. Price committees, for example, were not always consulted about the piece rates. There was dissatisfaction on the part of the management with the minimum guaranty plan, and when the weaver's earnings at the piece rate fell below the minimum guaranty "Excess" in red letters was written across his pay envelope. This the workers resented. Because of the friction in this shop the workers wanted freedom to take matters into their own hands.

SOME RESULTS OF THE AGREEMENT.

Collective bargaining in this industry brought about definite advantages to both management and weavers. Some of these advantages, such as the prevention of stoppages of work and the resultant increased production, are, of course, common to collective bargaining plans.

ELIMINATION OF STRIKES.

The silk industry has been notoriously prolific of interruptions due to strikes and lockouts. The agreement was the result of a six weeks' strike. The New York branch of the industry, because of its proximity to Paterson, has been affected by the situation there, and strikes which start in Paterson usually spread to New York. Prior to the conclusion of the agreement the regular means of settling the frequent differences of opinion was to fight them out by the strike and lockout method. The result was armistice with its consequent suspicion, uncertainty, and unrest.

Obviously an industry operating under these conditions was not operating efficiently. Production was low, not only because of time actually lost through strikes, but because of retarded production before and after strikes and the instability of the labor force.

During the period of its operation, a number of strikes occurred in shops not working under the agreement. In agreement shops, however, strikes and lockouts were prohibited, and differences which could not be threshed out between the weavers and the management were settled by arbitration. For the period of the agreement the employer did not suffer losses nor did workers suffer unemployment due to these causes.

Prior to the conclusion of the agreement a strike occurred in one of the shops under the following circumstances: A union official approached the management with the announcement that part of the pay of one of the weavers had been unjustly withheld and that if proper settlement were not forthcoming within five minutes the whole shop would go out. The management was unable to have the records looked up in that length of time, and the strike was called. The workers were out several days in a busy season. As a matter of fact, there had been an error in the bookkeeping which resulted in an underpayment of one of the weavers and the matter was corrected. This instance illustrates the lack of confidence of the workers in the management and in the method of settling disputes where there is no collective bargaining agreement.

To the worker the agreement meant freedom from the former strike periods with their accompanying uncertainty, with the gradual consumption of the funds accumulated during the previous weeks of saving, and with their privation for his family. To the employer it meant the elimination of sudden stoppages and consequent financial losses, and he was able to concentrate his energies on more constructive problems.

INCREASE OF PRODUCTION.

It was impossible to secure conclusive data as to the effect of the agreement upon production, or to follow the record of a sufficient number of identical weavers on identical patterns for a period of sufficient duration to show significant results. An attempt was made to secure such data for a period of six months both before and after the agreement was signed, but in one mill, making novelties only, it was impossible to find identical patterns which could be followed over a period, and in a second mill records for the preagreement period, were insufficient. In a third mill it was possible to follow about 35 looms over such periods. In this mill production increased slightly after the conclusion of the agreement, but there were so many other changes made, in the matter of supervision, overhauling of equipment, etc., that it was impossible to attribute the increase to any particular cause. In another mill it was possible to secure data for a small group of weavers for a few weeks both prior and subsequent to the agreement. Although the data are too scanty to give conclusive proof, it is of interest to note that on the three patterns which could be followed, production increased in two cases, the average time cost per yard on one pattern in the period prior to the agreement being 47.4 minutes and in the later period, 42.9 minutes; on another the time cost decreased 1.4 minutes; and on the third pattern time costs increased by 2.1 minutes. In the first case the average output per hour on a satin taffeta ribbon was 1.25 yards in the earlier period and 1.4 in the period after the agreement was signed; in the second case production increased from 1.023 yards to 1.043 yards per hour in the two periods; and in the third case it decreased from 1.137 to 1.095 yards per hour.

The following table shows the average output per hour, the time cost per yard, and the weaving cost per yard in this mill for February and April, 1920. The table refers to weaving only.

TABLE 4.—HOURLY OUTPUT, TIME COST, AND WEAVING COST IN MILL A, FEBRUARY AND APRIL, 1920

| Kind of weave. | Width (inches). | Average output per hour (yards). | | Time cost per yard (minutes). | | Weaving cost per yard. | |
|---------------------|-----------------|----------------------------------|-------|-------------------------------|------|------------------------|---------|
| | | Feb. | Apr. | Feb. | Apr. | Feb. | Apr. |
| Satin taffeta | 4½ | 1.25 | 1.4 | 47.4 | 42.9 | \$0.64 | \$0.688 |
| Satin | 7 | 1.023 | 1.043 | 58.8 | 57.4 | .936 | 1.008 |
| Taffeta | 5½ | 1.137 | 1.095 | 52.6 | 54.7 | .78 | .839 |

In only one mill was dissatisfaction with the agreement on the score of production expressed. This was in the mill in which the decision of the impartial chairman limited the lignage which could be made on two looms. In the other three satisfaction was expressed with the production of the weavers. The management in one mill stated it to be his belief that production had increased 10 per cent since the agreement went into effect. The following statement from one of the mills expresses this attitude:

Because of the lack of conclusive data on the subject it is not possible to make a definite statement as to increase in production which can be attributed to the agreement. The management feels, however, that there is no question at all that the collective bargaining agreement has produced a much better spirit in the weaving department and has promoted a spirit of cooperation which must inevitably have some effect upon production.

Another advantage closely related to that of increased production was the stabilization of production. Production was more continuous under the agreement, and manufacturers were assured of their ability to carry out their contracts and deliver their goods on a specified time.

GREATER TOLERANCE.

Another important advantage which the agreement in this industry brought about was the education of some of the parties in the other's point of view through frank discussion of the points at issue. Employers and workers in this industry have been very far apart. There has always existed a great deal of distrust, suspicion, and prejudice. The employers in the textile trade, partly because of the mistakes of the unions, have been among the most difficult to convince of the value of collective bargaining and have offered the strongest resistance to union encroachment. The workers, because of this attitude on the part of employers and because of the unsatisfactory conditions under which they were sometimes forced to work, have been among the more radical.

In the meetings of the trade council and at the hearings before the impartial chairman employers and workers met; the employer could not by mandate determine the wage the worker was to receive; the union could not by threat of strike force the employer to meet its demands. Each side had to argue its case upon its merits, with the knowledge that force alone no longer decided the issue and that reason would guide the impartial chairman in his decision. Each side heard and weighed the arguments of the other and answered those arguments with counter arguments, and, although each might be convinced of the justice of its cause and the preponderance of the weight of its argument, there came to be a realization that there

was another side, with arguments and reasons quite as important from another point of view. As each gained confidence in the other, there was, in many cases, greater frankness on the part of both.

Thus, there was a growing confidence between the parties and less suspicion of injustice on the part of each. A sense of justice is a common heritage, and, although two persons may have different opinions of what justice in a particular case may be, it is still possible for them to understand each other and for each to believe that the other wishes to deal fairly. The suspicion of injustice plays a large part in the psychology of the worker. Men will go to the furthest extremes to get what they consider a square deal, and they will forego many things when they believe that there is a desire on the part of the management to give them a square deal. It is psychologically impossible for the worker to believe he has had fair play unless he has had an opportunity to explain his position without fear of discharge. The trade council furnished this channel for explanations on the part of both workers and employers. Both the trade council meetings and the hearings of cases, therefore, acted as a sort of safety valve where both sides could air their complaints and relieve their minds. Of course, this does not mean that all suspicion was removed; on the contrary, there were still many evidences of it. Its removal was particularly evident in one of the shops; but, it is perhaps too much to expect that this should have been the effect upon all of them. The prejudices of years will have to be eliminated gradually.

Both parties were educated to some degree not only in each other's point of view, but also to a certain extent in the merits of law and order in industry. Collective bargaining implies a questioning of the absolute authority of the management. The fact that the four leading manufacturers in this industry in Greater New York, employing 60 per cent of the ribbon weavers, were willing to enter into an agreement recognizing the fact that the workers should have something to say about the regulations governing the conditions under which they work, was a significant beginning. The fact that the three larger ones held to that agreement for more than three years during a severe industrial depression, with its deflation of the labor force and its surplus labor supply, and which has resulted in the abrogation of agreements of long standing, would indicate that they were not entirely dissatisfied with its results. Moreover, the manufacturers voted to extend the provisions of the agreement to include another class of workers, the twistlers.

STABILIZATION OF WAGES.

An important gain to the employer in the agreement was the fact that wages were constant for the season. The manufacturer, in calculating his costs, did not have to add a percentage to cover wage increases that might be demanded of him at the height of the manufacturing season.^a The workers were assured of a definite wage for the period, barring unemployment, with the assurance that there would be no reductions for the six months' season. Objections to the inability to change the wage were raised by both employers and workers.

^aTo what extent this advantage compensated for the disadvantage cited by the employers, due to the fact that the minimum guarantee prevented the accurate determination of labor costs, it was impossible, of course, to determine.

Management complained that it was deterred by the agreement from lowering wages when other employers outside the agreement were doing so. The weavers complained that wages were kept at the same level, and that, if business boomed on April 1, they could not request an increase until October 1, when the occasion might be gone. Thus the employer's advantage was the worker's disadvantage, and vice versa.

During the recent business depression the workers found the stabilization of their wages decidedly to their advantage. Several firms outside the agreement reduced wages by 20 per cent and more, while in other instances wages were maintained only by means of costly strikes. The weavers working under the agreement, on the other hand, were reduced only 7½ per cent from the peak wages and were assured of their share of employment when work was available.

ELIMINATION OF WASTE.

Perhaps the most obvious way the agreement eliminated waste was through the prevention of stoppages due to strikes and lockouts. A more subtle but no less important effect of the agreement in this respect was the fact that production records were more carefully kept. This was due to the wage system under the agreement. The payment of a minimum wage whatever the production led to the keeping of a record of the causes of low production. If a weaver failed to make his minimum wage the management ascertained the reason. Obviously it would be poor economy on the part of the employer to pay weavers wages they do not earn if he does not have to; and the causes of low production were therefore determined and eliminated, and conditions conducive to maximum production encouraged.

An illustration of the way in which an agreement may operate to prevent waste was brought out in a decision of the impartial chairman on May 24, 1922.³⁷ In this case the price committee failed to function properly, but the following statement of the chairman illustrates the service an active price committee can render not only in the preventing of disputes but also in securing maximum production:

There is another matter in this case to which the chairman desires to call attention. It was shown that this loom was started on April 28. Up until May 23, 137¼ hours had been made on the loom and the production at that time was 107 yards. This gives an average production of 6.2 yards per 8-hour day. A calculation of the full running time of this loom, without allowing anything for stoppage, would give 12.5 yards per 8-hour day. The present production of 6.2 yards per day is a little less than 50 per cent of the running time of the loom. Investigation by the chairman shows that where a weaver is getting less than 65 per cent production out of a loom there is indication of something wrong. If the percentage runs below this, there is something the matter with the weaver, the silk, or the loom. It is suggested in this case that the price committee inquire into this matter.

WAGE PAYMENT PLAN.

The system of wage payment operating under this agreement assured the worker a fixed minimum income, with opportunity and incentive to earn more. It stimulated management to its responsibility for an even supply of materials and efficient condition of equipment. In this respect the plan was somewhat akin to that which is in effect in the glass-bottle industry, where day rates replace piece rates in case the working materials are not in good condition.

³⁷ See case No. 33, p. 88.

The wage payment plan was criticised by both workers and employers. The employers preferred straight piecework. The workers had consistently demanded week work. The dissatisfaction of both was due, however, for the most part, not so much to the plan itself as to its application. One employer did object to the payment of the minimum wage when it exceeded the piece rate. Dissatisfaction of the others however, seems to have been due to the handicap under which they felt they were working, because the plan operated only in the shops under the agreement and not in the shops of other competitors. The dissatisfaction of the workers with the plan was due to the fact that they did not know how the piece rates were arrived at, because of the lack of an adequate basis and because the decisions of the chairman relative to the collective working out of the piece rates by price committees were not always complied with.

COOPERATION OF EMPLOYERS AND EMPLOYEES FOR BETTERMENT OF INDUSTRY.

A result of the agreement which was far from negligible was that, through the provision in this agreement for a trade council, employers and workers were enabled to work together for constructive purposes and by their combined experience to work out plans for the betterment of the entire industry. An example of this was the apprenticeship plan, which provided for an adequate supply of trained weavers to replace those leaving and to keep pace with the expansion of the industry. This plan was worked out, not as the result of a controversy nor under the urge of immediate circumstance, but as a constructive scheme necessary for the well-being of the industry.

The weavers did not oppose the training of new workers; on the contrary, they realized the necessity of it if the silk-ribbon industry in this country was to survive. In this country methods of training have been haphazard and the workers did not compare favorably in skill with those from abroad. The supply from abroad, however, which has been the main source, has dwindled. The employers and weaver members of the trade council, without resort to arbitration, worked out, through their combined knowledge of the industry, a plan which insured a well-trained supply of workers and at the same time protected the interests of the weavers.

This plan appears in full on pages 67 to 69.

CONCLUSIONS.

This collective bargaining plan provided that employers and workmen in this industry should deal directly with each other in joint conference in all matters pertaining to terms and conditions of employment, without the separation of functional jurisdiction and with appeal to judicial decision distinctly as a matter of last resort. The impartial chairman, whenever possible, confined his field to the judicial interpretation of the constitutional law in this industry as set down in the trade agreement. Every effort was made to settle new problems not covered by the agreement through conference of the interested parties, either in the shop or in the trade council. When it became necessary to determine matters not covered by the contract, the impartial chairman decided not merely upon the evidence presented by the parties, but made personal investigation, upon his own initiative, of matters at issue and decided them upon

the basis of facts thus disclosed as well as upon the arguments presented. The "impartiality" of his decisions was evidenced by the fact that they usually displeased both parties.

The chairman found it impossible to develop immutable principles upon which continuously to base his decisions, nor did he establish precedents upon which future decisions could be based. Undoubtedly, the necessity for compromise influenced his decisions to some extent and the relative bargaining power of the parties tempered principles of abstract justice. The decisions on the plural-loom system furnish the most obvious examples of this necessity. Testimony of arbitrators seems to indicate that this is the case in all arbitrations, if collective bargaining relations are to be maintained, when the bargaining power of the parties is neither stable nor evenly balanced. This was a step, however, in advance of the old system of absolute dictatorship of workers during the busy season and of employers during the dull season.

Although the machinery of the agreement was devised to promote the handling of labor relations at their source and by the parties of first interest, and every effort was made by the chairman to keep all matters of adjustment regarding wages and the like under the jurisdiction of the persons actively interested, with appeal to his decision only in case of inability to agree, many trivial matters were referred to the impartial chairman for decision. This fact was due, not only to the smallness of the group interested and to other conditions peculiar to this situation, but also to the fact that both parties had more confidence in the impartial chairman than in each other. The trade council was an active agent in that it served as a joint conference committee where the parties, with equal bargaining power, met to discuss the matters at issue and sometimes effected a partial compromise, with the judicial function largely assumed by the impartial chairman. This condition represented a constructive phase of the development of industrial relations between employers and workers and was a positive agency for industrial peace and cooperation.

In general it seems fair to say that both parties lived up to the provisions of the agreement. In two of the shops the decisions were carried out in spirit as well as in letter. For three years the collective bargaining plan operating under the agreement was undoubtedly a success. It had the essence of permanent success in that the organized workers had direct contact with the management and not only opportunity for expression but a real voice in the determination of conditions under which they worked.

The agreement was abrogated by a vote of less than 25 per cent of the total membership, because of a constitutional defect in the agreement, i. e., failure to make rigid and specific arrangements with reference to its abrogation. The causes of the dissatisfaction which impelled the 96 to abrogate it were in large part due to circumstances beyond the control of either party, as well as to the economic attitude of those workers who were opposed to all collective bargaining plans, and to the lack of adequate leadership.

The application of the plan can be said to have been successful in two of the four shops. No conclusions can be drawn from its operation in the shop which withdrew from the agreement because of the abnormal conditions under which the plan operated. In the fourth shop it seemed to be a failure. There, too, the fault was not with the plan but with the spirit in which it was carried out.

APPENDIXES.

APPENDIX I.—TEXT OF THE AGREEMENT.

PREAMBLE.

This collective bargaining agreement is entered into with the intention of providing a method for adjusting all differences that may arise in regard to wage and working conditions of the weavers working on ribbon looms in Greater New York in the employ of the manufacturers signing this agreement.

On the part of the employers, it is the expectation that this compact of peace will result in the establishment and maintenance of a high order of efficiency and discipline by the willing cooperation of the weavers.

On the part of the union, it is the expectation that this compact will insure that the organization of the weavers will be strong enough to discipline its own members in accordance with the terms of this agreement.

The parties to this pact realize that the interests sought to be reconciled herein ordinarily tend to pull apart, but they enter into this agreement in the faith that by the exercise of a cooperative and constructive spirit it will be possible to bring and keep them together. This will involve as an indispensable prerequisite the suppression of the militant spirit by both parties and the development of reason instead of force as the rule of action. It will require also mutual consideration and concession and a willingness on the part of each party to regard and serve the interests of the other for the common good. With this attitude assured it is believed no differences can arise which this machinery can not mediate and resolve in the interest of cooperation and harmony.

