The Ladies' Garment Worker, Volume 6, Issue 8

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International Ladies' Garment Workers' Union (ILGWU)
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Report and Recommendations of Council of Conciliation.

Local News and Events.

PUBLISHED MONTHLY IN ENGLISH AND YIDDISH

By the

International Ladies' Garment Workers' Union

32 Union Square, New York
# Directory of Local Unions

<table>
<thead>
<tr>
<th>Local Union</th>
<th>Office Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. New York Cloak Operators</td>
<td>121 E. 18th St., New York City</td>
</tr>
<tr>
<td>3. New York Piece Tailors</td>
<td>9 W. 21st St., New York City</td>
</tr>
<tr>
<td>5. New Jersey Embroiderers</td>
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<tr>
<td>9. New York Cloak and Suit Tailors</td>
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</tr>
<tr>
<td>10. New York Amalgamated Ladies’ Garment Cutters</td>
<td>7 W. 21st St., New York City</td>
</tr>
<tr>
<td>11. Brownsville, N. Y., Cloakmakers</td>
<td>237 Sackman St., Brooklyn, N. Y.</td>
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<tr>
<td>13. Montreal, Canada, Cloakmakers</td>
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<tr>
<td>15. St. Louis, Mo., Ladies’ Garment Workers Fraternal Bldg., 11th and Franklin Aves.</td>
<td></td>
</tr>
<tr>
<td>16. New York Regeemakers</td>
<td>35 E. Second St., New York City</td>
</tr>
<tr>
<td>17. Chicago Cloak and Suit Pressers</td>
<td>3520 W. Division St., Chicago, Ill.</td>
</tr>
<tr>
<td>18. Montreal, Canada, Cloak Cutters</td>
<td>37 Prince Arthur, E. Montreal, Canada</td>
</tr>
<tr>
<td>19. New York Water Proof Garment Workers</td>
<td>80 E. 10th St., New York City</td>
</tr>
<tr>
<td>20. Newark, N. J. Cloak and Suitmakers</td>
<td>103 Montgomery St., Newark, N. J.</td>
</tr>
<tr>
<td>21. New Haven, Conn., Ladies’ Garment Workers</td>
<td>83 Hollock St., New Haven, Conn.</td>
</tr>
<tr>
<td>22. New York Skirtmakers</td>
<td>713 E. 10th St., New York City</td>
</tr>
<tr>
<td>23. New York Waist and Dressmakers</td>
<td>16 W. 21st St., New York City</td>
</tr>
<tr>
<td>24. Cleveland Ladies’ Garment Workers</td>
<td>112 Prospect Ave., Cleveland, Ohio</td>
</tr>
<tr>
<td>25. Cleveland Skirt Makers</td>
<td>112 Prospect Ave., Cleveland, Ohio</td>
</tr>
<tr>
<td>27. Cleveland Cloak Finishers’ Union</td>
<td>112 Prospect Ave., Cleveland, Ohio</td>
</tr>
<tr>
<td>28. St. Louis, Mo., Cloak Pressers</td>
<td>320 N. 17th St., St. Louis, Mo.</td>
</tr>
<tr>
<td>29. Peeksill, N. Y., Underwear Workers</td>
<td>118 Grant Ave., Peeksill, N. Y.</td>
</tr>
</tbody>
</table>

(Continued on inside yellow cover)

Named shoes are frequently made in Non-Union factories

**DO NOT BUY ANY SHOE**

no matter what its name, unless it bears a plain and readable impression of this UNION STAMP

All shoes without the UNION STAMP are always Non-Union

Do not accept any excuse for absence of the UNION STAMP

**BOOT AND SHOE WORKERS’ UNION**

246 Summer Street, Boston, Mass.

*JOHN F. TOBIN, Pres.*

*CHAS. L. BAIN, Sec’y-Treas.*

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**UNION STAMP**

[Logo Image]
Upon going to press we learn with surprise that the Protective Manufacturers' Association have failed to accept the decision of the Mayor's Council of Conciliation and have not even communicated with the Union as to their precise attitude. In these extraordinary circumstances the Union has no alternative but to hold itself in readiness to call a General Strike not later than Tuesday, August 3rd, after submitting the question to a referendum vote of the various locals. The General Executive Board of the International and the Joint Board of the Cloakmakers' Union feel that they have exhausted every honorable effort to come to an amicable understanding with the employers by peaceful means. If our efforts fail at the eleventh hour the responsibility will rest entirely on the employers' shoulders.