Public interest requires increasing production as a prime factor in reducing commodity prices. Wages, hours, and working conditions should be regulated by this requirement. Weavers should not intentionally restrict individual output to create an artificial scarcity of labor as a means of increasing wages or of equalizing the productivity and wages of weavers having different degrees of skill and ability; employers should not intentionally restrict production to create an artificial scarcity of the product in order to increase prices, nor should employers invoke methods that prove hurtful to the health, future productivity, or welfare of the weavers. Any action by a weaver or a union official directed against the prestige and welfare of an employer, and any action by an employer directed toward undermining the union shall be a distinct violation of this agreement.

SECTION 1. *Parties to the agreement.*—This agreement is entered into between the manufacturing concerns whose names are subscribed hereto, known as the employers, and Amalgamated Textile Workers of America, known as the union. This agreement shall be considered ratified and in existence only upon the execution of same in the following manner: Each and every employer, through a duly authorized member of the firm or officer of the corporation, must sign this agreement; on the part of the union, the official or accredited representative of the New York, Brooklyn, and Queens silk ribbon local unions of the Amalgamated Textile Workers of America and of the national organization of the Amalgamated Textile Workers of America, shall sign this agreement upon an authority received from a two-thirds vote of the members of each of the local unions, which vote shall be by secret ballot and a certified copy of such votes shall be submitted to the employers. In addition thereto, the weavers in the particular shops of each of the employers signing this agreement shall similarly denote their acceptance of this agreement by authorizing three representative weavers from each shop to sign this agreement on behalf of the weavers they represent. This agreement shall be effective as to the wages and conditions of employment of weavers employed by the employers immediately upon their return to work.

SEC. 2. *Return to work.*—The weavers in all shops agree to return to work immediately after the signing of this agreement on the same conditions as existed on March 8, 1920, with the exceptions that there shall be an advance of seven and one-half per cent ($7\frac{1}{2}\%$) on the piecework rates, and the minimum ratings in individual shops in existence on March 8, 1920, of 70 cents per hour and 75 cents per hour are to be

80 cents per hour; the minimum rating of 80 cents per hour is to be 85 cents per hour, and the minimum rating of 85 cents per hour is to be 90 cents per hour.

SEC. 3. *Additional parties.*—After this agreement has been signed as herein provided, additional employers and weavers may come under the terms of this agreement, provided such employers and the local union affected and the weavers of such employers similarly designate their intention in writing to accept the provisions of this agreement. No additional employer shall become a party hereto until approved by the employers then parties to this agreement, and the employers shall have full power of expulsion of any employer. Such additional employers shall be subject to assessments and dues as provided by the employers who have signed theretofore, and in event that such proposed assessments or dues are a true deterrent operating against the signing of this agreement by such additional employers, the impartial chairman shall have full powers to vary such assessments or dues.

SEC. 4. *Expenses.*—All expenses in connection with the operation of the machinery of adjustment herein established shall be divided equally between the union and the employers, it being understood that the employers may apportion their share of the expense between the individual employers on such a basis as they may see fit, and that the union may likewise apportion its half of the expense among its members as it sees fit. The impartial chairman shall be empowered to assess and collect the necessary funds in accordance with the proposed budgets previously submitted by him and approved by the trade council. The custody and disbursements of all funds necessary for the operation of this agreement shall reside with the impartial chairman. Immediately upon the taking of office of the impartial chairman there shall be paid into the general fund the sum of twenty-five hundred dollars (\$2,500) by the employers, and twenty-five hundred (\$2,500) by the Amalgamated Textile Workers of America, it being further understood that the total expenses of conducting this machinery may approximate the sum of fifteen thousand dollars (\$15,000) per annum.

SEC. 5. *Impartial chairman.*—There shall be selected by the signers to this agreement as soon after the signing of the agreement as possible, a person agreed upon to serve as impartial chairman, who shall devote his full time and attention to the duties of this office. All complaints, disputes, or grievances arising between the parties hereto in relation to wages and working conditions of weavers shall be submitted to the impartial chairman either on appeal as hereinafter provided or for determination in the first instance. The impartial chairman may lay down rules and regulations as to the manner and method in which matters may be brought before him and in such rules may provide that all complaints, disputes, and grievances shall be submitted in writing, but in no event shall the impartial chairman make a ruling in relation to any matter before him until ample opportunity has been given for the introduction and rebuttal of evidence by all parties affected. All testimony taken before the impartial chairman shall be open to both sides and shall be properly recorded. In case of death, resignation, or inability to act on the part of the impartial chairman, the trade council as hereinafter created, shall fill the vacancy. All pending matters shall be held in abeyance until the vacancy is filled. Full performance of all rules, regulations, and orders laid down by the impartial chairman shall be obligatory on all parties to the agreement. The impartial chairman, in order to enforce fulfillment of the rules, regulations, and orders laid down by him, is hereby empowered to impose fines for willful disregard or disobedience to any of his rules, regulations, or orders. Any fine so imposed on the union or weavers shall be paid into the general fund, but shall be credited on the account of the amounts to be paid to the general fund by the employers, and likewise any fines imposed and collected from one or more employers shall be paid into the general fund and credited to the amount to be collected from the union or the weavers. In the event that a weaver fails to pay the fine so imposed upon him, the local union and the national organization shall be liable for the payment of such fines, but no such fine imposed upon a weaver shall be less than \$2 or more than \$10 for each offense; in the case of a fine on the union or a union official as such the fine shall not be less than \$10 or more than \$50 for each offense; and in no event shall any fine imposed upon any employer be less than \$10 or more than \$250 for each offense. In the event that an employer fails to pay any fine imposed upon him the other employers parties to this agreement agree to pay such fine. All rules, regulations, and orders issued by the impartial chairman shall be in writing and shall be on file in his office and shall be accessible to all of the parties hereto, and notice of all such rules, regulations, orders, and fines shall be mailed to each of the employers and each local union. In arriving at any conclusion in regard to wages or working conditions, the impartial chairman must give due consideration to all of the conditions of employment existing in the industry at the time of the execution of this agreement or subsequent thereto, but no practice or custom in existence in the industry shall be considered binding upon the impartial chairman.

SEC. 6. *Trade council.*—A trade council shall be created composed in the following manner: Each employer a party to this agreement shall have one representative on such trade council until such time as more than six employers are parties hereto, in which event the number of employers on the trade council shall not be increased beyond six and the method of selecting such six representatives shall be vested in the employers then parties hereto, but in no event shall there be more than one representative for any one concern. Additional representatives of the employers may sit in with the trade council and take part in all of its considerations, but having no vote in any matters that may come before the trade council. The Amalgamated Textile Workers of America, through the New York, Brooklyn and Queens silk ribbon locals shall designate a number of representatives equal to the number appointed to represent the employers as above provided, but in no event shall less than four of such appointees representing the union be persons actually employed as weavers in the plants of the employers parties to this agreement and no two of such appointees shall be weavers employed by the same employer. Additional representatives, officials of the Amalgamated Textile Workers of America, may sit in, but have no vote, but in the event that the employers have present at the trade council an attorney at law, the like privilege is granted to the union. The weavers' representatives designated by the Amalgamated Textile Workers of America as above provided shall be confirmed and approved by the weavers in the shops of the employers who are signers to this agreement. Each weaver designated as member of the trade council must be able to speak English and must have been employed in the shop he represents for a period of not less than one year. But in the event that no suitable representative can be selected who has been so employed for one year or more, the impartial chairman may reduce the period of qualification, but in no event to be less than a period of six (6) months. This council shall consider and discuss all matters of general trade policy and shall be presided over by the impartial chairman who shall have no vote. In the event that any matter brought before the trade council shall result in a unanimous agreement being reached between the representatives of the employers and the representatives of the weavers, the matter under consideration shall be reduced to writing and shall not be referred to the impartial chairman for further consideration and determination. In the event that no unanimous agreement is reached, all matters brought to the attention of the trade council shall be referred to the impartial chairman, who shall have full power to act in the premises. The trade council by unanimous vote shall select and employ the impartial chairman, shall approve the budgets, and have full auditing power over all the funds. No action taken by the trade council shall be valid unless all of the representatives are present and voting. The impartial chairman shall call in the trade council in order to assist him in all matters involving questions of trade policy, but the trade council may waive this provision.

SEC. 7. *Compensation of weavers.*—The impartial chairman after a thorough investigation and study shall make a full and complete report and issue rulings if found advisable, as to the basis and amount of compensation to be paid to weavers. Any such rulings of the impartial chairman in regard to compensation of weavers must provide for deductions of pay for any failure to accomplish fair production on the part of the individual weaver. Any such ruling or regulation shall be based upon the production records of the employers and such social and other conditions and facts as the impartial chairman may consider elements in the situation. No ruling relating to the basis of compensation of weavers shall be ordered by the impartial chairman which permits decreased production, or fails to guarantee fair production, and any ruling which results in decreased production shall be immediately revoked and rectified.

Within one month of the time when the impartial chairman will take office, he shall issue a preliminary report in connection with this matter and shall set forth such facts as he may find desirable.

The final report when issued shall set the date when change, if any, in the basis or amount of compensation shall become effective. It is understood that any such ruling shall be made effective as speedily as possible, but must allow ample time for necessary changes in system, if any, which the rulings of the impartial chairman may make necessary. The impartial chairman, for the purposes of this inquiry and in any other matters that may come before him, shall have full and free access to the production records of the employers and the records of the unions and may, subject to limitations which might be imposed by the trade council, retain additional persons to assist him. Every wage scale shall be accompanied by a scale of production and shall not be increased or decreased during the manufacturing season of the individual employers, it being understood that this provision shall not apply to new articles which shall be introduced during a manufacturing season. The impartial chairman is to immediately consider and issue rulings on the standardization and uniformity of

the number and bases of ratings, taking into consideration the quality and kinds of goods produced in the individual shop and any other factors which may bear on the question.

Sec. 8. *Shop adjustments.*—All complaints, grievances, or disputes arising in the shop of any employer which can not be adjusted within the shop shall be referred to the impartial chairman.

Sec. 9. *Strikes and lockouts.*—It is agreed that there shall be no lockouts on the part of the employers or strike or stoppage on the part of the weavers for any reason whatsoever during the existence of this agreement.

Sec. 10. *Hiring and discharging.*—The full power of hiring and discharge rests in the employers, but any weaver feeling aggrieved by his discharge may bring the matter before the impartial chairman providing he has been employed for more than two weeks, but the union does not hereby waive the right to appeal because of discharge based upon discrimination against the union. The impartial chairman shall have power to consider and make rulings as to the justification for the discharge of a weaver by the employer and the stopping of work by a weaver. In the event that a weaver stops work or fails to appear for work for reasons which the impartial chairman finds insufficient, such weaver may be ordered deprived by the impartial chairman of his membership in the union and such weaver and the Amalgamated Textile Workers of America or the local union shall be subject to such penalties as may be imposed by the impartial chairman. In the event that a weaver has been discharged by the employer for reasons which the impartial chairman shall find insufficient, the employer must abide by the ruling of the impartial chairman and shall be subject to such penalties as the impartial chairman may impose, and the impartial chairman may allow in a case of an immediate appeal by a weaver, if such appeal is found justified, the pay necessarily lost by the weaver in the diligent prosecution of such appeal.

Sec. 11. *Variations in compensation.*—Compensation of all weavers, whether members of the Amalgamated Textile Workers of America or not, as ordered by rulings of the impartial chairman, shall not be increased or decreased in any way by the employers, and no presents, bonuses, or gratuities in any form whatsoever may be given to any weaver by any employer without the consent of the impartial chairman.

Sec. 12. *Preferential shop.*—It is agreed that the principle of the preferential shop shall prevail, and that preference shall be given to weavers of the Amalgamated Textile Workers of America, in hiring, discharge, and distribution of work. Whenever an employer needs additional weavers he shall first make application to the union, specifying the number and kind of weavers needed. The union shall be given 48 hours to supply the specified help and if it is unable or for any reason fails to furnish the required weavers to the satisfaction of the employer the employer shall be at liberty to secure them elsewhere. The impartial chairman may issue rulings extending this period of time, but in no event beyond one week. If the requests for weavers exceeds the number which the union can supply, there shall be no partiality or favoritism exercised in the apportionment of such weavers among the employers. The principles of preference shall be similarly applied in the case of discharge. Should it at any time become necessary to reduce the force, the first ones to be dismissed shall be those who are not members of the union of good and regular standing, but not previous to the running down of their warps. It is understood that the impartial chairman shall have power to discipline an employer who distributes work with the intention of discriminating against union weavers, and to order the discharge of an employee not a member of the union who endeavors to undermine the union, and to discipline a member of the union who endeavors to undermine the employment of a nonunion employee. No weaver, however, shall be employed who was previously a member of Amalgamated Textile Workers of America and subject to discipline under its rules until he has been reinstated in good standing. If the initiation fees, assessments, or penalties imposed by the union deter weavers from joining the union, the impartial chairman shall have full power to order the variation of the amounts and the dates of payment of such initiation fees, assessments, or penalties.

In witness whereof, the parties hereto have signed and executed this agreement, as provided under section 1 hereof, this 10th day of April, in the year 1920.

[Signatures of employers, union officials, and weavers.]

CERTIFICATE OF VOTE.

It is hereby stated, that in a mass meeting of the combined locals of New York, Brooklyn, and Queens of the Amalgamated Textile Workers of America, held on April 9, 1920, a secret vote has been taken on the new proposition and the collective bargaining agreement of the manufactures concerned to the effect that the agreement has been favorably accepted with a vote of 292 for and 27 against it.

APPENDIX II.—TWISTERS' SUPPLEMENTARY AGREEMENT.

SUPPLEMENT TO AGREEMENT OF APRIL 10, 1920.

Whereas, it being the desire of the silk ribbon manufacturers whose names are signed hereto and the twisters belonging to the New York Silk Ribbon locals of Greater New York of the Amalgamated Textile Workers of America to enter into a collective bargaining agreement; and,

Whereas, the weavers belonging to said locals having already entered into a collective bargaining agreement with the aforementioned manufacturers, dated April 10, 1920; and,

Whereas, said weavers and twisters belong to the same local labor organizations: Now therefore, said aforementioned manufacturers and twisters do at their meeting on October 23, 1922, adopt said agreement dated April 10, 1920, as their agreement. And it is understood that wherever the word "weaver" occurs in the aforementioned agreement, it shall also be taken to mean "twister."

It is necessary, however, to make some changes and additions to the agreement of April 10, 1920, so as to more specifically cover the twisters. These changes and additions are embraced in this supplement which shall be considered as a supplementary agreement to the agreement of April 10, 1920, and shall become effective as soon as signed by the respective manufacturers, the representatives of the aforementioned twisters, and the representatives of the Greater New York Silk Ribbon locals of the Amalgamated Textile Workers of America, and the national organization of the Amalgamated Textile Workers of America.

The representatives of the twisters empowered to sign this supplementary agreement shall be selected by the union as it sees fit, except that it is stipulated that at least one twister representative shall be selected from each shop.

There are certain clauses in sections 1, 2, 4, and 5 of the agreement of April 10, 1920, which have already been complied with and are now no longer applicable. It is understood that these clauses are not now effective as to the twisters.

In lieu of section 7 of the agreement of April 10, 1920, the following is substituted:

SECTION 7. Compensation of twisters.—The impartial chairman, after he has made a thorough investigation and study, shall make a full and complete report and issue rulings, if found advisable, as to the basis and amount of compensation to be paid to twisters and twister apprentices. Any such rulings of the impartial chairman in regard to compensation of twisters must provide for fair production on the part of the individual twister. Any such ruling or regulation shall be based upon the production records of the employers and the methods of work and pay heretofore obtained and such social and other conditions and facts as the impartial chairman may consider elements in the situation, taking into consideration the quality and kind of goods produced in the individual shop and any other facts which may bear on the question. No ruling relating to the basis of compensation of twisters shall be ordered by the impartial chairman which permits decreased production or fails to guarantee fair production, and any ruling which results in decreased production shall be immediately revoked and rectified.

The final report when issued shall set the date when change, if any, in the basis or amount of compensation shall become effective, ample time being given, however, for any necessary changes. The impartial chairman for the purposes of this inquiry and in any other matters that may come before him shall have full and free access to the production records of the employers and the records of the union. If it becomes necessary to set a scale for time work, such scale shall be accompanied by a scale of production and any wages set shall not be increased or decreased during the manufacturing season, it being understood that this provision shall not apply to new articles which shall be introduced during a manufacturing season.

In addition to studying the subject of the compensation of twisters, the impartial chairman is also to investigate the matter of twister apprentices or learners. Within a reasonable time the impartial chairman is to report to the trade council for their action his findings on the subject of twister learners, regarding the period of training, examination, wages, and number of apprentices.

In lieu of section 12 of the agreement of April 10, 1920, the following is substituted:

SECTION 12. Preferential shop.—It is agreed that the principle of the preferential shop shall prevail, and that preference shall be given to twisters of the Amalgamated Textile Workers of America in hiring, discharge, and distribution of work. Whenever an employer needs additional twisters he shall first make application to the union, specifying the number and kind of twisters needed. The union shall be given 48 hours to supply the specified help and if it is unable or for any reason fails to furnish the required twisters to the satisfaction of the employer, the employer shall be at

liberty to secure them elsewhere. The impartial chairman may issue rulings extending this period of time, but in no event beyond one week. If the requests for twisters exceeds the number which the union can supply, there shall be no partiality or favoritism exercised in the apportionment of such twisters among the employers. The principles of preference shall be similarly applied in case of discharge. Should it at any time become necessary to reduce the force, the first ones to be dismissed shall be those who are not members of the union of good and regular standing, but not previous to the completion of the work of twisting at the loom upon which they are engaged. It is understood that the impartial chairman shall have power to discipline an employer who distributes work with the intention of discriminating against union twisters, and to order the discharge of an employee not a member of the union who endeavors to undermine the union, and to discipline a member of the union who endeavors to undermine the employment of a nonunion employee. No twister, however, shall be employed who was previously a member of the Amalgamated Textile Workers of America and subject to discipline under its rules until he has been reinstated in good standing. If the initiation fees, assessments, or penalties imposed by the union deter twisters from joining the union, the impartial chairman shall have full power to order the variation of the amounts and the dates of payment of such initiation fees, assessments, or penalties. When no twister can be obtained either from the union or from outside sources within 48 hours, or when there is a temporary job to be twisted in when all the twisters in the shop are working, the employer may in his judgment, and under the supervision of the shop committee, place a weaver or other employee, who is competent to twist, upon the job. Under similar conditions, a twister may be permitted to weave temporarily, i. e., when all weavers are working and there is no twisting to be done.

In witness whereof, the parties hereto have signed and executed this supplementary agreement this _____ day of February, in the year 1923.

[Signatures of employers, union officials, and twisters.]

APPENDIX III.—PLAN FOR THE TRAINING OF APPRENTICES IN THE SILK RIBBON WEAVING TRADE.

Compiled and adopted by the trade council of the silk ribbon industry of Greater New York, July 9, 1921.

PREAMBLE.

The parties to the collective bargaining agreement in the silk ribbon industry of Greater New York realize that the responsibility for the training of new workers in the weaving trade lies equally with the employers and the employees. In order to maintain the continuous welfare of the industry, workers must be trained to replace those who normally leave the industry as well as to provide for its growth. This is especially true in a skilled trade like the manufacture of silk ribbons which requires well trained workers.

The training of textile workers generally, and especially of silk ribbon weavers, has been carried to a higher degree of efficiency in Europe than in this country. Methods of training with us have been rather indefinite and as a rule not enough attention has been given to the young worker who desired to learn the trade. The consequence has been that our silk ribbon industry has very largely relied for the better quality of work upon the weavers with European training.

For some time prior to the outbreak of the World War, the supply of European weavers coming to this country was dwindling and the war practically cut it off. This means that the industry must depend at present and in the future upon home-trained weavers. It means that the silk ribbon industry in this country must develop methods of training equal to those of Europe. In order that the American silk ribbon industry may hold its own in all markets, workers must be trained who will be able to turn out the most highly skilled workmanship. Workers must be trained so that they will be capable of weaving not only the highest class of goods but also skilled in the efficient production of all the medium and lower grades.

Therefore, the parties to this agreement, in order to discharge in the best possible way their responsibility for the training of weavers, have jointly agreed through their trade council upon the following plan for the training of apprentices in the silk ribbon weaving trade.

PLAN.

SECTION 1. Requirements for apprentices.—Age: The minimum age shall be 16 years.

Education: Every apprentice shall know enough English to understand directions and be able to figure sufficiently to keep necessary records. This requirement will

not be taken to bar an apprentice who at the time of entering is deficient in English, providing he is at the time studying the language.

Physical: The eyesight of every apprentice shall, if possible, be tested at the expense of the firm, such examination to include test for color-blindness. Attention shall be given also to the general physical condition.

SEC. 2. *Period of training.*—The period of training shall be three years. But the joint committee shall have the authority to grant an examination to a specially qualified apprentice after the completion of two years' training if such apprentice shall have shown exceptional ability, provided the apprentice submits a written application to the joint committee requesting such examination.

Apprentices taken in any mill shall serve out their apprenticeship period in that mill, and are not to be taken in as employees in the weaving departments of any other silk ribbon mill coming under the agreement, or under union control, except as apprentices, and upon the consent of the impartial chairman.

SEC. 3. *Probationary period.*—There shall be a probationary period for apprentices of not less than three months nor more than six months. During this period the management shall determine the fitness of the apprentice for the trade, and during this period the apprentice may be discharged without review. At the expiration of the probationary period the apprentice may be admitted to the union as an apprentice weaver member.

SEC. 4. *Preliminary training.*—Before entering as a weaving apprentice the apprentice must have at least six months' experience in the preparatory or weaving departments. Six months after entering as an apprentice weaver the joint committee must decide the amount of credit for such preparatory experience, but the credit shall not be for less than six months.

Where a broad-silk weaver desires to take up ribbon weaving, he must show that he has had at least three years' experience as a broad-silk weaver. In that case he can be taken in as an apprentice and shall serve for at least three months, receiving the pay of an apprentice in the last six months' period. At the end of his training period the weaver shall receive an examination by the joint committee before he may be classed as a third-class weaver. In cases where a broad-silk weaver has not worked for three years at such occupation, the joint committee shall, after three months' probationary period, decide the amount of time credit he shall receive for whatever period he may have worked on broad silk.

SEC. 5. *Wages.*—The initial wages for apprentices shall be 40 per cent of the minimum wage paid the third-class weavers. Every six months the wages shall be increased 10 per cent on the basis of the third-class weavers' wages. These increases shall be made automatically every six months unless on account of poor production, irregular attendance, lack of interest, etc., it is not considered justified. In such cases the apprentice shall have the right to have the matter considered by the joint committee, with the further right of appeal to the impartial chairman.

If changes occur in the weavers' guaranty minimum or in the hours of work, the compensation of apprentices will vary accordingly.

SEC. 6. *Number of apprentices.*—In all the mills coming under the agreement, one apprentice may be employed for every 10 weavers or major fraction thereof. This number will be based at any one time on the average number of weavers employed during the previous six months' manufacturing period. It is understood that during a period in which weavers are being laid off for lack of work, no new apprentices may be taken on. The proportion of 1 apprentice to 10 weavers is to hold good for a period of two years from the date of this apprenticeship plan unless some emergency arises which in the opinion of the impartial chairman justifies the opening of the matter. At the end of the two-year period either party to the agreement can at any time bring before the trade council the necessity of a change.

SEC. 7. *Training.*—All apprentices shall have the opportunity to work on the different looms in the mills, on the wide and narrow ribbons and on different weaves, and in all ways shall be afforded an opportunity to get as wide and as all-round an experience as the mills in which they are working afford.

SEC. 8. *Progress records.*—Records shall be kept by the management of the progress of each apprentice with the experience on the loom, twisting, interest shown, punctuality, etc. The progress records shall also include all reports of seconds turned out by the apprentice so that the management may use this both for criticism and commendation. The average daily production shall be calculated at frequent intervals, preferably every month, to show both the management and the apprentice how much progress has been made. These records at the proper time shall be open to the joint committee, the apprentice, and others who are lawfully interested in the matter. In the training of apprentices the initial emphasis must be on method and quality of work rather than on yardage. Future all-round efficiency must not be sacrificed to present production. Not until the apprentice has thor-

oughly grasped the nature of the work and the accurate way of doing it should quantity be sought. But at the same time the apprentice must learn how to combine quantity and quality in production so as to become a first-class weaver.

Sec. 9. *Examination.*—After the period of training has been completed, the apprentice shall be given an examination by the joint committee for entrance into the third class of weavers. This committee shall determine the details of the examination, and such examination shall cover the following points, rated as follows:

| | Total credit. | Passing mark. |
|-----------------------------------|------------------|------------------|
| | <i>Per cent.</i> | <i>Per cent.</i> |
| Starting up loom | 10 | 5 |
| Twisting | 10 | 5 |
| Skill | 40 | 30 |
| Quality of goods turned out | 25 | 20 |
| Speed | 15 | 10 |
| | 100 | 70 |

The standard must be based upon the work of an experienced weaver, and the apprentice must have at least 70 per cent as a total before he can pass.

If the apprentice fails to meet the requirements, the joint committee shall have the authority to extend the period of apprenticeship, but for not longer than a period of six months after the examination. At any time within this six months the joint committee shall have the authority to hold an examination finally to determine the apprentice's standing. After satisfactory completion of the term of apprenticeship and examination, the apprentice shall be given a certificate to that effect, signed by the members of the joint committee. In order to facilitate better cooperation between the union and the management and to insure apprentices receiving their full period of training, the apprentice may receive an apprentice card from the union after the probationary period is ended. When an apprentice has received his certificate, this card may then be exchanged for the regular union card designating him as a full-fledged weaver.

Sec. 10. *Appointment of joint committee.*—A joint committee representing the management and the workers in the shop shall be appointed for the purpose of carrying out the details of this apprenticeship plan, holding examinations, etc. Said joint committee shall consist of two members from each side, to be selected or appointed as the different parties may decide.

APPENDIX IV.—DECISIONS OF THE IMPARTIAL CHAIRMAN.

CASE NO. 1.—REQUEST FOR RECLASSIFICATION.

Hearing, May 17, 1920; decision, May 20, 1920.

Mr. — requests reclassification with a higher rating.

Neither party to the agreement was able to lay down a clear definition of what constitutes a first, second, and third class weaver. The chairman therefore decides this case on the best evidence presented as to the qualifications of this particular weaver.

Mr. — is now in the second class. It is decided that he shall be placed in the first class, the same to date from May 7, 1920.

CASES NOS. 2-7.—REQUESTS FOR RECLASSIFICATION.

[Cases Nos. 2 to 7 are similar to case No. 1. Cases Nos. 2 and 3 provide for the transfer of second-class weavers to the first class. In cases Nos. 4 and 5 the chairman decided that the evidence did not justify placing the second-class weaver in the first class, and ordered that after further trial, during which a record of the weaver's work should be kept, the weaver should be at liberty to ask again for reclassification. In cases Nos. 6 and 7 the weavers' requests for transfer to a higher class were denied.]

CASE NO. 8.—REQUEST FOR BACK PAY.

Hearing, May 17, 1920; decision, May 20, 1920.

It appears that Mr. — was hired as a weaver on April 19, 1920, and following the usual custom of the factory, he was placed in the third class. He was reclassified on

May 6 and placed in the first class. He now requests that he be given back pay from the time he was first hired.

On April 26 an agreement was entered into between the weavers of the factory and the firm to the effect that when a weaver is taken on the firm is privileged to give such weaver a try-out of two weeks before deciding on whether any change of classification will be made. The chairman believes that as this method is agreeable to both parties it will be well to consider it as one of the shop methods.

It is therefore decided that Mr. — should have been given his reclassification at least by the end of the two weeks, which would be on May 3. It is therefore further decided that his pay as a first-class weaver shall date from May 3, 1920.

CASE No. 9.—REQUEST FOR BACK PAY.

Hearing, May 17, 1920; decision, May 20, 1920.

It appears that some time in February Mr. — asked the foreman for a reclassification, and he was told to wait until after the settlement of some discussion which was then going on between the firm and the weavers. This discussion led to a strike, and Mr. — did not return to work until April 12, 1920. He did not again ask for reclassification through the shop committee until May 6, at which time he was rerated and put in the first class. He now asks that he be given back pay from April 12, the date of his return to work.

The chairman does not find any justification in this claim and it is therefore denied.

CASE No. 10.—REQUEST FOR BACK PAY.

Hearing, May 18, 1920; decision, May 20, 1920.

In this case the chairman is asked to confirm an agreement entered into between the firm and Mr. D— regarding back pay for some work done prior to March 8, 1920. After listening to the facts presented by Mr. K— and by Mr. D— the chairman believes that Mr. D— is justly entitled to the sum of \$25 to recompense him for a bonus which he lost through no fault of his.

CASE No. 11.—ALLOWANCE OF EXTRA PAY.

Hearing, June 1, 1920; decision, June 1, 1920.

It appears for several reasons Mr. —'s loom was delayed during a period of four weeks. One of the principal reasons for these stoppages was that the dyer had delivered two unsatisfactory lots of silk and the loom had to be stopped until another lot was dyed.

From the statements it seems that the weaver lost at least \$10 in time as a result of these stoppages.

For this reason and taking into consideration the statements of the superintendent and the weaver, the chairman decides that the firm should pay Mr. — \$10 for such lost time.

CASE No. 12.—ADJUSTMENT OF PIECE RATE.

Hearing, June 3, 1920; decision, June 4, 1920.

Mr. — is now working on a fancy pattern, the piece price of which is \$14.25 per cut. He alleges that this is too low a rate and bases his contention largely on the fact that he has not been able to earn a bonus, although he has been working on it for several weeks, and on other work he usually earns a bonus.

The chairman endeavored to ascertain whether this rate of \$14.25 per cut was arrived at through a definite process of figuring. It appears the setting of this rate had been done very largely by comparing this pattern with other fancy patterns on which rates had already been set.

After some discussion, it was decided (and the firm agreed) that a new classification was to be made on this pattern with a view of increasing the rate.

CASE No. 13.—REQUEST FOR RECLASSIFICATION.

Hearing, June 3, 1920; decision, June 4, 1920.

Mr. — is now in the third class and requests that he be put in the second class. The firm showed by its books that Mr. — had never earned a bonus, although he had been with them at different times for a total of over a year. The books showed

that from January 7 to April 12 he had fallen behind 17½ cents an hour and that from April 12 to May 26 he had fallen behind on an average of nearly 12 cents an hour.

The chairman after talking with several people who are acquainted with Mr. —'s general record, and taking into consideration his production as shown by the firm's books, does not believe that Mr. — has evidence sufficient to justify putting him in the second class, and his request is therefore denied.

CASE NO. 14.—REQUEST FOR RECLASSIFICATION.

Hearing, June 3, 1920; decision, June 4, 1920.

Mr. — is now in the second class and requests that he be put in the first class. It appears from the evidence that Mr. — has been working for this firm for 16 months. He is considered a good weaver, but while working on a fancy pattern and on neckties had fallen considerably behind, and has earned only one bonus. Mr. — alleged on his part that taking into consideration the looms and the kind of jobs on which he worked that it was impossible to have done any better. It was admitted by the firm that Mr. — had had a bad harness on one of the jobs on which he had fallen behind.

As Mr. — has now commenced to earn a bonus, and as the evidence in the case does not seem to the chairman to fully justify a decision for or against his contention, it is recommended that Mr. — be allowed further time to justify his claim that he is a first-class weaver.

It is therefore ordered that after a period of six weeks from the date of this decision, Mr. — is at liberty to again ask for reclassification.

CASE NO. 15.—REQUEST FOR RECLASSIFICATION.

Hearing, June 3, 1920; decision, June 4, 1920.

Mr. — has been working for this firm since February, 1920. He is now in the third class and desires to be put in the second class. The firm's books showed that this man had been running behind, during most of the period of his employment, on an average of between 13 and 15 cents an hour. He had, however, at the last pay earned a bonus, and made the claim that a bad harness had been part of the cause of his falling behind.

After listening to all the evidence and arguments, the chairman believes that there is some justification in the man's claim for reclassification, although it is not clearly proven. It is recommended that Mr. — be given another opportunity, and it is agreed that if he continues to earn a bonus that the firm will reclassify him.

It is therefore ordered that Mr. — is at liberty to again ask for reclassification at the end of a period of six weeks from the date of this decision.

CASE NO. 16.—REQUEST FOR RECLASSIFICATION.

Hearing, June 11, 1920; decision, June 12, 1920.

Miss — is now working for this firm as a first-class learner after having previously worked for the firm as a full-fledged weaver in the third class. The shop committee of the firm complains, and requests that Miss — be put back as a full-fledged weaver of the third class.

It appears from the evidence that about nine or ten years ago Miss — worked for the firm of — Bros. intermittently over a period of about two years. That she then quit the weaving trade and for the next eight or nine years did not do any work in the textile industry. That she worked for the — Co. for a period of about three weeks, but had to quit there because she was too stout to work between the looms. That she commenced work for the — Co. on April 11, 1919, and worked until September 17, 1919, when she was laid off because the firm found that she was not capable of earning the minimum rate of a third-class weaver. At her request, however, they again took her on October 7, 1919, and she worked until the time of the strike. After the strike, when she again returned to work on May 1, 1920, the firm put her on as a first-class learner at the rate of 64.65 cents per hour, or \$28 per week.

The chairman made an examination of the firm's books and found that Miss — was put on a quality on May 1, 1920, of 24 spaces, 54 lignes, 88 picks, at the rate of \$7.50 per cut. The total of her earnings from May 1 to date showed that she had made an average of 49.92 cents per hour, or an average of 14.74 cents per hour behind her \$28 per week rate.