MAYOR'S COUNCIL PROPOSE SATISFACTORY AGREEMENT

Mayor Mitchel's Council of Conciliation, consisting of Dr. Felix Adler, Louis D. Brandeis, City Chamberlain Bruere, Dr. George W. Kirchway, W. C. Noyes, and Chas. L. Bernheïmer, has tried hard to prevent industrial war in the cloak industry of New York. After two weeks of almost continuous session, investigation and argument, the Council has outlined points of agreement acceptable to the Union. In another column the full text of the Council's decision is given, showing the gains in wages and the concessions to the workers of vital points long in controversy. Of these the contention of the Union on the subject of discharge is, in the main, conceded. Another important principle for which the Union representatives made a firm stand—equal distribution of work in the slow season—is recognized as just and necessary by the Council's decision. These along with the advance in the wages of week workers and definite minimum standards for piece workers (70 cents for operators and piece tailors, and 50 cents for finishers) constitute acceptable improvements.

The employers, on the other hand, gain in the sense, just as important for their interest, that a costly strike is averted, the fear of dislocation of trade is dissipated and that they may now enter with calm minds upon a brisk season universally anticipated. In the long run, the concessions to the workers in terms of dollars and cents would not cost the employers so much as loss of trade caused by strikes.

Revengeful employers are always looking forward to recouping themselves for the waste incurred in a strike by destroying the workers' organization. In the case of the Cloakmakers' Union, however, this is utterly hopeless. The more far-sighted and enlightened members of the Manufacturers' Association will recognize how hopeless are such prospects.
UNION VIEW. In a circular letter issued by the Cloakmakers' Union soon after the Council’s decision was at hand the following occurs:

The officers of the Cloakmakers' Union feel that they have every reason to be pleased with the findings of the Council of Conciliation. The workers have received at the hands of the Council a fair deal on every point in controversy between them and their employers. To fully appreciate the significance of the Council's findings from the workers' point of view we must refer back to the origin of the dispute between the Cloakmakers' Union and the Manufacturers' Protective Association. That dispute arose primarily over the question of the worker's right to a review by an impartial tribunal of any grievances which he may have against the employer by reason of unfair treatment, including unfair lay-offs and unjust or unequal distribution of the available work in slack seasons. The Board of Arbitration under the Protocol had rendered a decision recognizing the right of the employee to such a review and characterizing the practice of distributing the work equally among all employees as desirable and necessary, owing to the highly seasonal character of the trade. The members of the Protective Association refused to accept the decision, and the abrogation of the Protocol was largely caused by this issue.

EMPLOYERS. At the end of June the crisis, as it appeared to us, was very acute. The tone and temper of the employers as displayed by their sudden and unexpected abrogation of the Protocol, pointed unmistakably to a general strike. Such abrupt termination of relations that have continued for five years was in itself an act of war.

That there was some flaw in the chain of reasoning which led the employers to this act is indubitable. We already pointed out in our previous issue that it had been a miscalculation on their part. For instead of disrupting or demoralizing the Union forces, the abrogation of the Protocol imparted to them a new and wonderful power of cohesion.

Under the Protocol the workers considered themselves fettered. Any needed improvement had to be fought out before the Board of Arbitration, entailing prolonged argument and litigation. Since the last three years it has become increasingly more difficult to regain remedial measures by the elaborate machinery of mediation the protocol had instituted. The workers grew restive under the burden of deadlocks in the Grievance Board and systematic discharges of active members since the installation of the impartial chairmanship. No wonder that here and there the protocol was denounced as a deadweight on the possibility of improving conditions.

Yet, remarkable enough, the workers' attitude was one of patience and perseverance. They maintained the discipline by waiting for decisions of the Board of Arbitration. This patience was becoming exhausted and they continually urged the officers to initiate an agitation for desirable changes. But just when they least expected it the employers abrogated the Protocol and freed their hands from the restriction of the right to strike. By their action the employers themselves invited the workers to call a general strike and even gave them two months' time to make preparations.

THE UNION. It did not dawn on the employers that matters could not be settled that way. In all human affairs it conduces to general welfare to go forward. The
employers in the cloak trade, however, went backward. They headed straight for a return to the time of strife and industrial chaos that had characterized the industry many years ago. Had the Union shown any weakness, the employers would have ordered the Union workers to tear up their union cards. This was probably the next step in their plan of campaign; for instructions had already been issued to members of the Association by its executive to disregard union rules and conditions. In some shops attempts to do this had been made but were frustrated by the unity of the workers. Clearly, then, the situation was fast becoming intolerable and fraught with danger.

But while the vision of the Association was apparently obscured by intentions which they chose to keep in the background, the Union was not permitted by its officers and representatives to be swept off its feet. Our representatives calmly considered the situation and in a calm, considerate manner sounded a note of warning to the manufacturers. This clearly pointed out that the situation could not be settled by any such method, or rather want of method, as they had substituted for the protocol. Rather than let the situation drift to a general strike, would it not be better to submit the matter in dispute to a committee of unbiased persons presided over by Mr. Louis D. Brandeis or Mayor Mitchel?