When this case was first brought to the attention of the chairman the statement was made that Miss — had been a weaver for a number of years. It was evidently

this error that led the shop committee to object to her being kept in the learner's class. A more careful investigation of the case now reveals that Miss — is still in the learner's class.

The chairman therefore decides that the firm is at liberty to keep Miss — as a first-class learner at her present rate. There is an agreement between the firm and the chairman that she is to be given another loom on which it is hoped she will make higher earnings.

CASE NO. 17.—REQUEST FOR RECLASSIFICATION.

[Similar to case No. 1. The chairman decided on information presented, since no definition had been agreed upon, that the third-class weaver be transferred to the second class.]

CASE NO. 18.—REQUEST FOR RECLASSIFICATION.

Hearing, June 25, 1920; decision, June 26, 1920.

Mr. R— requests reclassification with a higher rating, on the basis of his past record.

Mr. R— has been a weaver for over 20 years. Prior to coming to this country he worked at the trade for about 11 years. He has worked at the trade in this country for over 10 years, most of the time with — Co., having been away from this firm for two periods of some length. He returned to work for — Co. about six months ago. He was first put in the third class and after about two weeks was reclassified and put in the second class.

Mr. B— has been foreman of this firm only since April 10, and for this reason he is not able to tell much about the ability of Mr. R—, except that he is doing fairly well on his present job. The former foreman has noted on Mr. R—'s card that this weaver is "slow." The firm through Mr. K— claims that Mr. R— has occasionally produced goods which did not quite come up to the standard.

As has been noted in other reclassification cases, no definition has yet been made as to what constitutes a first, second, and third class weaver. The chairman, therefore, decides this case on all the information presented as to the qualifications of this particular weaver.

Mr. R— is now in the second class. It is decided that his request for reclassification be denied for the present. The chairman desires that foreman B— should become better acquainted with Mr. R—'s ability before a final decision is made. With this end in view, it is further decided that this case may be reopened after three months from the date of this decision.

CASE NO. 19.—REQUEST OF FIRM FOR ALLOWANCE OF EXTRA PAY.

Hearing, July 10, 1920; decision, July 10, 1920.

It appears that owing to faulty printing, which was later admitted by the printer, Mr. D— was prevented from making his full production. The matter was taken up with Mr. D— by Mr. B—, manager, and Superintendent R—.

It was agreed that \$1 per cut above the regular weaving price would compensate the weaver for the loss of time due to the faulty printing.

On the statements of all parties, the chairman confirms this additional pay per cut.

CASE NO. 20.—REQUEST OF FIRM FOR ALLOWANCE OF EXTRA PAY TO WEAVER.

[Similar to case No. 19. It was decided that the weaver should receive \$10 to compensate him for the loss of earnings due to time lost in getting the loom in shape.]

CASE NO. 21.—REQUEST FOR PRIVILEGE OF RUNNING UP TO 1,600 LIGNES ON TWO LOOMS ON — QUALITY OF RIBBON.

Hearing, several dates; decision, August 28, 1920.

On June 15th, the — Co. requested to be allowed to work two looms on the — quality of ribbon, 56 reed, 4 single in a dent, 76 picks per inch, where the total lignage on the two looms did not exceed 1,600.

At a meeting of the trade council, held in the office of the chairman on July 8, the subject was discussed. A resolution was passed to the effect that the impartial chairman appoint a committee of five, representing both sides, to collect such data on the subject as was thought necessary to a decision.

Members of this committee visited the silk ribbon mills in Allentown and Stroudsburg, Pa., and also in Paterson, N. J. This committee made its report at the

next meeting of the trade council on July 22. The report of this committee showed that in Allentown ribbons heavier than the — quality were worked on two looms up to 2,000 lignes and in New York up to 1,414. In Stroudsburg the ligneage on two looms reached 1,722. In Paterson no ligneage for two looms was ascertained, but it was reported that on single looms ribbon of — quality was run up to 2,200 lignes. The majority of the mills from which information was obtained were not under the control of the union.

In the trade council's discussion of this report it was brought out that the trade council members representing the Amalgamated Textile Workers of America felt that they were bound by the resolution passed by the New York local in January, that no member of the organization was to work on two 5's or over.

The resolution of the union had been passed for the purpose of not allowing any more work to be done on two looms than could be done on a 3 and a 5. The actual practice in one of the shops coming under the agreement at the time it was entered into, was the working of a 3 and a 5 with 1,212 lignes—76 spaces by 7 lignes=532; 68 spaces by 10 lignes=680. Total, 1,212 lignes.

It was shown in the discussion in the trade council that this term (a 3 and a 5) was a very vague standard, because it is possible in a practical way to arrange a pair of looms of a 3 and a 5 so as to carry a much higher ligneage than was then being worked on a 3 and a 5. The weavers in attempting to protect themselves from too heavy a load have, by the vagueness of the terms in their resolutions of last January, practically defeated their purpose.

The chairman must give "due consideration" to the standard obtaining at the time the agreement came into existence, namely, a 3 and a 5 on which 1,212 lignes were being worked; but cognizance would have to be taken of the fact that on a 3 and a 5 a much heavier ligneage could be worked than 1,212.

It was suggested to the trade council that a different terminology be used in setting a standard. This led to a request from the trade council members representing the Amalgamated, that the chairman permit the question temporarily to be taken out of his hands, so that the union by a vote could give direct consideration to the request of the — Co. to be allowed to use a pair of looms with a ligneage not to exceed 1,600.

The chairman, with some reluctance, agreed that the matter might temporarily be taken out of his hands, and only did so in the hope that after hearing the data presented by the committee there might result an agreement between the union and the firm whereby there would be a coming together at a point somewhere between the request of the firm (1,600 lignes) and the standard of practice (a 3 and a 5, with 1,212 lignes) obtaining at the time of the agreement.

During the three weeks following this last meeting of the trade council, the various locals coming under the agreement voted on the following resolutions:

"Resolved, That under the circumstances we allow on the quality of ribbon named in the — Co.'s request, 1,184 lignes be worked on two looms not larger than 3 and 5. The No. 3 (7 lignes) is to contain no more than 72 spaces; the No. 5 (10 lignes) no more than 68 spaces. In both cases, no higher than a 4-thread silk filling is to be used."

The total vote on this resolution was 162 for and 85 against. The vote against the resolution was given by those who desired to record their opposition to the working, under any conditions, of two looms by one weaver.

The vote of the union shows that no agreement can be reached between the parties. This then leaves the case in the hands of the chairman at the point where it originally stood, and the question now for him to decide is at what point between the request of the firm (1,600 lignes) and the reply of the union (1,184) he should set a standard.

The chairman finds three basic facts on which a decision must be made:

1. An actual working in one of the shops at the time of the agreement of a 3 and a 5, carrying at that time 1,212 lignes, with a possibility of being arranged to carry a larger ligneage.

2. A request of the — Co. that it be allowed to work any two looms with a ligneage not to exceed 1,600.

3. A reply to this request, through a vote of the three locals of the union, that they do not desire to agree to a larger ligneage than 1,184 on a 3 and a 5.

The agreement provides that "the impartial chairman must give due consideration to all of the conditions of employment existing in the industry at the time of the execution of this agreement," but no practice or custom is considered binding on the impartial chairman.

The chairman feels very strongly that no standards of actual amount of work permitted done should be lowered, where such standards have been obtained through shop practice. What is sought here is the setting of a standard of actual work which

will not exceed the amount which could be worked on a 3 and a 5, but stated in specific terms for this particular lightweight raw-silk ribbon.

In the combinations given in this decision it has been attempted to restrict the actual amount of work done on any pair of looms to no more work than could be done on a 3 and a 5.

Whether the looms are rigged as two 2's, a 2 and a 3, a 2 and a 5, two 5's, etc., is not so important as to see that the actual amount of work on any two looms is not too heavy, and that such combinations do not put any more work on a weaver than the amount of labor being done or could be done on a 3 and a 5 at the time when the agreement was entered into.

The opinion of several prominent medical men were obtained by the chairman on the subject of the effect of this amount of work on the normal or average man. Also, the opinion and judgment of workers both inside and outside the agreement were sought.

It is decided that the — Co. is permitted to make a ribbon of the quality given below on the following combinations of pairs of looms:

56 reed, 4 single in a dent, coarse size raw silk, not below double extra 5 grade, silk filling to be 76 picks per inch, but not heavier than 4-thread tram.

| Number. | Lignes. | Spaces. | Total lignes. |
|---------|---------|---------|---------------|
| 16 | 25 | 34 | 850 |
| 1 | 2 | 92 | 184 |
| | | | <u>1,034</u> |
| 12 | 21 | 42 | 882 |
| 1½ | 3 | 92 | 276 |
| | | | <u>1,158</u> |
| 9 | 17 | 46 | 782 |
| 2 | 5 | 84 | 420 |
| | | | <u>1,202</u> |
| 7 | 13 | 54 | 702 |
| 3 | 7 | 72 | 504 |
| | | | <u>1,206</u> |
| 7 | 13 | 60 | 780 |
| 2 | 5 | 84 | 420 |
| | | | <u>1,200</u> |
| 5 | 10 | 68 | 680 |
| 3 | 7 | 76 | 532 |
| | | | <u>1,212</u> |

No wider widths than 25 lignes can be worked on any pair of looms. Other combinations of looms will be permitted when found necessary, provided the width does not exceed 25 lignes and the total ligneage in no case exceeds 1,212 lignes. Any looms now running which violate this decision are to be discontinued as soon as run down.

The decision here given is for this particular mill and for this particular ribbon, and is not made to cover any other than the grade and quality of ribbon specified above. Any variations from any one of the points mentioned covering the quality and kind of ribbon will invalidate that part of the decision enumerating combinations of spaces and lignes.

The chairman has listened to many arguments pro and con as to the effect on the worker of the running of two looms and as to the amount of work which it is reasonable to put on two looms. He finds a wide variance of opinion even among those who have had actual experience on two looms. The object of the specifications in this decision is to protect the worker from having imposed upon him too heavy a job. Under the agreement the weavers do not have to submit to any unreasonable demands, and where reasonable doubt arises they can have the matter adjusted through the impartial machinery. For this reason it is possible to try an experiment which would not be possible under ordinary conditions. And so, if at any time it can be shown to the chairman that any of these jobs is too heavy or covers more actual work than should be done by one man, then this decision will be opened for change.

This decision in no way affects the rate of wages to be paid on the ribbons made on these looms. That is a matter to be settled through another channel. It is ordered, however, that the rate to be set on the ribbon about to be made must be announced to the weaver before he goes on the job.

CASE NO. 21A.—REQUEST FOR MODIFICATION OF DECISION NO. 21.

Hearing, October 7, 1920; decision, October 16, 1920.

On September 15, Mr. —, in his capacity as general secretary of the Amalgamated Textile Workers of America, requested that a rehearing of decision No. 21 be had, setting forth various reasons to sustain this request. At a meeting of the trade council held on October 7, Mr. — set out fully his reasons for believing that this decision should be changed.

These reasons in brief are as follows: That the weavers' organization for years has fought against the two-loom system, and through their power as an organization have generally eliminated the working of two looms except on the very narrow widths. The organization, in stating its objections to the system, has at times been rather vague, but always there has been an effort to eliminate two looms or else bring them down to narrow widths. That on the principle of opposition to two looms, the union has felt and still feels more strongly than even on the question of higher or lower wages. That this decision compelling the weavers in the three locals coming under this agreement to once more take up weaving of wider widths on two looms means setting this small group apart from their fellow workers, and in this matter of a vital principle asking them to do that which no other branch of organized labor in the textile industry will permit. This means retrogression, and all this will tend to undermine the union, lessen the control of its leaders, and make for bad discipline. This is not a supposition. Already since the issuance of the decision, it has proven to be a fact. Both directly and indirectly this tends to weaken the collective bargaining machinery and retard the extension of this machinery throughout the silk ribbon industry.

Through the struggle to eliminate the two-loom system or at least the working of two looms on any but narrow widths, the organization had succeeded in the shops coming under this agreement to limit the working of any two looms to those of narrow widths. This practice of making only the narrow widths on two looms had been carried on for a long enough period prior to the signing of the agreement to constitute a shop practice. As this shop practice touches on such a vital principle, we would ask the impartial chairman to give more than the ordinary "due consideration" called for in the agreement, when an alteration of such shop practice is demanded. Some reason out of the ordinary should be given for altering this particular shop practice.

Reports from other mills in New Jersey and New York indicate that in the majority of cases where the union has control two looms are worked only on the narrow ribbons.

The first three combinations of looms in this decision call for the cutting out of a number of spaces on each loom for the purpose of making the lineage come within a certain total figure. To thus reduce the productive capacity of any loom means a general reducing of the production of the mill. This is a violation of the agreement, which in the preamble says, "Public interest requires increasing production as a prime factor in reducing commodity prices." Further, there is a clause in section 7 of the agreement which says "Any ruling which results in decreased production shall be immediately revoked and rectified." The employers themselves have declared that this cutting out of spaces on the looms is uneconomic and fundamentally wrong. On these grounds alone, that part of the decision should be changed.

In answer to the arguments presented by Mr. —, the — Co. shows from their production figures: That no weaver can earn the minimum guaranty on the — quality of ribbon if made on a single loom. That this applies particularly to the widths from No. 16 down. That to pay a rate on a single loom high enough to enable a weaver to earn his minimum would make the cost of this ribbon reach beyond a figure at which the firm could handle it.

In regard to the union's contention that this decision fundamentally injures its growth, strength, and discipline, the firm answers that they believe the organization has not approached the subject from the right angle. That the measure of a man's work should be the number of lignes he has to handle and not the number of looms. That the total lignes allowed by this decision on two looms does not equal the amount of lignes run on one loom, both on this quality as well as on heavier grades.

It is further contended that to attempt to hold to what was the shop practice at the time of the agreement would mean stagnation. That present conditions of the market call for a change in a practice which obtained under conditions materially different from those now existing.

Regarding the limiting of production by cutting out spaces on certain looms the firm contends that the impartial chairman should allow in such cases the looms to run to their full capacity, as the few extra spaces would not work any hardship on

the weaver; moreover, the production will be reduced to a much larger degree if a weaver is allowed to run a single loom only from No. 7 up.

The firm further asserts that the collective bargaining agreement and the growth of the association will receive a serious setback if the decision is repealed.

The chairman has carefully considered the arguments of both sides, of which the above is a brief summary, as well as the new evidence offered. The only new evidence presented to the chairman was that given on the point of existing shop practice and on the point of the firm's inability from the cost standpoint to manufacture the — brand of ribbon on a single loom.

On the point of existing shop practice, it was shown that for over a year the only combination of looms worked in the mill of the — Co. was that of a No. 5 and a No. 3, although it was further shown that the firm had in contemplation (at the time of the signing of the agreement) the working of two looms on wider widths. It was also asserted that at the time of the signing of the agreement no two looms were being worked on wider widths in the shops now coming under the agreement. There were, however, other mills in Greater New York dealing with the union in which combinations of a No. 5 and a No. 3 were being worked on a ribbon of heavier quality than the —. On the point of the cost to the — Co., evidence was produced by the firm to show the very low production made about two years ago on a single loom of the — quality.

In a case where error is made in the rendering of a decision, it has been ruled that a rehearing may be granted and if found necessary a modification or change of the decision be made. In this case, the chairman believes that not enough weight was given in decision No. 21 to the point of existing shop practice, nor to the vital effect the change of such shop practice at this time would have on the industry and on the collective bargaining agreement.

The clause in the agreement governing existing shop practices reads as follows: "In arriving at any conclusion in regard to wages or working conditions, the impartial chairman must give due consideration to all of the conditions of employment existing in the industry at the time of the execution of this agreement or subsequent thereto, but no practice or custom in existence in the industry shall be considered binding upon the impartial chairman."

Taking into consideration what had been the actual shop practice for the period of over a year; further considering what would be the effect upon the industry as a whole of changing such shop practice at this time, and after weighing the evidence about the low production on a single loom of the — quality, the chairman decides that on and after the date of this amended decision, the — Co. is to return to what was the practice of the shop at the time the agreement was signed, namely, a No. 5 and a No. 3, and that they are further at liberty to make other kinds of ribbon than the — on a No. 5 and a No. 3 or lower. Any looms now running which violate this amended decision are to be discontinued as soon as run down.

CASE No. 22.—FINE FOR DISOBEYING RULING.

Hearing, August 24, 1920; decision, August 25, 1920.

On August 14, Mr. D. — had an argument with the management of the firm over a reduction in rate on the ribbons on which he was working. He was told that the matter could not be straightened out until the return of Mr. G. —, who was then away on a vacation. Whereupon he said that he preferred not to work further until Mr. G. — returned. Following this argument at the office of the firm, he went to see Mr. W. —, which resulted in Mr. W. — and Mr. D. — coming to the office of the chairman.

After a thorough discussion of the matter, the chairman instructed Mr. D. — that he must return to work on Monday, August 16, and that any complaint about his pay would be taken up in the regular order. Mr. D. — promised to follow the ruling of the chairman and to return to work on Monday.