Public opinion promptly woke up to the necessity of adjusting the differences and such influential men in the community as Jacob Schiff, Louis Marshall, Oscar Straus, Cyrus L. Sulzberger, and Dr. J. L. Magnes immediately appealed to both parties to try and end the dispute. Practically the Union had already agreed to submit its side of the question to an impartial tribunal; so that it was up to the employers to follow suit. Considering the quarter from which the appeal came, and considering further that no disagreement is so hopeless that, in calmer moments, cannot be conciliated, the manufacturers would have put themselves out of court with public opinion had they failed to accept the Union's peace overtures.

The rest of the story is so familiar to our readers that we shall not dwell on it at any needless length. Mayor Mitchel named the Council of Conciliation referred to above, and in this he, as well as the gentlemen of the Council, performed a service to the community in general and the cloak industry in particular. Mayor Mitchel thus set an example which cannot fail to have a far-reaching effect in other industries.

WAGE improvements the most arduous part SATISFACTORY of the work of the Council is completed. Peace has been restored. There is no reason why this peace should not prove lasting. The concessions recommended by the Council are regarded in Union circles as fair and reasonable, even though they are the absolute minimum of what the workers thought was coming to them. They constitute a great improvement on the previous conditions. In view of the constant rise in the cost of living, our members with the slight increase will be able to make ends meet better than before.

For the rest, the minimum of 70 cents an hour for operators and piece tailors, and 50 cents an hour for finishers, is a considerable gain on the old methods of settling prices. It is
now up to these piece workers to see to it that they are not deprived of their rights by unscrupulous employers. In this connection the price adjusters to be furnished by both sides in case of disagreement is a distinct advance on the methods followed heretofore.

** * * *

ARBITRARY DISCHARGE DENIED

On a careful perusal of the decision it is seen that the improvements now gained are similar and in some respects superior to the improvements which the Union had expected from an award by the Board of Arbitration under the protocol when that instrument was abrogated by the employers. Let us summarize a few of the points considered by the representatives of the Union of vital importance:

On the question of discharge Finding II, clauses (b) and (c) provide:

(b) That no employee shall be discharged or discriminated against on the ground that he is participating directly or indirectly in Union activities.

(c) That the employee shall be duly safeguarded against oppressive exercise by the employer of his functions in connection with discharge and in all other dealings with the workers.

* * * For this reason a tribunal of some kind is necessary in case either of the parties to this covenant believes itself to be unjustly aggrieved.

This provision is supplemented in Finding III, clause (a) as follows:

*** Complaints shall be investigated in the first instance by the representatives of the two associations, chosen for the purpose; it being impressed upon them that they use and exhaust every legitimate effort to bring about an adjustment in an informal manner. In case, however, an adjustment by

them be not reached, the matters in dispute shall be referred for final decision to a

(b) Trial Board of three, consisting of one employer, one worker and one impartial person, etc.

This arrangement carries out the stipulation of the Union granting every employer the right to discharge an employee for cause, but if the employee so discharged feels himself aggrieved, the employer’s action shall be subject to review. In other words, the right of arbitrary discharge, or discharge not subject to review, is denied.

On the subject of equal distribution of work in the slow season the decision admits the humanity and common sense of the principle, provided the practice does not “imply the right to a permanent tenure of employment.”

The Union is satisfied with this definition, inasmuch as its representatives have never claimed a permanent tenure of employment, but a humane application of a practice that occasions no loss to the employer, while it mitigates the suffering caused by unemployment. It is the favored worker who is here called on to exercise a little altruism and by no means the employer.

At all events, the great hue and cry that the Union, by its insistence on the continuance of this practice, has intended to introduce the co-operative commonwealth into the shops, is disposed of. In the language of the decision

“Such approximations to permanent tenure of employment are within the scope of achievement, by means of earnest efforts to regularize employment and by such increase of wages as will secure an average adequate for the maintenance of a decent standard of living throughout the year.”
We note with gratification that by request of Mayor Mitchel the Council will continue as a commission to make extensive investigations of some of the complicated problems confronting the industry. Of these the enforcement of standards and trade education are specifically mentioned.

In connection with this it is provided in Finding IX that a Joint Board of Supervision and Enforcement of Standards throughout the industry shall be created as soon as practicable.

Furthermore, during the indefinite existence of the Council, should the parties desire to consult with it, or should either organization feel aggrieved against the other, the Council has definitely promised to assist in the best possible way. The Council will meet as a commission in the fall.

Another point in favor of the Union is the fixed time (two years) for the life of the agreement, at the expiration of which it may be renewed for a further period of two years, two months' notice to be given by either party prior to its termination.

Now that a measure of justice has been rendered to both sides it is to be hoped that both will, as far as possible, bury the past and make an honest endeavor to carry out the recommendations of the Council in the right spirit, so that peace in the industry may not be disturbed.

A WORD TO OFFICERS AND MEMBERS

The conclusions to be drawn from the prolonged dispute and its final settlement are right on the surface. These may be formulated as follows:

1. That as much of the victory as has been gained on this occasion is due entirely to the spirit of unity and determination of the workers acting as one man and completely relying on the counsel and guidance of the officers and advisers.