Mr. D. —, however, did not follow out this ruling and failed to return to work on Monday, August 16. He did not go back to the plant until Saturday, August 21, which visit was for the purpose of collecting money due him.

The chairman was again called into the matter, and again instructed Mr. D. — to return to work on Thursday, August 26, the beginning of the firm's working week. This time, owing to illness of Mr. D. — he could not return to work on the date specified, but he returned to work on the following Monday morning, August 30.

For disobeying the ruling of the chairman to return to work on Monday, August 16, and for breaking his promise, the chairman herewith imposes a fine of five (\$5) dollars, which Mr. D. — is to pay into the chairmanship fund on the receipt of this decision.

CASE NO. 23.—ALLOWANCE OF EXTRA PAY.

Hearing, September 7, 1920; decision, September 7, 1920.

The statements made show that Mr. —'s loom had run down and that it was a period of about two weeks before there was another loom ready for him. During this time Mr. — helped get other looms ready and also worked on samples. When Mr. — is working regularly on his own loom he always makes above the minimum. The firm desires to recompense him for the opportunity he lost of earning above the minimum during the two weeks he had to wait between looms.

After hearing a full statement of the case, it is believed that Mr. — should receive ten (\$10) dollars to compensate him for the extra money he could have earned.

In consideration of all that has been shown in the case, the chairman confirms this additional pay of ten (\$10) dollars.

CASE NO. 24.—REQUEST FOR REINSTATEMENT.

Hearing, September 8, 1920; decision, September 27, 1920.

Mr. — was hired as a weaver by this firm and went to work on Thursday, July 29. He worked until Wednesday, August 11, when he was discharged. The Amalgamated asserts that this was an unjust discharge, and asks that the case be heard.

It appears from the evidence that Mr. — took a loom which had been run by a Mrs. —, who had started this loom on Tuesday, June 1. During the week from June 10 to the 16th she made 50½ yards, the next week 51½ yards, the next full week 52 yards, and the next full week 54½ yards, after which time Mr. — took the job, Mrs. — going away on her vacation.

Mr. —, during the first full week, which ended on Wednesday, August 4, made, according to the records of the firm, 43½ yards. One of Mr. —'s eyes had been troubling him, and on Thursday morning he was not able to come to work, and continued to be unable to work during the rest of that week. Of the following week he worked Monday, Tuesday, and Wednesday, making 23½ yards. The firm felt that he was not making sufficient production to justify them in retaining him, and he was accordingly given notice of discharge. The loom on which Mr. — was working ran down in the next few days, thus making it impossible to compare Mr. —'s work with that done by his successor.

It was shown that Mrs. — was a fair weaver but she was not considered an exceptional one. It was further shown that Mr. — was \$1.13 below the minimum on the week ending August 4, and \$1.38 below the minimum on the week ending August 11.

It was brought out that Mr. — had not been doing any work as a weaver for about a year and a half. Also, that the weather during the two weeks while he was at work was exceptionally hot and muggy, making the running of a loom more difficult than under ordinary conditions.

It was shown by the records that on two of the days Mr. — worked he had crosses.

Mr. — in his evidence stated that he had made request to be allowed to take weight off the loom, but that for reasons which the ribbon inspector deemed good (it was a moire ribbon) he was not allowed to do so. Mr. — claims that this refusal to allow him to take weight off the loom was to a certain extent a handicap.

It was stated by the superintendent and the foreman that Mr. — was let go because of his low production, and they point to the difference between his production and the production of Mrs. — on the same loom for several weeks prior.

It was charged that Mr. — was discriminated against. The chairman investigated this charge and found that from April 15 to August 2, 23 people had applied for work at this mill at different times, a number of them being sent by the business manager of the locals. The management of the mill decided, after interviewing the applicants, that 11 of them were not suitable for the work in the mill. In the case of four of them no loom was available. In the case of four others, the weavers were started to work but discharged because of low production, and Mr. — was one of these four. Two of these were hired on April 28 and 29 and the other two were hired about May 10. The two last weavers were both placed on pattern No. 4431, which was the same pattern that Mr. — worked on and was the same job in all respects. Both of these last-mentioned weavers made a better record in the first two weeks than did Mr. —.

It can be seen that, simply taking the figures of production, the firm was justified in discharging Mr. —. But the chairman feels that considering all the circum-

stances under which Mr. — took up the work, that two weeks was not a fair trial. As, however, the agreement allows a firm to discharge a man without recourse within a period of two weeks (unless discrimination is proved), the firm in this case was within its rights. The chairman, however, believes that this case very clearly proves that two weeks is too short a time in which to give a weaver a fair trial. It is therefore suggested that an amendment to the agreement be made by the trade council giving a weaver a longer period of time for trial.

CASE NO. 25.—READJUSTMENT OF PIECE RATES.

Hearing, October 8, 1920; decision, October 8, 1920.

The — Co. had announced rates on three new jobs to the weavers named. There were objections made that some of these rates were not proper, and readjustment was asked.

On the hearing of the case the — Co. admitted that error had been made, and called attention to the fact that they had already readjusted the rates. The calculations of the adjusted rates and discussion of the same was then had before the chairman, and the following rates as readjusted were formally confirmed:

| | Former rate. | Adjusted rate. |
|-------------------------|--------------|----------------|
| Miss. ————— | \$5.95 | \$6.90 |
| Mr. —: Loom No. 3 | 2.45 | 2.45 |
| Loom No. 7 | 3.50 | 4.15 |
| | <u>5.95</u> | <u>6.60</u> |
| Mr. —: Loom No. 2 | 2.80 | 2.80 |
| Loom No. 5 | 2.85 | 3.45 |
| | <u>5.65</u> | <u>6.25</u> |

The hearing of this case convinces the impartial chairman that a temporary price committee should be appointed, composed of an equal number of representatives from the union and from the management of the — Co. Many of the disputes over piece rates are occasioned through clerical errors or misunderstanding of the methods of calculating the rate. To bring all such cases before the impartial chairman will cause considerable delay. The proper functioning of a price committee will mean the disposal of these minor disputes at once, and the settling of any necessary readjustments promptly.

It is therefore ordered that the union through the joint board of the Greater New York silk ribbon locals appoint two members of this committee, and the management of the — Co. appoint the same number, sending in the names to the impartial chairman. This price committee will work under the general direction of the impartial chairman, and in cases where they do not come to an agreement the matter will be referred to the chairman. Where the work of this committee takes up any considerable amount of time, the employer will deduct such time from the pay of the union representative, and for the time so lost the representatives shall be reimbursed by the Amalgamated.

It is suggested as a practical detail in carrying out the work of this committee that the firm should, when preparing a new job, work out what they believe to be a proper rate. This rate, together with the method of its working out, should be given to the Amalgamated members of the price committee. If it meets with their sanction, this will confirm the price set. If it does not meet with their approval, then a meeting of the full price committee should be called and full discussion had on the contemplated rate.

CASE NO. 26.—COMPLAINT OF DISCRIMINATION.

Hearing, October 26, 1920; decision, October 26, 1920.

Mr. — is a weaver in the second class, and was laid off from work on September 21. He complained that others have been taken back to work since he was laid off out of their turn.

Prior to his entering the Army he worked for this firm for about two years. At the present time he has been working for the firm for about nine months. About the beginning of August he was put on loom No. 100, and ran this loom until September 15. Owing to the fact that his production on the loom was constantly low, he was transferred on this last date to loom No. 96 which ran down in a little less than a week, when he was laid off. In his evidence, Mr. — claimed that his low pro-

duction was due to "bad edges," but the man who was put on loom No. 100, shortly after Mr. — was transferred, remedied whatever was the fault, and after that made an average of about two yards a day higher than had Mr. —.

The evidence shows that the foreman kept a list of the weavers as they were laid off, and that in taking on weavers for new jobs he took from this list in their proper rotation the next weaver who, in his judgment, was fitted for doing the job. It was shown from the records that after Mr. —'s name had been reached that seven weavers had been given work, but that all these weavers save one were either hatband weavers or weavers of the first class. An investigation of the one exception shows that this third-class weaver was better fitted by former experience to handle the particular job on which she was put than Mr. —.

It is therefore decided that up to this date no discrimination against Mr. — has been shown. It was disclosed, however, by Foreman —'s records that he is about to start a loom for which he thinks it possible that Mr. — is fitted. It is therefore ordered that Mr. — be given notice to return to work.

CASE No. 27.—REQUEST FOR A RULING ON THE BASIS AND AMOUNT OF COMPENSATION TO BE PAID TO WEAVERS.

Hearings, from September 9 to date of decision; decision, October 29, 1920.

Mr. — was appointed July 8 under section 7 of the agreement to assist the chairman in making an investigation and study for the purpose of issuing rulings as to "the basis and amount of compensation to be paid to weavers." The report prepared by Mr. — was first brought before the trade council at its meeting of September 9, at which time it was directed that the report be rewritten and copies of it furnished to each member of the trade council. This was done, and at the next meeting of the trade council, on September 16, the reading and discussion of the report was commenced, and was continued at the meetings of September 23, October 7, and October 21.

At this last mentioned meeting discussion was held on the request of the Amalgamated that the basis and rate of payment be week work with two classes, at \$40 and \$45 per week. The chairman, after reading to the trade council all the arguments submitted by both sides on the question of week work, and after listening to further arguments of the members of the council, ruled that at the present time it is not practical to establish week work, and requested the members of the trade council representing the Amalgamated to state what modification of the present system of wage payment they would desire. After conference, these representatives stated that as the ruling was against week work, they would stand by that part of their request which called for two classes with a minimum guaranty of \$40 and \$45 a week, or the hourly equivalent. The trade council representatives of the employers on their part requested that the present method of payment, both as to basis and amount, be allowed to stand, with the present three classes and at the present rates of 80, 85, and 90 cents an hour.

The chairman in ruling against the establishment of week work is actuated by several considerations, the principal ones being: First, that the minimum guaranty gives the same assurance of fixed income as does week work; second, instituting week work would mean a very radical change from the present practice, and would mean the establishing of this method of payment for a small group of the manufacturers in this market; third, and by far the largest consideration, is that at the present time there has not been established any standards of production in the various mills. Under the agreement, it would not be possible to establish week work without at the same time establishing standards of production. The chairman believes that in time it will be possible to set up such standards in each mill, but this will take considerable time and call for a longer, different, and much more thorough investigation and study than has yet been made, and the chairman does not believe it would be well to further delay a ruling which will settle for the present the basis and amount of compensation.

The impartial chairman, in deciding on the basis and amount of compensation to be paid to weavers, has taken into consideration that some agency must be set up in each mill for the purpose of eliminating any possible friction in the setting of piece rates, and for the purpose of making known to the individual weavers in the mill how and why such piece rates are set. He has further considered that he is at this time making a ruling as to rates and method of payment which were in dispute over six months ago, and which ruling has been held in abeyance until now. Consideration has also been given to the arguments relative to a family budget, the present cost of living, the present condition of the silk market, the amount of actual earnings

of the weavers in the mills coming under the agreement, and other relative matters. With all these things in mind, the chairman decides:

1. There shall be established in each mill coming under this agreement a committee to be known as the price committee. This price committee shall consist of an equal number of representatives of the weavers working in the mill and of representatives of the management of the mill. In no case shall there be less than two members of the committee on each side. The qualifications for a member of the price committee shall be the same as those for a member of the trade council, as given in section 6 of the agreement. The representatives of the employers shall be selected from the management of the mill. The representatives of the weavers shall be selected by the workers in the mill. After all members of the price committee have been selected, the names shall be sent to the impartial chairman for confirmation, and this price committee shall work under general rules laid down by the chairman. The price committee shall hear all requests for reclassifications of weavers. It shall be the main function of this committee to set the piece rates for all new jobs of a type not previously made, and to make adjustments of all rates on which there is dispute. Where the price committee can not agree on rates, reclassifications, or any other subject referred to them, the matter will then be referred to the impartial chairman for decision. These price committees are to submit all data of their calculations as to piece rates to the impartial chairman, not only in those cases in which they can not come to an agreement, but also in cases where they have come to an agreement. If the work of these committees takes up any considerable amount of time, the employer will deduct such time from the pay of the union representative, and for the time so lost the representatives shall be reimbursed by the Amalgamated.

2. The weavers shall be divided into three classes in all the mills coming under the agreement.

The first class shall receive a minimum guaranty of not less than 95 cents an hour.

The second class shall receive a minimum guaranty of not less than 87½ cents an hour.

The third class shall receive a minimum guaranty of not less than 80 cents an hour.

This decision is to become effective on the first pay starting on or after November 1.

CASE NO. 28.—PRICE COMMITTEE HEARING—PIECE RATES.

Hearing, November 9, 1920; decision, November 9, 1920.

A question arose over the piece rate of pattern 500 (neckties) on loom No. 36, and the impartial chairman was called in to sit with the committee. This was a job of 28 spaces of 39 lignes with band (15-inch) 28 lignes, tapering down to 39 lignes, with a total lineage of 1,103; reed (average), 36/7/1 single; picks, 76 in the body of the tie and 56 in the band; filling, two and 150 denier wood silk; weave, tubular, cotton warp; speed of loom, 90 picks per minute. The calculation of this job was based on the Paterson Blue Book with an addition of 65 per cent to the rate given in the book, making the rate of this job \$7.75 per cut.

After going over the calculations and listening to the arguments, the chairman confirms this rate.

Another rate in question was an — pattern, on loom No. 43; lignes, 23; spaces, 28; reed, 60/6/1 single, raw; picks, 56; 25/2 cotton filling; weave, satin; speed of loom, 90 picks per minute. The calculation of this job was based on the Paterson Blue Book with an addition of 65 per cent to the rate given in the book, making the rate of this job \$5 per cut.

After going over the calculations and listening to the arguments, the chairman confirms this rate.

CASE NO. 29.—REQUEST TO RUN TWO LOOMS OF 9½ LIGNES EACH, WITH ONE WEAVER.

Hearing, December 14, 1920; decision, December 20, 1920.

The — Co. makes formal request that they be allowed to run two looms with one weaver—one of 58 spaces and one of 66 spaces of 9½ lignes each.

The chairman has investigated this request and finds the job to consist of a 1,000-yard warp which will run about 14 weeks. One loom (No. 17) is 58 spaces and the other (No. 72) is 66 spaces of 9½ lignes each, making a total on the two looms of 1,178 lignes; raw silk; warp, 20/22; filling, 60/2 cotton; reed, 56/4/1; picks, 48; rate, 66 spaces, \$3.20; 58 spaces, \$2.80; total, \$6.00.

In view of the fact that there is a considerable demand for this kind of satin ribbon at the present time at a low price, and in view of the present depressed condition of the silk ribbon industry and the consequent lack of work, the chairman believes that it will be wise to grant (temporarily) this request purely as an emergency matter.

Therefore, the request of the firm is granted, with the understanding that this decision only applies to the present warps above mentioned, and that when these warps run down they are not to be remounted because of this emergency decision.

CASE No. 30.—REQUEST TO RUN TWO LOOMS OF 9½ LIGNES EACH, WITH ONE WEAVER.

[Similar to case No 29, except that the chairman did not restrict the length of the warps, but reserved the right to open the decision at any time for further consideration of the subject.]

CASE No. 31.—REQUEST TO OBSERVE MAY 1 AS A HOLIDAY.

Decision, January 25, 1921.

At the twelfth meeting of the trade council held on October 22, 1920, said council came to an agreement that the following holidays are to be observed under the agreement: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas.

A request was made by the union that May 1 be included in this list of holidays. As it was found that there could be no agreement of the trade council on this subject, the matter was left to the impartial chairman for decision.

After a thorough investigation of the observance of May 1 as a holiday by other labor organizations, the chairman rules as follows: May 1 is not to be considered as a holiday in the sense that the days above mentioned are considered, namely, that the workers are at full liberty on their own volition to observe such days as holidays, and that if they consent to work on such days they are to receive time and a half. But the chairman does rule that on said 1st day of May any worker desiring to observe said day as a holiday will be at liberty on his own volition to so observe it, and for such act shall not be discriminated against by his employer. Those working on that day shall, however, receive only straight time.

CASE No. 32.—REQUEST TO RUN TWO LOOMS, ONE OF 13 LIGNES AND THE OTHER OF 6 LIGNES, WITH ONE WEAVER.

Hearing, February 28, 1921; decision, March 4, 1921.

The — Co. makes formal request that they be allowed to run two looms with one weaver—one (No. 35) of 60 spaces of 13 lignes and the other (No. 34) of 72 spaces of 6 lignes, making a total of 1,212 lignes; — quality; raw silk; warp, 20/22; filling, 3-thread tram; reed, 56/4/1; picks, 76; rate, 60 spaces, \$4.40; 72 spaces, \$2.45; total, \$6.85.

These two looms are at present operating with one weaver, having been mounted in September under decision No. 21 and prior to the issuance of decision No. 21A. The specific request in this instance is to remount the loom of 13 lignes, the warp in the loom of 6 lignes having six to eight weeks yet to run.

In view of the facts already enumerated in decisions No. 29 and No. 30, the chairman believes it would be wise to grant this request under the present emergency.

Therefore, the request of the firm is granted, with the understanding that this decision only applies to the present looms above mentioned, and that when the warp of 13 lignes, which is about to be mounted, has run down, that this particular loom is not to be remounted unless with a warp of less than 13 lignes.

CASE No. 33.—REQUEST TO RUN TWO LOOMS OF 9½ LIGNES EACH WITH ONE WEAVER.

Hearing, April 11, 1921; decision, April 12, 1921.

The — Co. makes formal request that they be allowed to run loom No. 69, 60 spaces of 9½ lignes, and loom No. 72, 66 spaces of 9½ lignes with one weaver. The last-named loom is nearly run down and has about two weeks to go. These two looms do not stand facing one another but face the same way, with the aisle between them. The circumstances under which this request is made are as follows:

Looms Nos. 72 and 71, facing one another, have been run by one weaver. Loom No. 71 has now run down. Facing loom No. 69 is loom No. 70, which has been warped in with No. 3 grosgrain. Before starting up loom No. 70, which is to be run in conjunction with loom No. 69, by one weaver, it is desired to run down loom No. 72. The ribbon on looms Nos. 69 and 72 is of — quality.

The chairman, after viewing the situation and considering the fact that loom No. 72 has such a short time to run, decides that it is permissible to run loom No. 72 in conjunction with loom No. 69.

CASE NO. 34.—REQUEST FOR DOWNWARD REVISION OF WAGE SCALE.

Hearing, April 14, 28, and May 11, 1921; decision, May 20, 1921.

This case was heard by the trade council at the various meetings up until and including the meeting of May 11, 1921, at which time a vote was taken which resulted in a tie, and the case was then left to the impartial chairman.

The testimony consisted largely of the verbal evidence presented by the different representatives, together with letters, briefs, and other documents turned over to the impartial chairman.

On March 24, 1921, the president of the Associated Ribbon Manufacturers of Greater New York addressed a communication to the impartial chairman, as chairman of the trade council, asking that hearing be held on the request of the manufacturers for a downward revision of the wage scale. As a result of this request a meeting of the trade council was called for April 14. When the subject was brought up for discussion Mr. — objected to the fact that this notice for a change in the wage scale was given only one week prior to April 1, which date had been set as the beginning of the manufacturing season. His contention was that one week was not sufficient time in which to discuss and decide such an important question. That we were now past the time set for the beginning of a manufacturing season and should not discuss the changing of wages during this season. The manufacturers on their part pointed out that no time had been set for the giving of such notice and that, as their request had been presented to the trade council through its chairman prior to the beginning of the manufacturing season, they were within their rights.

The impartial chairman reserved decision on this question and on April 22 decided that the question of wage revision could properly come before the trade council, due to the fact that notice for such revision had been given prior to April 1. A meeting of the trade council was then called for April 28.

At this meeting the matter was given considerable discussion and the employers presented the following concrete demands. That there be a reduction made in the hourly minimum guaranty as follows: The 80 cent minimum reduced to 70 cents, or a 12½ per cent reduction; the 87½ cent minimum reduced to 80 cents or about 9 per cent reduction; the 95 cent minimum reduced to 87½ cents or about 8 per cent reduction; a general reduction of 10 per cent on all piece rates.

The grounds for this downward revision were given as follows:

1. It is the tendency of the times, by which is meant the demand on the part of the buyers and consumers for lower prices. The only way that lower costs can be attained is by wage reductions.
2. Such reductions have and are being made in nearly all manufacturing lines, even those in which the Amalgamated is prominent.
3. Reductions have admittedly been made and accepted in our own branch of business.
4. More favorable terms have been granted by the union to a New York manufacturer than have been granted to manufacturers in the agreement.
5. The guaranteed rate to minor weavers in Class III is far beyond their earning power, in many cases causing considerable excess payments and consequent losses to manufacturers.
6. In many cases the guaranteed wages and the piece rates on certain grades of goods are far in excess of what is paid in nearby cities for similar work. This large difference is driving these classes of work out of the Metropolitan District where they have been made for many years. This means idle looms, loss of orders, and business for the manufacturers, and unemployment for such weavers as are fitted for the work.
7. Mention is made of the lowered cost of living which has been an influencing factor in wage reductions.

The manufacturers also called attention to the fact that while the reduction in wages they are requesting will lower the cost of production but a small percentage, yet that this small percentage in the total is an important factor, as it is the margin which will enable them to take orders which they are now compelled to refuse.

At the meeting on May 11, Mr. — presented a brief for the union in answer to the employers' reasons and demands for a reduction.

The first point made in this brief is that as the beginning of the manufacturing season is April 1 the manufacturers must have already set their prices for their goods for the six months' season beginning April 1. That such prices must have been based on the present wage scale. To reduce this wage scale for this season would only provide excess profits for the manufacturers. If it is argued that April 1 is not the beginning of the season, and that there really are no seasons, then the union would be justified in asking that wages be changed at any time during the year.

The next point considered by the brief is the so-called general tendency to reduce wages. Attention is called to the fact that where wages are being reduced they are much higher than those now received by the silk ribbon weavers. Examples of wage rates in various industries in Rochester are cited to prove this contention. As against the statement of a general tendency to reduce wages it is asserted that the wages of shoe workers, mine workers, and railroad workers have not been reduced, and, further, that in the case of some of the woolen and worsted mills in New England and in a number of silk mills in Hudson County, N. J., there had been increases lately granted which wiped out former reductions; that even if there is a tendency to reduce wages in some industries, that does not establish a basis that this is the proper time to reduce wages in the silk ribbon industry; that as ribbons are a luxury it does not necessarily follow that reduction of wages in industries manufacturing the necessities of life should be followed by reduction of the silk ribbon wages. Neither does it follow that if there is a possibility of the necessity for wage reductions the first of next October that such reductions should be made now, over four months before that date. In this connection attention is called to the fact that for a period of six months or more during 1920, when living costs were steadily rising, the union waited for a decision on the wage payment question and that at the end of that time a decision was announced which gave no increase in pay whatever to the third-class weaver and only very low increases to the other two classes.

The union denies the statement of the manufacturers that more favorable terms have been granted to other shops in this market under the control of the union and asks that this denial be recorded as a positive fact. Further, the union asserts that there has been no general downward revision of wages in the Paterson silk ribbon market. That such reductions as have been made in that market are very slight and made only on the cheaper grades of goods. That the competition of this market with the Greater New York market has existed for years, and that during this time the shops in this market have not had to operate at a loss.

In connection with the demand for a general downward revision the union shows that something must be done to increase or at least keep up the supply of trained weavers in this market. Under the agreement an apprenticeship plan is being worked out to help do this. Capable young men can not be induced to enter such apprenticeship unless the wages approximate to some degree those of other skilled industries.

In answer to the fifth and sixth contentions of the employers the union points out that the minimum guaranty of \$35.20 is not too much to pay anyone who is qualified to be a weaver. That considering the number of weeks' work obtained in this market the guaranteed earnings of a third-class weaver would be about \$30.80 per week. That the third-class weavers were granted no increase whatever under the last wage payment decision. The fact that a great many of this class of weavers are not earning their minimum may be, in part at least, attributed to the fact that the piece rates on their work have not been properly set.

The brief of the union points out that as they do not know the amount of profit the manufacturers are making they can not argue the question as to whether or not it is possible to make at a profit the class of goods mentioned in the sixth point of the employers. But, they do contend that as the wages of the weaver constitute less than one-fifth of the manufacturing cost that a reduction of 12½ per cent on this cost will not appreciably help the manufacturers in meeting competition.

The chairman has given careful consideration to the claims and demands of the manufacturers and to the various points advanced in the brief of the union. In making this decision the chairman has also considered the following other points:

1. The great opportunity for the more flexible handling of all matters in dispute arising under a collective bargaining agreement. Under the old method whenever a settlement of a question was made, the points of that settlement, regardless of the varying conditions which followed, held good until some extraordinary pressure, a strike or a lockout, brought about a change. Under the new machinery of collective bargaining emergencies may be met by a decision which need be kept in effect no longer than the emergency requires.

2. That, during the past year, manufacturing costs to the firms coming under the agreement have been lower than they otherwise would have been had the usual strikes

and stoppages occurred. On the other hand, the yearly earnings of the weavers have not decreased.

3. That owing to the tardiness of the notice for revision of the wage scale, as well as unavoidable delays since such notice, the season is already somewhat advanced and the time before which a reconsideration of any decision may be had is considerably shortened.

4. That both parties agree that the factor of competition which was nearly eliminated during the period of high prices and ample profits is again asserting itself. This must be reckoned with in the present and future setting of wages. In this market this competition at present is most apparently felt in the cheaper grades of ribbons.

The chairman, after considering all the factors presented by both sides and brought out by personal investigation, does not believe at this time that there is justification for a general decrease in the guaranteed minimum wage rates. Therefore, the request of the manufacturers for a general revision downward is denied.

But, while the chairman feels that there should be no general reduction, it is just as strongly apparent that there are certain adjustments necessary to meet the present and immediate requirements of the situation. The employers have clearly shown that they are not manufacturing and can not manufacture certain grades of ribbon while paying the rate of wages called for under the agreement, in competition with other firms and markets where wages on this class of goods are considerably lower. The chairman thinks it most inadvisable at this time of close competition and industrial depression to bar from this market this class of goods.

To enable the manufacturers to make at this time this grade of goods in this market, the chairman rules that the following two readjustments shall be made:

1. During this emergency and to meet the present close competition, it is ordered that for the time being hard or raw silk ribbon may (under certain conditions) be made on two looms. No two looms shall exceed a total of 1,354 lignes and no ribbon so made shall be wider than 21 lignes and shall have all raw silk filling. No rate lower than 87½ cents an hour shall be paid on any two looms mounted under this decision. This means that a third-class weaver while working on two looms shall receive 87½ cents an hour but will revert to his regular minimum when he goes back on one loom.

2. Investigation shows that a considerable percentage of the cheaper grade of ribbons is made in this market on so-called automatic high-speed looms. Therefore, for the present, work done on automatic high-speed looms may be paid for at a rate of 12½ per cent below the minimum guaranty of the worker. This does not mean that there is to be any change in the class of the weaver. A worker if employed on an automatic high-speed loom, may receive, while working on such loom, 12½ per cent below his minimum guaranty, but when he is transferred to any other kind of loom he immediately reverts to his usual minimum. In other words, the percentage of reduction is for such work as is done on automatic high-speed looms and does not affect the worker when working on any other kind of loom. Also this reduced rate shall not apply to any ribbon made on two looms. Further, it is the sense of this decision that this reduction on automatic high-speed looms obtains only where the lighter draft ribbons are made. Where the heavier draft ribbons are made on automatics the usual rate shall be paid. To decide the dividing line between "heavy" and "light" draft ribbons is purely a technical question. Therefore, the chairman leaves to the trade council the setting of this dividing line.

The looms here referred to as "automatic" are the manufactured automatic high-speed looms made by such firms as — and —. In case there is any disagreement between the price committee and the management as to the kind of loom falling under the designation "automatic" such disagreement shall be referred to the impartial chairman for settlement.

This decision becomes effective June 1, 1921.

CASE NO. 35.—SETTING DIVIDING LINE BETWEEN HEAVY AND LIGHT WEIGHT RIBBONS.

Hearing, June 16, 1921; decision, June 21, 1921.

In decision No. 34, rendered on May 20, among other things it was decided that where lightweight ribbons were made on automatic high-speed looms, there would be a 12½ per cent reduction on the minimum guaranty of the weaver working on such looms. The decision read further: "To decide the dividing line between 'heavy' and 'light' draft ribbons is purely a technical question. Therefore the chairman leaves to the trade council the setting of this dividing line."

At the meeting of the trade council on June 9 the matter was brought before the council, and after some discussion it was decided to appoint a committee to set the dividing line between the light and heavy quality ribbons to be made on automatic high-speed looms. This committee consisted of Messrs. —.

This committee reported at the next meeting of the trade council on June 16 that they had agreed on the following qualities as constituting the dividing line:

Satin and taffeta: 60 reed English—4 single in a dent.

Taffeta: 66 reed English—3 single in a dent.

Single shop grosgrain: 76 reed English—3 single in a dent, picks not above 60.

The trade council, after considering the report, accepted that part of it regarding satin and taffeta ribbon but could not agree on the taffeta and single shop grosgrain, which were finally left for the decision of the impartial chairman.

The chairman, after investigation and consideration, believes that the report of the committee should be accepted with a very slight modification given below. Therefore the decision is as follows:

Satin and taffeta: 60 reed English—4 single in a dent.

Taffeta: 66 reed English—3 single in a dent.

Single shop grosgrain: 72 reed English—3 single in a dent, not above 60 picks.

Single shop grosgrain: Above 72 reed up to 76 (inclusive) reed English—3 single in a dent, not above 56 picks.

The qualities named in this decision are the maximum of the lightweight ribbons. Anything above the qualities here set down is to be considered as heavy weight.

CASE NO. 36.—REQUEST FOR DOWNWARD REVISION OF WAGES.

Hearings, September 8 and 27, 1921; decision, October 3, 1921.

On August 23, Mr. —, president of the Associated Ribbon Manufacturers of Greater New York, made a request to the chairman of the trade council that a meeting of said council be held for the purpose of considering a downward revision of the present wage scale. Such meeting was called on September 8, prior to which meeting the Greater New York silk ribbon locals of the Amalgamated Textile Workers of America presented their demand for the establishment of the week-work system of wage payment in this market with two classes of workers to be paid, respectively, \$40 to \$45 per week.

At the meeting held on September 8, the Associated Ribbon Manufacturers presented their formal demand calling for the following reductions in the minimum guaranties: All weavers now receiving 95 cents to receive 81 cents; all weavers now receiving 87½ cents to receive 75 cents; all weavers now receiving 80 cents to receive 68 cents; all weavers now receiving 70 cents to receive 60 cents.

In addition to this demand there was also a request that the two-loom system be extended up to 1,600 lignes on the — brand of ribbon, irrespective of combination of widths. Also on single looms of raw silk, with silk or cotton filling, that the guaranty be the lowest minimum rate.

These requests from both sides were heard by the trade council at two meetings, one on September 8, and the other on September 27. At the last meeting a vote was taken on the employers' request, which resulted in a tie and the matter was thus left to the impartial chairman.

The evidence presented to the chairman and to the trade council consisted of briefs from both sides and the verbal arguments which were heard at the different meetings of the trade council.

The employers' arguments were: That wage reductions were being made in practically every industry in the country, citing particularly the textile workers of New England, the railroad workers of the country and the building workers of Chicago. To further substantiate this contention, a number of other specific instances were quoted. The United States Monthly Labor Review for May, 1921, was quoted to the effect that there was a downward revision of the rate of wages of silk workers in the United States from July 1, 1920, to March 31, 1921. That out of 47 mills reported, there were decreases in 43 and increases in four.

The Associated further claimed that a reduction in wages in this market was absolutely necessary on account of the competition with other manufacturing centers and with other mills in this city. That the manufacturers in this market were handicapped not only by the guaranteed minimum wages but also by competing with centers where straight piecework and lower rates prevailed. That in order to compete with other ribbon manufacturers, labor costs must be lowered. That other manufacturers had the advantages not only of the lower rates but also of longer hours and the two-loom system on certain classes of work. That the small group of manufacturers making up the Associated Ribbon Manufacturers of Greater New York did not

feel that they could stand alone in maintaining high wages as against all or practically all of their competitors in this and every other market.

The union in their reply insisted on their demand for week work with two classes at \$40 and \$45 per week, and requested the impartial chairman to consider the arguments which had been presented by the union at the time of their original request for this system of wage payment.

In answer to the citation of numerous wage cuts in industries the union pointed out that in the report of the State industrial commission it was shown that in 200 factories in New York State, employing 75,000 workers, there had been no reduction of wages, and called attention to the fact that the ladies' tailors had just defeated an attempt of their employers to cut wages. Further, the union strongly insisted that where any wage reduction was asked for, specific reasons should be given for such request and not the mere fact that other manufacturers were cutting wages. While admitting that some reductions had been made in the Paterson ribbon mills, it was insisted that these reductions were made only on the cheap grades of light ribbon.

In regard to competition with Pennsylvania the union pointed out that this competition had always existed and that New York had the advantage of better production. In answer to the employers' claim of no profits, or of very low profits, the union contended that the employers had submitted no figures in relation to this matter.

In respect to the request for an increase of the ligneage on two looms to 1,600 lignes, the union pointed out that the two-loom system was in very bad repute with organized workers everywhere, and reminded the trade council that previous awards of the impartial chairman on this question were clearly stated to be emergency measures.

Reference was made to the cost of living and attention particularly directed to the fact that the decline of prices had been arrested and that there was a present tendency of prices to rise again. That in this city rents are abnormally high with no hope of decrease and with an actual prospect of increase.

In regard to the reduction of wages of railroad workers and in the building trades, attention was called to the fact that both these classes of workers still have a higher wage rate than weavers.