2. That calmness and moderation in word and deed are prerequisites to gaining public opinion. The public ranged itself mostly on the side of the Union because of its tact and moderation throughout the entire controversy.

3. That where the Union adopts such methods and is backed by organized strength, it is impossible for the employers to resist its wishes.

Other lessons to be derived from the controversy are that it behooves the Joint Board and its staff of agents to exercise greater vigilance over the small independent shops with a view to enforcing the same conditions and standards as obtain elsewhere.

In the past attention was mostly devoted to the "protocol" division, while many of the independent shops have been allowed to pursue their own course. Now a thorough change must be made in this regard. The new order of things will necessitate a complete overhauling on our part of the methods employed and conditions observed in these so-called "social" shops. We must at once set to work to devise a system of dealing effectively with this urgent matter. It admits of no delay.

EQUALIZING CONDITIONS THROUGHOUT THE COUNTRY

Another matter which requires our immediate attention is the pursuit of organizing projects in centers outside of New York. At the last meeting of the G. E. B. a number of projects were matured, but owing to the great stress and strain in New York it was impossible to press them forward to completion.

The need of equalizing conditions...
throughout the country is as great as ever, and President Schlesinger intends forthwith to start an organizing tour to Middle Western centres of our industry to supervise urgent movements for better conditions.

In this connection it is necessary to remind our members everywhere of the decision adopted at the Chicago meeting of the G. E. B. to submit the proposition of an increase in the per capita to 5 cents to a referendum vote of the membership. It is advisable that this urgent reform shall be realized during this season. Let our local unions take the matter up for discussion and impress on the members their duty to the International and their sister locals.

The vigorous defence of our incarcerated and indicted officers and members is another matter near our hearts. Fortunately the cases are in the good hands of our trusted and competent attorneys. The request for permission to peruse the minutes of the Grand Jury was granted at the end of last month. Our attorneys are now studying the evidence and entertain strong hopes for the speedy acquittal of our innocent comrades.

In the meantime the assessments for the defence fund should be paid in full. Let there be no lack of financial resources to enable the Union to mature all plans and arrangements. We have just won the first victory. The second victory, that of gaining the freedom of our faithful brothers, is clearly in sight.

**SAMPLES OF SOLIDARITY**

It is only necessary to pursue local and shop reports to realize the great spirit of unity prevailing in the cloak factories since the abrogation of the protocol. It is evidence of the truth that when danger menaces the identity of interests of any group, it will have the effect of welding that group together for common defence. This is something the employers have not considered, or rather, they failed in sufficient human insight to be able to consider.

Our people are united and eager to facilitate the efforts of the Union to improve conditions. It is certainly exhilarating to see members paying dues for three months in advance; and they do it in the presence of the employer, so as to convince him that any attempt to reduce standards because of the termination of protocol rule would prove futile. In certain shops, for instance, employers tried to prevent equal distribution of work, but they were met with firm resistance on the part of the employees and had to abandon the attempt.

Another remarkable sign of cohesion is the intense interest evinced by the workers in the affairs of the Union. This may be measured by the record attendance at all meetings. Local reports indicate that the usual halls have become too small to accommodate the members attending. The discussions of trade matters, too, have assumed an unparalleled seriousness and every member feels joint responsibility with the officers in helping to arrive at correct decisions. This recognition of the necessity of wise caution and thoughtful deliberation is a distinctly hopeful sign for the future of the organization.

An instance of fraternal consideration that is usual among the workers in all branches of our industry is that shown last month in the shop of H. Markowitz. One of the employees died, leaving a wife and five young ones in utter distress. Despite the prolonged slackness which the employees have been passing through they managed to collect $25 for immediate relief. Incidentally it is related that a committee of the shop applied to the employer for a contribution to this fund, and that he refused, giving this curious excuse: "The employees are to blame for the untimely death of the member because they prevented him from working Saturday after 1 p. m."

The incident should serve to teach our members, first that it is not advisable to apply to an employer in such cases, second that the members must, by raising the dues, make provision through the Union for relief of such and similar cases of distress.
Statement in Behalf of International Ladies' Garment Workers' Union and Joint Board of Cloak and Skirt Makers' Unions

LAID BEFORE THE MAYOR'S COUNCIL OF CONCILIATION BY MORRIS HILLQUIT

Counsel for the Unions

List of Requests of the Cloakmakers' Union

1. WAGES

The Union requests increases in the minimum weekly wage rates of week workers as follows:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Existing Rate</th>
<th>Requested Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cutters</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Jacket upper pressers</td>
<td>25.50</td>
<td>28.00</td>
</tr>
<tr>
<td>Reefer upper pressers</td>
<td>20.50 (23.50)</td>
<td>28.00</td>
</tr>
<tr>
<td>Skirt upper pressers</td>
<td>21.50</td>
<td>26.00</td>
</tr>
<tr>
<td>Skirt unguer pressers</td>
<td>18.50</td>
<td>20.00</td>
</tr>
<tr>
<td>Jacket under pressers</td>
<td>19.50</td>
<td>25.00</td>
</tr>
<tr>
<td>Reefer under pressers</td>
<td>18.50 (19.50)</td>
<td>25.00</td>
</tr>
<tr>
<td>Sample makers</td>
<td>22.00</td>
<td>26.00</td>
</tr>
<tr>
<td>Drapers</td>
<td>16.00</td>
<td></td>
</tr>
<tr>
<td>Basters (female)</td>
<td>14.00</td>
<td>16.00</td>
</tr>
<tr>
<td>Skirt finishers</td>
<td>10.00</td>
<td>12.00</td>
</tr>
</tbody>
</table>

As to piece workers the Union submits the following requests:

All prices to be paid to operators and piece-tailors shall be adjusted as nearly as possible upon the basis of seventy-five cents for each hour of continuous work, and for finishers on the basis of sixty cents for each hour of continuous work, and all prices for labor shall be as uniform as possible in all cloak manufacturing establishments in Greater New York. The Union offers to employ a sufficient staff of price experts, whose selection shall require the approval of the Association. Such experts shall examine settled prices and have power to revise the same. They shall act on any complaint on the part of the Union or on the part of the Association. All piece prices heretofore agreed upon between the employers and workers for the current or approaching season shall be revised on the basis above set forth.

Piece prices for buttonhole makers: scale of prices for buttonholes shall be as follows: Class A—$1.40 per hundred buttonholes; Class B—$1.60 per hundred; two inch buttonholes, $1.50 per hundred unfinished and $1.75 per hundred finished.

2. REVIEW OF DISCHARGES

No employee shall be discharged unfairly or without reasonable grounds.

The right to determine whether a fair or reasonable ground for discharge exists shall rest in the first instance with the employer, but any employee, deeming himself unjustly treated, shall have the right to complain, and to have his grievance heard and speedily determined by a fair and impartial tribunal to be established for that purpose. In the hearing of such cases all facts required for the determination of the case shall be looked into, and the burden of proof shall not be placed upon either party. If a worker is found to be wrongfully discharged, he shall be reinstated with back pay.

3. EQUAL DISTRIBUTION OF WORK

In slow seasons all available work shall be divided among all employees in the shop as equally as possible.

4. MISCELLANEOUS REGULATIONS

Cutters' apprentices shall be known as canvas cutters, and only one such apprentice shall be employed for each four full-fledged cutters employed on the average during the year, in each shop.

No work shall be given to contractors operating less than 10 machines in their shops.

No contracting shall be permitted in buttonhole work.

Manufacturers shall be responsible for the observation of standards by contractors and sub-manufacturers employed by them. In all cases in which manufacturers employ contractors and sub-manufacturers, piece prices shall be settled between the manufacturer and a joint committee of em-
ployees working in his inside shop and in the outside shops.

No overtime work shall be exacted or permitted in any shop so long as there are vacant accommodations in the shop for additional workers.

Sample makers shall receive at least one week’s notice before being laid off.

S. PRESERVATION OF STANDARDS

The provisions contained in the clauses of the Protocol numbered, “1st,” “2nd,” “3rd,” “4th,” “5th,” “6th,” “7th,” “8th,” “9th,” “11th,” “12th,” “13th,” “14th,” “15th,” and the provisions of Section “10th” relating to hours of labor, shall be continued and remain in full force.

In connection with the above requests the following explanatory note may aid the Council in its deliberations:

The week workers, consisting of the occupations above enumerated, constitute together about 25 per cent. of the employees in the cloak and suit industry. The remaining 75 per cent. is made up of operators, piece tailors and finishers.

In the cases of sewer pressers two existing rates are given. The figures in parenthesis represent minimum wages paid by employers who are not members of the Protective Association. The lower figures represent the rates prevailing in Association shops.

In the following pages we shall attempt to state the reasons for each of the requests on the part of the Union.

Minimum Wages of Week Workers

On the face of it the minimum scale of wages requested by the Union for the workers in the different branches of the industry may seem rather high. On an average of forty to fifty-two weeks per year of work, the week workers could probably support themselves with some degree of comfort and decency upon the wages now prevailing. But the cloakmaking industry offers an opportunity of more or less permanent employment to an exceedingly small minority of the employees engaged in it. It is a highly seasonal industry. Almost the entire output is manufactured in two seasons during the year, each of them lasting no more than about eight weeks. Between the seasons work is scarce, and at certain periods of the year it is reduced to a practical standstill.

The only authentic data we have on fluctuation of employment and on the earnings of workers in the cloak and suit industry are those presented in Bulletin 147 of the Department of Labor.

This Bulletin represents the results of an investigation which was conducted in 1913 by order of the Board of Arbitration under the Protocol, under the supervision of one of its members, Dr. Walter E. Weyl.