In answer to the employers' assertion that they were handicapped by competing with other centers where straight piecework prevailed, the union contended that the workers in this market have just as great an incentive to production, for the reason that piece rates accompany the minimum guaranties, and that most of the weavers earn more by the piece rates than their minimum.

The final argument of the union was that a reduction of the present wage scale would result in very few desirable workers being willing to take apprenticeship in the trade.

Among the subjects discussed before the trade council was that of the state of the market. The employers contended that not only was the market in very bad condition at this time, but that prospects for the coming season were very poor. The union, on the other hand, argued that some of the reports in the trade journals indicated that there was an upward tendency. The employers in reply insisted that in their particular plants no such tendency was indicated.

In addition to the arguments and briefs presented by both parties, the chairman himself made a personal investigation in some of the other silk centers. In Paterson it was found that there had been no formal reductions made in the fancy ribbon mills but that through a process of "nibbling" the rates on new jobs mounted during the last few months had been lowered. It was also found that reductions had taken place in some of the other mills making medium and cheap ribbons, of from 7½ to 15 per cent, most of the reductions being 10 per cent.

In Allentown, where the rates are lower than in New York, there had been a general reduction in that market last January of 20 per cent, this reduction covering all the different makes. In this market there is a 50-hour week.

In Stroudsburg there was a reduction in the ribbon mills last January of 20 per cent and a further reduction in April and May of 10 per cent.

In all these different markets there exists the two-loom system. Ligneage on two looms in Allentown and Stroudsburg ranges from 900 to above 1,900.

Some few of the ribbon mills in Paterson are organized, a few of the mills in Allentown have some organization, while Stroudsburg is unorganized.

This in very briefest outline is the evidence and arguments which were laid before the trade council and the impartial chairman. The briefs and arguments in full are filed in connection with this decision but not made part of it.

The chairman, after the matter was placed in his hands, first considered the demand of the union for the week-work system of payment. He again read over the

arguments made for and against this system, which arguments were presented at the time of the former demand for this system. The chairman believes that however valid these arguments for and against and whatever might be the decision under other circumstances, that it would not be wise to consider this change while crossing the stream of the present depression. If, after proper discussion, such a change was decided upon, it should be instituted under more favorable conditions than now obtain. Moreover, the instituting of a new wage-payment plan means the changing of a very fundamental thing, and should only be done after the fullest discussion and the most careful consideration. Also, a change in the method of payment should be considered on its own merits and those merits should not be clouded or mixed up with the question of an increase or decrease of wages.

The chairman next considered the demand of the Associated for a 15 per cent reduction in the minimum guaranties, and the various reasons therefor advanced by the employers and the answers given by the union.

It is to be noted that on March 24, 1921, the Associated made a demand for a downward revision of the wage scale. This request was denied for various reasons, although there were some reductions provided for on the cheaper and lighter weight ribbons. Among other things which led the chairman to refuse the request made at that time was that there then existed the hope of an improvement in the silk ribbon market and in the business of the country generally. Now six months later we find that there has not been the improvement hoped for in the silk ribbon market nor in business generally, and the state of the market for the next six months is very uncertain.

Considering all the angles of this subject, the chairman orders that the following adjustments be made in the minimum guaranties: All first-class weavers now receiving 95 cents are to receive 90 cents; all second-class weavers now receiving 87½ cents are to receive 80 cents; all third-class weavers now receiving 80 cents are to receive 74 cents.

The adjustment of the piece rates to meet the changes of the minimum guaranties is left to the price committees in different mills. This matter is left in the hands of these committees so that individual adjustments can be made rather than a uniform percentage reduction on all piece rates. In no case, however, shall the reduction on any one piece rate be greater than the average reduction just granted on the minimum guaranties, namely, 7 per cent.

In decision No. 34, rendered May 20, it was decided that work done on automatic looms should be paid 12½ per cent below the minimum guaranties. In consideration of the present wage reduction this former reduction is now changed to 8 per cent, with this qualification, that no minimum guaranty, under any conditions, is to go below 70 cents. The other stipulations and details of decisions Nos. 34 and 35 in regard to automatic looms still obtain. The only change in the decision is modification of the percentage.

In regard to the request for an extension of the present two-loom system to 1,600 lignes, the chairman believes that the request for this amount should be denied. In consideration, however, among other things, of the very light weight of the ribbon to be made, the chairman decides that the amount of 86 lignes can be added to the amount of ligneage (1,354) already granted in decision No. 34, and that the restrictions of that decision as to combinations of widths are removed. This amount on two looms is only allowed in a ribbon of raw silk, warp 20/22 denier, filling 3-thread tram, reed 56/4/1, picks 76. On one-loom jobs of all raw silk the same reduction will be allowed in the minimum guaranties as is now given on automatic looms, under the same stipulations and restrictions as are shown in this decision and in decisions Nos. 34 and 35.

The chairman recognizes that it is a principle of the union to restrict the amount of work done on two looms, and the chairman believes that there should be restriction. But the amount of such restriction as to width of spaces, weight of ribbon, and the total ligneage, is still a matter open to discussion. The amount of ligneage, etc., granted in this decision at this time is granted only on the ground of the prevailing state of the market. At the end of the season, or any other time when the trade council may decide, this matter is subject to further discussion and consideration, with the same rights as to change as are granted by the agreement to the subject of the wage scale.

In this connection the impartial chairman wishes to call to the attention of the trade council that it is inadvisable to request in any one decision that rulings be made on wages, the methods of the work, and the method of payment. These are three separate subjects and each should be considered separately and on its own merits. Where they are drawn together in one decision, any one of the subjects is likely to be unduly affected by the ruling necessary to be made in the others.

This decision is to take effect on the date of its issue.

CASE No. 37.—DISTRIBUTION OF WORK.—VIOLATION OF SECTION 12 OF THE AGREEMENT.

Hearing, January 24, 1922; decision, January 26, 1922.

The union complains that section 12 of the agreement has been violated in that a loom has been given to a worker not coming under the agreement.

Something over a week prior to the date of this hearing, loom No. 72 (Jacquard) in this mill was mounted with a short length job of about 16 cuts. The loom was 40 spaces, but it was twisted in with 21 spaces, 20 lignes wide. The job was double satin, 8 double ends per dent, 4½ reed, 80 picks to the inch, with plain edges. The warp was two thread Jap. xx organ and the filling 3 end, 3 thread. The loom was double deck straight, drop weight, and run at 72 picks per minute. The lower deck was cut out and the spaces run on the upper deck.

A loom-fixer and a weaver got this job ready, and it was the intention of the firm to have the loom-fixer run it. The loom-fixer, however, took sick and was away for three or four days and meanwhile the weaver ran the loom. When the loom-fixer returned, the loom was given to him. The union then made complaint that as the loom-fixer is not a member of the union and does not come under the agreement he is not entitled to the loom. The firm, in reply, says that there is little or no other work at the present time for the loom-fixer and that the management does not consider this a full-sized job for a weaver.

The chairman upon investigation finds that in the shops coming under the agreement it has not been the custom since the time of the signing of the agreement to put loom-fixers to weaving when work was slack, although it was the custom in some shops to do this in the years previous. Section 12 of the agreement says that "preference shall be given to weavers of the Amalgamated Textile Workers of America in hiring, discharge, and distribution of work." The loom-fixer is not a member of the Amalgamated; therefore, he would not be entitled to work on anything which could be considered a weaver's work. In regard to the firm's contention that this is not a full weaver's job, the chairman finds upon investigation that, taking all the elements of this job into consideration, it may be regarded as a light one, but just as heavy as a number of other jobs on which weavers are working in the different shops coming under the agreement.

In consideration of all the above, it is decided that one of the regular workers of the mill not now employed shall be given the job, unless the firm desires to shift a weaver now employed in the mill from his present job to this loom. It is the intention of this decision not to restrain the firm in any manner regarding the weaver placed on this loom, except that he must be a weaver or weaver apprentice coming under the agreement and in other respects entitled to the job.

CASE No. 38.—PIECE PRICES.

Hearings, May 19 and 23, 1922; decision, May 24, 1922.

The union states that the price of \$8.30 is now being paid on pattern No. 7664, which is mounted on loom No. 14. It is contended that this price is too low.

It was shown that this was a satin taffeta ribbon and the total ligneage on the loom 1,020. The firm based its calculation for this rate on the Paterson Blue Book, adding 50 per cent to the base rate as given in this book and deducting 4 per cent for picks. In addition to the evidence given at the hearing, the chairman made some investigations outside.

The chairman finds that multiplying 1,020 lignes by \$5.72, the Paterson Blue Book rate for a ribbon of this description, the result is \$5.83. Adding 50 per cent (the amount allowed by the firm) to this rate gives \$8.74 per cut, which is therefore decided to be the correct rate. The former calculation was in error in that it deducted 4 per cent for picks. The picks in this case are 100 and therefore nothing should have been deducted.

There is another matter in this case to which the chairman desires to call attention. It was shown that this loom was started on April 28. Up until May 23, 137½ hours had been made on the loom, and the production at that time was 107 yards. This gives an average production of 6.2 yards per eight-hour day. A calculation of the full running time of this loom, without allowing anything for stoppage, would give 12.5 yards per eight-hour day. The present production of 6.2 yards per day is a little less than 50 per cent of the running time of the loom. Investigation by the chairman shows that where a weaver is getting less than 65 per cent production out of a loom, there is indication of something wrong. If the percentage runs below this, there is something the matter with the weaver, the silk, or the loom. It is suggested in this case that the price committee inquire into this matter.

This case very clearly shows that the method of procedure laid down by the chairman for price committees should be followed out in detail. The method suggested was that the firm should figure out the price on a new job and turn over the detailed figuring to the weaver members of the price committee, so that they might go over such details and learn how the result was obtained. If this method had been followed in this case, it is very probable that the weaver members would have discovered that it was an error to deduct the 4 per cent for picks. The chairman now suggests that hereafter the method of giving full details of the calculations to the weaver members of the price committee be followed.

CASE No. 39.—WAGES OF APPRENTICES.

Hearing, May 19, 1922; decision, May 20, 1922.

A difference of opinion has arisen regarding the proper method of paying apprentices, and the matter has been brought to the chairman. This question was raised because it had been contended by some of the representatives of the manufacturers that section 5 of the plan for training of apprentices meant that apprentices were to be paid 40 per cent of the minimum wage paid third-class weavers for the first six months and that every six months thereafter a 10 per cent increase should be granted on the actual amount of the wage then paid. The union representatives contended that the 10 per cent increase should be calculated on the basis of the third-class weaver's wage and not on the basis of what was being paid to the apprentice.

The chairman has carefully read section 5 and has also investigated the method of paying apprentices as carried on in some of the shops coming under the agreement.

On the basis of this study and information, the chairman decides that apprentices shall be paid for the first six months 40 per cent of the minimum wage paid third-class weavers and that every six months thereafter 10 per cent of the wage paid third-class weavers shall be added to the pay of such apprentices, subject to all the stipulations of said section 5. In actual practice this would mean paying 40 per cent, 50 per cent, 60 per cent, and so on up to the full wage.

CASE No. 40.—DISCRIMINATION.

Hearing, November 14, 1922; decision, November 15, 1922.

Mr. L.— and Mr. K.—, two first-class weavers, were laid off on November 4. The union claims that in laying them off the firm discriminated against them.

It appears that these two weavers had both been working for this firm a little over six years. In this instance they were employed on looms Nos. 16 and 23, on the same pattern, which was a taffeta ruchette, satin edge, with three whalebones on each side. The loom was mounted with 52 spaces of 7 lignes, or a total of 364 lignes. There were 80 picks to the inch, and the loom was run at 80 picks per minute. One of these weavers had worked on this pattern 115 hours, with a total production of 61 yards, or an average of 4.24 yards per day. The price per cut had been set at \$8. The actual earnings during this period at the rate set was \$52.40, while the amount paid was \$103.50.

The other weaver had worked a period of 68½ hours, with a production of 40 yards, or an average of 4.67 yards per day. At the rate of \$8 per cut the earnings in this case were \$35.60, while the amount paid was \$61.65.

In defense of this production both weavers show that there had been considerable trouble with the looms in various ways. One of the weavers testified that in the beginning he lost about six hours in getting the loom properly started, and both weavers testified that they had trouble with their looms nearly every day up until the last few days before they were laid off. The firm's daily record of work done showed some improvement on the part of both weavers, so that on the last full day worked one of them made nearly 7 yards, while the other made 6½ yards. At least 8 yards per day was expected by the firm, but the production generally had been so poor that the management concluded that these weavers could not make good on this class of ribbon and so laid them off. The superintendent testified that one of the weavers had said to him, "If you do not like my production on this loom, put on some other man." One of the weavers testified that he had never worked on this kind of ribbon before, while the other had not worked on this style of ribbon since coming to this country over 20 years ago.

The firm, after laying these weavers off, had tried out the looms with two members of the management. One of them had made 8 yards in the first day's work and another 4 yards in 3½ hours' work.

The chairman feels that the firm had justification in changing the weavers on these two looms, which had been mounted with a pattern not usually made in this factory. But the superintendent did not handle the matter in either a tactful or practical way. The weavers were not shown in full detail their production for the past two or three weeks so that the matter would have been clear to them. Nor were the weavers told that it was expected that they would shortly be given other looms mounted with the standard sort of ribbon on which they had worked before. Naturally, these weavers, not knowing when they would be taken back and not having a full explanation of why they were laid off, felt that they were discriminated against.

Two looms are now being mounted, and it is decided that one of these weavers is to return to work Thursday morning, November 16, and the other Friday morning, November 17. Further, so that these two weavers may be informed as to the future production on these two looms, it is ordered that the chairman of the shop committee be allowed to be present at each measurement of the production of these two looms while they are on this pattern. In this connection it was shown that since these two weavers were laid off the firm has made some changes in the picks and filling of these jobs, and it is agreed by the management that such change would permit of about 10 per cent more production per day than could have been heretofore obtained.

CASE No. 40A (SUPPLEMENTARY DECISION).—DISCRIMINATION.

Hearing, November 14, 1922; decision, November 15, 1922; supplementary decision, March 1, 1923.

On November 15, 1922, a decision was made in case No. 40, a copy of which is attached to this supplementary decision.

In the decision of November 14, 1922, it was ruled that the firm was justified in changing the weavers on the two looms on which there was not a satisfactory production. Two other weavers were put on these looms and now that we have their production figures, a final ruling in the case is asked for.

Under the first decision, Mr. L— and Mr. K— were given other looms with warps of a kind on which they had had experience and other weavers placed on looms Nos. 16 and 23. On January 30, 1923, the final results on these two looms were furnished by the firm to the chairman. The comparative figures are as follows:

In the beginning, Mr. K— worked on loom No. 16, 110.5 hours, producing 50 yards, or an average (8-hour day) of 3.62 yards. The weaver who followed Mr. K— on loom No. 16 worked 397 hours and produced 414 yards, or an average (8-hour day) of 8.36 yards.

Mr. L— worked on loom No. 23 from the beginning and in 115 hours produced 61 yards, or an average (8-hour day) of 4.24 yards. The weaver who followed him on loom No. 23 worked 397 hours, producing 408 yards, or an average (8-hour day) of 8.22 yards.

In comparing the production of these different weavers, account should be taken of the fact that both Mr. K— and Mr. L— started up these looms and their average production during the first two or three weeks would naturally be somewhat lower than what could have been expected as an average production in the weeks that followed. For this reason the two weavers who followed had a certain advantage over Mr. K— and Mr. L—. In spite of this handicap, however, the much larger production of the two last weavers shows that the firm was justified in changing Mr. K— and Mr. L— to other looms.

While it is granted that the last two weavers had an advantage over Mr. K— and Mr. L—, it was not such an advantage as would account for the wide difference in the average production. Therefore, the chairman rules that the decision given on November 15, 1922, is confirmed by the figures now given, and that the final results show that the firm was right in making the change they did.

CASE No. 41 (TWISTER).—DISCRIMINATION.

Hearing, February 23, 1923; decision, February 23, 1923.

Mr. Y— was requested by the firm to cease his work as twister and go on a certain loom as weaver. Dispute arose as to whether this was proper, and the case was finally referred to the chairman.

On February 21 the superintendent of the mill directed Mr. Y— to go on a certain loom as weaver. At the time he was employed as a twister. The two twist-ers longest in the service of the firm directed Mr. Y— not to leave his job as twister, claiming that he had been employed for several months as twister while the

other twisters had just lately been taken on, and that if any one of the twisters should quit his job, or change to other work, it should be one of the two last taken on. The matter caused considerable discussion between the superintendent and the two older twisters, during which argument Mr. Y— left the mill and reported the disagreement to the business manager of the union, who brought the case to the chairman.

It was shown at the hearing that Mr. Y— has been working for this firm as a twister since October 10, 1922. That about two weeks ago two other twisters were taken on, namely, Messrs. D— and R—. The firm testified that Mr. R— had only come on to help out temporarily in the twisting and that his services had ended the day before the hearing. As to the other twister the firm claimed that it would have been willing to put him on the loom but he was not as skilled a weaver as Mr. Y— and for this reason Mr. Y— was selected. The firm had not made application to the union for a weaver for this loom because within the next week or 10 days 14 looms will run down and the firm wished to place weavers already inside the mill on any new warps twisted in. In view of the fact that the twisting would be very slack within about a week the firm thought it advisable to ask Mr. Y— to go on this new warp until the twisting should get better. The firm asserted that when Mr. Y— had formerly worked as a weaver that he was in the third class but that on this job now tendered him he was to be paid the wages of the first class.

It was apparent from the statements of those representing the union that there was not so much objection to Mr. Y— temporarily taking up the duties of a weaver as it was to the possibility that he was losing his precedence as third twister. It has been the custom in most of the mills (other things being equal) to give precedence to a worker according to the length of time he has worked in the shop.

The firm made complaint that this case should have been referred to the shop committee and claimed that it was not within the province of the two head twisters to take up this matter with the firm. It was shown that the matter had been called to the attention of the shop chairman but that in all the discussions the two twisters had represented the worker's side.

It is apparent to the chairman that the proper procedure was not followed in this case. The matter in dispute should have been referred to the shop committee for their decision, and the shop committee or the shop chairman should have taken up the matter with the firm. If no agreement could have been reached, it should then have been referred to the business manager of the union. In the meantime Mr. Y— should have followed the instructions of the superintendent of the mill and have gone to work on the loom. If it had later been found that the superintendent was in error about the matter, the impartial chairman would have so ruled, and thus Mr. Y— would have lost no time and there would have been no stoppage. The impartial chairman overlooks the wrong procedure in this instance, because this was the first case coming up under this head and the evidence showed that the various parties were much in doubt as to just what method of procedure should be followed. It was claimed at the hearing that the last clause in section 12 of the supplementary (twisters') agreement should govern in this case. The impartial chairman, however, ruled that this clause clearly did not in any way affect or have to do with the matter here in dispute.

After full consideration of all phases of this case, the impartial chairman decides that Mr. Y— is to accept the job of weaving designated by the superintendent, but that by so doing he is not in any way to lose his precedence (through length of service) as third twister in the mill, and further that while he is engaged as a weaver he is to receive 90 cents an hour. It is also decided that this is to be considered as a temporary job for Mr. Y— and that as other looms run down and weavers now employed in the mill become available for new warps, that some one having the proper skill is to take the place of Mr. Y— on this loom (no other warp being available) and that Mr. Y— is then to be allowed to return to his position as twister. In case work gets slack for both twisters and weavers, the matter of laying off a twister must be taken up with the shop committee.

CASE NO. 42.—REQUEST FOR REINSTATEMENT.

Hearings, March 21 and 27, 1923; decision, March 28, 1923.

This case was heard in the office of the firm on the representations of the representatives and on the testimony of Mr. R—, Mr. B—, Mrs. C— and Mr. F—.

The union complains that the firm has wrongfully discharged Mr. R— and his reinstatement is asked.

From the testimony it appears that Mr. R— had been working for this firm for several weeks as a weaver in the third class. That prior to his employment with

this firm he had been out of the weaving trade for several years. That on the morning of March 12 a disagreement arose between him and the superintendent. According to the testimony of the superintendent this disagreement led to Mr. R's quitting the job. According to the testimony of Mr. R—, the disagreement led to his discharge by the superintendent. On this particular point there is direct contradiction in the testimony of the two persons concerned and neither party has any supporting witness.

The cause of the disagreement was the alleged lack of production on the part of Mr. R— on loom 36. The superintendent says that Mr. R— had been warned about his production on a former job and that on this day he again went to him to warn him about his production on loom 36 on which Mr. R— had been working 71 hours, which number of hours is inclusive of 6 hours' preparatory work.

After Mr. R— had gone off loom 36, another weaver in the third class was put on the loom and at the time of the hearing had, according to the testimony, been working for 53 hours. It was testified that this last worker was a fair third-class weaver. The chairman endeavored to ascertain the production of this weaver and here a dispute arose as to the amount of yardage made by the second weaver. The first report was that the second weaver had made 46½ yards. Later this was corrected and the claim made that she had made 53 yards. If this 53 yards was correct, it would reduce Mr. R's yardage from 63½ to 57 yards, and there was much conflict in the evidence as to which weaver the 6½ yards should belong. This point was not cleared up by the testimony of the cutter off who claimed that he did not find any mark on the ribbon. The importance of the point was that if the disputed yards were added to the production of the second weaver, it would mean that her average production was considerably more than that of Mr. R's, while if the yardage belonged to Mr. —, it would mean that his average for the first 71 hours on this remount would be higher than that of the second weaver's average production in the next 53 hours' work on the loom.

There is so much conflict on the two disputed points, as to whether Mr. R— quit or was discharged and as to the average production of himself and the weaver who followed him, that it leaves the chairman in much doubt. In consideration of all this conflicting evidence, it is believed that the proper course is to give Mr. R— an opportunity to prove his ability on loom 36.

It is therefore decided that Mr. R— is to be returned to loom 36 on Thursday, March 29, or at the very earliest practical moment after that date. It is the sense of this decision, however, that if Mr. R's production falls below what is considered a fair average production for the loom, that the matter of his retention can be taken up with the shop committee for further consideration.

CASE No. 43.—REQUEST FOR RECLASSIFICATION.

Hearing, April 4, 1923; decision, April 6, 1923.

This case was heard in the office of the firm on the representations of the representatives and on the testimony of Mr. S—.

Mr. S—, who is now classified as a second-class weaver, requests that he be raised to the first classification.

It was shown at the hearing that Mr. S— has been a weaver for 25 years and had been working for this firm at different periods for about 10 years. That he has been with this firm during the past four years except for one period of about 6 months.

Mr. S— bases his request for a change on the contention that he is able to do any class of work done by this firm, and further that the amount and quality of his production is good.

The management has denied Mr. S's request because they do not believe that his production and the quality of his work justify a change in his classification. They particularly at this time say that the quality of ribbon Mr. S— is turning out on his present job does not justify a change. Evidence was produced to show that much of this ribbon was of poor quality with broken ends and floats and that some of it had to be sold as "seconds." It was admitted that this ribbon showed poor workmanship. But Mr. S— claimed that it was not his fault. He asserts that in producing this ribbon he is laboring under several handicaps. First, the loom is so placed that the light is comparatively bad; second, that the harness is poor; third, that the quality of the silk is such that prior to using on it a certain solution, the ends broke very easily; fourth, in some of the spaces the combinations of shades on the loom are so twisted in that the light shade is on top and the dark on bottom. On account of poor light, this makes it more difficult to see and catch imperfections.

In answer to this the management admitted that the light at this loom is not as good as most of the other looms and that it is necessary to use a number of electric lights.

As to the second contention, the management testified that Mr. S—— had not previously called attention to the harness being poor. In respect to the third contention, it was shown that Mr. S's silk was the same as that used on the other looms about which no complaint has been made. As to the fourth contention regarding the way the dark and light shades are twisted in the loom, the management says that it is the rule to have the shade corresponding to the filling, on top.

The chairman made a personal investigation and discovered that the location of this loom was such that the light was poorer than that received by the neighboring looms. Also that the harness was not in the best condition.

After listening to the arguments and viewing the loom, the chairman found it very difficult to decide how far these handicaps justified the quality of the ribbon Mr. S—— is turning out. Considering, however, the number of years that Mr. S—— has worked as a weaver, and that heretofore no complaint has been made against him, the chairman does not believe that it is fair to him to decide his request at the present time when he is undoubtedly laboring under some handicaps, the extent of which it is not humanly possible to estimate definitely.

Therefore it is decided that for the present Mr. S's request for reclassification is denied, but without any prejudice whatever as to his status as a weaver. It is the sense of this decision and it is understood that Mr. S—— is at liberty to again bring up his request in the near future, and it will be heard at a time arranged for jointly by the management of the mill, the impartial chairman, and the business manager of the union.

CASE No. 44.—REQUEST FOR STRAIGHT WEEK WORK.—REQUEST FOR STRAIGHT PIECEWORK.

Hearings, March 29 and April 5, 1923; decision, April 12, 1923.

The union made formal request that the Trade Council rule that the present wage payment plan be changed to a straight week work system with two classes of weavers, the basic weekly rate to be \$40 and \$45. The employers made a formal request that the present system be changed to that of a straight piecework plan.

Briefs were submitted to the Trade Council by both parties upholding their respective contentions. Full discussion of these briefs was had at the meetings. In addition, the representatives of both sides presented oral evidence on the subject.

At the meeting of the Trade Council on March 29, after the matter had been fully discussed, the representatives of the union made and seconded a motion "That the Trade Council order the adoption of the week-work system of wage payment with two classes of weavers, to be paid at the rate of \$45 and \$40 a week, provided satisfactory standards of production can be established to accompany the new system of wage payment; these standards to be worked out not later than April 15. The manufacturers having raised the question of standards of production, shall propose a basis for them to the council." The vote on this motion was a tie.

At the meeting on April 5, after full discussion, the employers made and seconded the following motion: "That the straight piecework system be adopted in the shops coming under the agreement." The vote on this motion was a tie.

The vote of the Trade Council on these two motions having been a tie, the decision on the demands of the two parties devolved upon the impartial chairman.

The brief of the union and the oral arguments of its representatives pointed out to the Trade Council that at present there is great discontent over the piece rates set, and that such discontent, which has been growing for months, is on the increase. That even honest mistakes on the part of the employers have begun to be looked upon by many of the workers as attempts to take advantage of them. There is no real basis upon which to figure the piece rates. The so-called Paterson Blue Book is supposed to be used with a percentage added, but the determination of the amount of this percentage above the Blue Book is left to the employer, with the right of the price committee in each shop to seek readjustment. Where a weaver doubts the correctness of his piece rate, he has no sound basis for figuring it out, and the arguments for adjustment in the shop are rarely scientific and too often emotional. To show the unsoundness of this basis, it was proved that it is necessary to add different percentages to the old Paterson rates, these percentages ranging anywhere from 10 to 200 per cent. Further, it was said that in some of the shops the weaver members of the price committee were not shown the calculation through which the rate was arrived at. That frequently these rates were set so low that the weaver could not earn his guaranteed minimum, and that the weavers were disgusted where the "excess" was checked on their pay envelopes. That they were made to feel as if this "excess" was a "charity." The result of all this is that the weavers believe that no piece-

rate system can be made to work and they make the demand for week work because they wish to bring about a better feeling between themselves and their employers. The union firmly desires the continuance of the agreement and deplors the developing of the friction which has caused the present threatening condition. They earnestly wish to have the fundamental cause of the present unsatisfactory condition removed.

The union cites the fact that in many cases of dispute over the piece rates the employers reply: "Well, why do you complain, anyway? You get your guaranteed minimum, don't you?" This leads the union to believe that the employers are not so much opposed to a straight week-work system of payment, but that they object to the requested week-work rates.

In support of the request for two classes with a rate of \$40 and \$45 the union calls attention to the fact that the ribbon industry has greatly improved over what it was when the wages were reduced in October, 1921; that the cost of living is on the upward trend, and that such upward tendency is likely to continue; also that wages are rising in many other trades.

The union points out that the larger part of the ribbon weavers are over 40 years of age and that very few young men are seeking to enter the trade. They believe that the piece-rate system will not attract apprentices, but that if the present system was changed to straight week work a much larger number of young people would be attracted to the weaving trade.

In answer to the employers' claim of severe competition the union points out that the employers make certain statements about this competition, but that the union has no figures given them to show what are the actual profits in the industry.

In reply to the employers' request for a straight piece-rate plan the union cites the impossibility of setting proper rates under the present system of calculation; that, with the present haphazard method of computing piece rates, it would be impossible to work under a straight piece-work system. Such a system would cause even more argument and more bad feeling than is created by the present system.

The employers, in support of their demand for a straight piece-work plan, say that the present system of a guaranteed minimum is putting an undue burden upon the manufacturers under the agreement by increasing the cost of production; that under this plan there is much uncertainty as to what the actual labor costs on ribbons are going to be. They claim that their experience and the experience of others bears out their conclusions that the cost of production becomes higher as soon as any form of guaranteed weekly wages is established; that under week work a worker has no incentive to develop his ability. They quote from the reports of many investigations and from studies made, which show that production has fallen off where there has been a change from piecework to week work.

They point out the fact that only this small group of employers coming under the agreement have granted a minimum guaranty; that the minimum guaranty does not obtain in the other New York mills or anywhere else. They claim that they were given to understand at the time the agreement was entered into that the minimum guaranty system would be extended to the Paterson shops, so as to put them on a better competitive basis. But the system has not been extended. In other markets the employers not only do not allow the minimum guaranty, but even in mills where the union has some control the weavers exercise little, if any, influence in the setting of individual piece rates; that practically all their competitors have their ribbons manufactured under these straight piece rates, or which are in most cases set directly by the employers; that, in addition to all else, many of their competitors have the 50-hour week or longer. The result is that the manufacturers have been working at a disadvantage during the entire period of depression, when competition was even more keen than at normal times, and that they still continue at a disadvantage.

The employers quoted from union publications to show that it was admitted that the wages in Allentown were 40 per cent below the wages obtaining in this market. They also gave quotations from the newspaper reports of a speech delivered in Allentown by a union speaker from this district, in which it was declared that in the New York silk-ribbon market the textile workers have established conditions that are the best in America.

In reply to the union's request for week work the employers point out that under the agreement it is impossible to grant week work without at the same time setting standards of production. They quote the clause from section 7 of the agreement, which says: "Every wage scale shall be accompanied by a scale of production." The employers contend that the working out of scales of production will require the expenditure of much money and involve a considerable period of time. For these reasons they argue that it is not possible for the Trade Council at this time to give consideration to a request for a straight week-work system.

Request for Week Work Denied.

After giving due consideration to all the arguments produced by both parties, the chairman comes to the decision that the request for a change to straight week work must be denied. The chairman desires to point out that whatever may be the merits of and arguments for a week-work system, it is not possible to consider the establishment of such a system until after a scale of production has been agreed upon between the two parties. The agreement plainly states, in section 7 already quoted, that every wage scale must be accompanied by a scale of production, meaning that both scales must be established at the same time.

The request of the employers for a straight piece-work plan must also be denied on much the same grounds. If the weavers are not to have week work because there is as yet no established scale of production, the same reasoning must hold good against a request for straight piecework. It is admitted that the piece rates in this market are not computed from any basis worked out collectively by the weavers and their employers; that the present rates are set partly on the basis of former rates established in another market and partly from the experience of the management in the mill. But in no mill has there been set down a scale of rates collectively worked out by both parties. In order that the weavers may be protected from badly set piece rates, or from rates which have not been set collectively, the minimum guaranty must be retained.

The decision of the chairman on both these matters has had to be given not so much on the merits of either demand, but because the parties coming under the agreement are not prepared to present to the Trade Council either a collectively worked-out scale of rates or a collectively worked-out scale of production. As yet nothing "hard and fast" has been set down. It is contended that it will take some time to work out collectively one or both of these scales. That being the case, the chairman suggests to the Trade Council that the council at once devise some method whereby the information necessary to establish both such scales can be collected. These scales must be worked out sooner or later. To lessen the haggling and discontent, this should be done now.

CASE NO. 45—REQUEST FOR RECLASSIFICATION.

Hearing, April 25, 1923; decision, May 4, 1923.

This case was heard in the office of the mill on the representations of the representatives and on the testimony of Messrs. B—, H—, I—, and S—.

Mr. B—, a weaver now in the second class, requests to be raised to the first class. It was shown at the hearing that Mr. B— has been a weaver for about 23 years and has been with this firm for 15 years, exclusive of two periods of about nine months each.

It was admitted that there was no complaint about the quality of his production, and also that Mr. B— is a very careful weaver and takes considerable pride in his work. It was further admitted that he is competent to run most any job in the shop. In regard to the amount of Mr. B—'s production, the management felt that it would not be fair to take into consideration his present output or compare this production with that of others on the same pattern, owing to the fact that these jobs are now being worked under rather unusual conditions.

There are at present six first-class weavers working in this mill, and at one time during the past two years these six first-class weavers, together with Mr. B—, worked on the same pattern for a period of about 20 weeks. An examination of the production records covering this period shows that the average production of Mr. B— was slightly above the total average of the other six and that his average was only a slight fraction below the total average of two weavers generally considered the best in the mill. His earnings during this period were considerably above the minimum guaranty of a first-class weaver.

The firm's objection to Mr. B—'s reclassification was based on the ground that while Mr. B— is a careful weaver and his production generally good he falls off in output whenever difficulties on the loom are encountered. It is contended that a weaver in the first class should be able to overcome these difficulties and keep up production. Mr. B—'s claim in this connection is that he is a careful weaver and that his desire to weave only perfect ribbon sometimes temporarily causes his production to decrease when he encounters difficulties.

After carefully considering all the testimony and data offered, as well as Mr. B—'s character as a weaver, the chairman is of the opinion that he is entitled to be put in the first class, and it is so decided. This decision is to take effect commencing with the pay week falling in the week of May 6.