The investigation was practically in charge of Mr. Cha. H. Winslow, of the Department of Labor. He was in frequent consultation with the representatives of the Manufacturers’ Association and the Union as to the details of the investigation. No criticism has been made of the investigation, or its published report, by the Manufacturers’ Association or its representatives.

Practically all the important suggestions of Mr. Cohen, representing the Association, were accepted by Dr. Weyl and Mr. Winslow. On the other hand, considerable criticism as to the methods of the investigation were made by Dr. Isaac A. Hourwich, representing the Union.

These facts are stated merely by way of introduction to show that there appears to be no ground for believing that the report has aimed to favor the workers’ side.

The investigation reported in the Bulletin was confined to conditions of the week workers in the industry, but as far as fluctuation of employment is concerned, its conclusions necessarily hold good for the piece workers as well as week workers. According to this report 4,858 week workers were employed in the Association shops investigated at some time during the year, and of these only 860, or 17.7 per cent., worked from forty to fifty-two weeks. The vast majority of the workers were employed during periods ranging from nine weeks to forty weeks (Table 10 on page 41): the average employment of cutters is given as 37.6 per cent. (Table 11, page 42), and the period of employment of workers in other branches of the industry is approximately the same.

In commenting upon Table 10, above referred to, the report states:

“The table is significant • • • also as indicating the small percentage of the total number of employees permanently employed in the industry.”

Allowing for possible errors and duplications in the report, and basing our esti-
mates not only upon the conclusions of that report, but upon the actual experience of the workers in the cloak industry for a long number of years, we assert that the average work period of the cloakmaker does not exceed twenty weeks per year. To be perfectly conservative and to give the employer the benefit of every doubt, we shall assume, for the purpose of our calculations all through this statement, that the workers' opportunity for work in the cloak industry is fifty per cent. after eliminating all surplus of labor, i.e., twenty-six weeks in the year. Upon this assumption the minimum scale of wages requested by the Union is at once reduced to one-half when considered in terms of total annual earnings.

In other words, if the request of the workers be fully granted and if we assume that every worker will have employment to the full extent of the average opportunity for work in the industry, the minimum annual earnings of such workers will be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum Annual Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cutters</td>
<td>$780 per year</td>
</tr>
<tr>
<td>Jacket pressers</td>
<td>$728</td>
</tr>
<tr>
<td>Reefer pressers</td>
<td>$728</td>
</tr>
<tr>
<td>Skirt pressers</td>
<td>$676</td>
</tr>
<tr>
<td>Jacket underpressers</td>
<td>$650</td>
</tr>
<tr>
<td>Reefer underpressers</td>
<td>$650</td>
</tr>
<tr>
<td>Skirt underpressers</td>
<td>$500</td>
</tr>
<tr>
<td>Sample makers</td>
<td>$650</td>
</tr>
<tr>
<td>Drapers</td>
<td>$416</td>
</tr>
<tr>
<td>Basters</td>
<td>$416</td>
</tr>
<tr>
<td>Skirt finishers</td>
<td>$312</td>
</tr>
</tbody>
</table>

As to the earnings of week workers in the cloak industry on the basis of the present scale of wages the report above mentioned is very illuminating. But before undertaking a summary of its findings it is necessary to state that acting upon the suggestion of the Manufacturers' Association, those in charge of the investigation undertook to show the extent to which the industry is overcrowded by superfluous workers.

For this purpose an attempt was made to trace the individual workers through an entire year's payrolls in a considerable number of shops in order to compare the number of workers with the number of positions open to them. Thus, for instance, the report found that in the ninety Association shops investigated, no less than 1,045 cutters were employed at some time or other during the year under investigation, while the greatest number of cutters employed at the height of the season in all of the ninety shops was only 518. In other words, there were more than twice as many cutters as there were positions available for them at the height of the season. Similar conditions were found to be prevailing in case of the other week workers.

Taking, then, the total wages paid in those shops for the entire year, the report estimates: (1) The wages which the individual worker would have earned during the year if the number of workers employed at the height of the season did not exceed the number of positions open to them, and (2) the average wages earned by the workers actually employed in the industry.

Upon the basis of the two sets of estimates, we find the following conclusions as to the earnings of the workers in Table 17 on page 49 of the report:

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum Annual Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cutters</td>
<td>$780</td>
</tr>
<tr>
<td>Jacket pressers</td>
<td>$728</td>
</tr>
<tr>
<td>Reefer pressers</td>
<td>$728</td>
</tr>
<tr>
<td>Skirt pressers</td>
<td>$676</td>
</tr>
<tr>
<td>Jacket underpressers</td>
<td>$650</td>
</tr>
<tr>
<td>Reefer underpressers</td>
<td>$650</td>
</tr>
<tr>
<td>Skirt underpressers</td>
<td>$500</td>
</tr>
<tr>
<td>Sample makers</td>
<td>$650</td>
</tr>
<tr>
<td>Drapers</td>
<td>$416</td>
</tr>
<tr>
<td>Basters</td>
<td>$416</td>
</tr>
<tr>
<td>Skirt finishers</td>
<td>$312</td>
</tr>
</tbody>
</table>

The earnings of cutters would amount to $537 a year if the conditions were so ideal that there would be just one worker for each position at the height of the season. But as a matter of fact they amounted only to $415 per year if we divide the total amount of wages paid to all the cutters in the ninety Association shops by the total number of cutters employed in these shops at various times during the year.

For skirt cutters the average annual earnings would be $672 under the ideal conditions mentioned, but only $323 as a matter of fact. For canvas cutters, the annual earnings would amount to $618 under ideal conditions, but actually amounted to $398. For jacket upper pressers the ideal wages would be $756 per annum, but actual wages are $363.

Jacket upper pressers might enjoy an annual income of $542, but on the average they are only earning $243.

Skirt upper pressers could earn $691, but are actually earning only $422 on the average. The skirt under pressers would have earned $470 per year, but are actually averaging only $276. Piece pressers could make $484 a year, but are actually averaging $277.

The basters might have earned as much as $648, but are actually earning $324.

Finishers—$552 as against $388 actual earnings. Sample finishers—$728 as against $489.
Such are the average earnings of the men employed in the industry. The earnings of the women in the industry are reserved for separate treatment.

Now, what do those wages in dollars and cents mean when stated in terms of living: of food and clothes and conditions of home? Is it possible to raise a family according to the American standard of life and give an education to the children to fit them for the discharge of their duties as American citizens on such wages? We are fortunate in being able to refer to an impartial report which has met with a most favorable reception on the part of economists for an answer to this question.

We refer to Prof. Robert Coit Chapin's report on the Standard of Living Among Workingmen's Families in New York City. The report was published by the Russell Sage Foundation, and the investigation was conducted under the auspices of a Special Committee appointed by the New York State Conference of Charities and Correction.

The Chairman of that committee was Dr. Leo K. Frankel; among its members were Dr. Edward Devine, Mr. Cyrus Sulzberger, Mr. Homer Folks, Mr. William Guggenheim and several other men well known in this city.

The investigation was undertaken for the purpose of definitely answering the question as to what constitutes the essential elements of a normal standard of living of an average working class family, in the cities and towns of this State.

Prior to the investigation being undertaken, a number of social workers who had been living among working people for many years and were intimately acquainted with conditions prevailing among them, made an effort to estimate very closely the amount of money that it would take to support a "social unit," meaning by this a family consisting of husband, wife and three children under earning age, in reasonable comfort and health. Their estimate averaged $550 per year (Chapin, pages 183-188).

The investigation undertaken by the State Conference of Charities and Correction was for the purpose of ascertaining as accurately as possible the actual standards as well as to see to what extent workingmen's families in New York City are able to live up to the minimum standard necessary for the preservation of life, health and decency.

A careful study of living conditions among the working people showed that the following items must be included in the family budget to provide for the minimum normal standard: 1st, rent; 2nd, food and drink; 3rd, clothing; 4th, light and fuel; 5th, provision for sickness and accident; 6th, insurance; 7th, recreation; 8th, furniture and furnishings; 9th, car fares; 10th, miscellaneous expenses, such as dues, contributions to church, newspapers, etc.; 11th, savings.

The schedule for the investigation was prepared with minute care, enumerating every item of food from a loaf of bread to onions.

The investigation of the Department of Labor and the Department of Agriculture, of Professors Atwater and Chittenden of Yale, leading authorities on the subject, were taken as a basis in determining the normal quantity of food necessary to maintain a person in health. These authorities taking an adult man as a unit found that a family of five, including father, mother and three young children, which was the "social unit" taken as a basis for the investigation, required a quantity of food equal to 3.3 units.

This estimate is a very close one; it provides just the necessary food to maintain the human organism. It does not provide for any luxuries.

On the basis of the cost of food in New York City in May, 1907, at the time the investigation was made, Dr. Frank Uphill, Professor of Physiological Chemistry at Yale University, found 22 cents per day as the minimum amount necessary to provide nourishment for an adult man.

Over 700 families were investigated by Professor Chapin with the result that they were divided into three principal groups according to their earnings ranging from $500 to $900 per year.

Schedules showing incomes from three to six hundred dollars, to quote the report, "were at one time eliminated as the analyses of the most important items of the budget, such as food, rent and clothing, indicated that the families were maintaining an exceptionally low standard of living, and were not independent of outside assistance (Chapin, page 171).

Now what were the living conditions of
the families earning from $600 to $700 per annum, as disclosed by this elaborate and painstaking report? Without attempting to go into too many details, let us quote its most important conclusions: The average family of five persons in this group pays $13 per month for rent. For this they are able to obtain in the Borough of Manhattan from two to three rooms, depending upon the location in which they are living. "Rents seem to be highest on the upper West side, in Central Manhattan and on the lower East side. Such a family has no bath, and only one family in ten has a toilet in their apartment."

The food disbursement for such a family approximates $270 per annum or 22½ cents per man per day, which is just over the minimum established by the scientific authorities, as necessary to maintain life (Chaplin, page 274).

"The budget permits a disbursement of $14 for the preservation of the health of the family, or rather sickness requires this disbursement."

"The family is unable to make any provision against accident or to lay by anything for a rainy day. As a matter of fact, the schedules show that the families are unable to live within this income, under the conditions shown above. Twenty of the seventy-two families admit being in debt, the money being borrowed for food and rent. Not rarely do they visit the pawnshop" (page 277).

"The Committee is of the opinion that an income between $600 and $700 per annum is insufficient for a family of five to maintain a proper standard of living in the Borough of Manhattan. Leaving aside the exceptions, it is apparent that on an income of $600 to $700 many families in Manhattan have a fierce struggle for existence. The maximum of food purchases approximates the minimum set up by authorities on this subject. The narrowest margin is allowed for other essentials. No provision can be made for accident or emergency. If either of these occur, the family runs into debt. Were it not for the charity of friends, relatives, employers and philanthropic organizations, the expenditure of the family would be, and frequently is, larger than the income."

"Such a family literally leads a hand-to-mouth existence, with neither opportunity nor means for enjoyment or recreation. It can make no provision for repairs to equipment. The health of its members cannot be safe-guarded from its own resources. The housing accommodations barely prevent overcrowding. It requires no citation of elaborate statistics to bring convincing proof that $600 to $700 is wholly inadequate to maintain a proper standard of living, and no self-respecting family should be asked to live on such an income" (page 278).

Having gone into some detail in describing the living conditions of a family with an income of from $600 to $700, as disclosed by the report, we may confine ourselves only to the final conclusions of the report as to the other two groups of families.

"The Committee believes that with an income of from $700 to $800 a family can barely support itself, provided that it is subject to no extraordinary expenditures by reason of sickness, death or other untoward circumstances. Such a family can live without charitable assistance through exceptional management and in the absence of emergencies" (page 279).

As regards families with an income of from $800 to $900, the report teaches the following conclusions: "The Committee is of the opinion that it is fairly conservative in its estimate that $825 is sufficient for the average family of five individuals, comprising the father, mother and three children under 14 years of age to maintain a fairly proper standard of living in the Borough of Manhattan" (page 281).

These conclusions were reached on the basis of prices prevailing in 1907.

According to the report of the Department of Labor (Bulletin No. 156—Retail prices 1907-1914, page 8) the retail prices of food in the North Atlantic States rose from 1907-1914 to the extent of over 22%. While we have no data as to the changes in prices of other necessities, there is no reason to believe that they have gone down, and it is well known that in many instances there has been an increase during that period.

In the light of these facts what do the wages of the workers in our industry mean in terms of food, housing and other necessities of life? No less than four occupations, including jacket underpressers, skirt underpressers, part pressers and finishers are shown to be able to earn only from $470
to $582 per year under ideal conditions, which do not exist. Thus the highest possible earnings open to the workers of four occupations in our industry under the present rate of wages are, according to Professor Chapin's report (page 271), utterly inadequate to maintain a minimum standard of normal life without charitable or other outside assistance. So far as actual earnings are concerned, according to the Board of Arbitration report, not one occupation seems to yield a sufficient annual income adequate to maintain a living. $485 (in the case of sample finishers) being the highest average annual earnings shown for any occupation.

We do not mean to say that all the week workers in the industry are dependent upon charity for a living. This would be the case if they were all earning an equal amount, at the present rate of wages. As a matter of fact, some are able to work for a greater number of weeks than others, with the result that the more favored workers in our industry are able to maintain a modest workman's standard, while a majority of the workers, unable to obtain steady work, do not earn enough to satisfy their most vital needs.

This is not our own conclusion. On page 12 of the report of the Board of Arbitration, the following statement is made: "Regarding the earnings of the employees, the surplusage just mentioned would lead to the conclusion that a considerable number do not receive for their work in the ninety shops investigated, an adequate amount during the year for their support."

HOME CONDITIONS

The pitiful conditions described by the Chapin report are present to an even more aggravated extent in the lives of the garment workers. A hasty investigation undertaken by the Union a few days before the present hearing has disclosed conditions of which the following few cases are typical. A more complete presentation of the findings of the investigation will be made at the hearings before the Council of Conciliation:

A. Finisher. Lives in Jackson Avenue, Bronx—has four children, the youngest of them 20 years old, and all working. The father earned $300 for a whole year, as shown by his individual pay book kept by his employer. But for the amounts contributed by the children it would be impossible for him to maintain himself and his wife. As it is, they are having a hard struggle, as the children do not work regularly. The wife stated to the visitor that her husband is greatly distressed over the fact that he does not get an equal opportunity to work in the factory in slack time.

B. Finisher. Has two children, 5 and 7 years old. Has earned $237.20 as shown by his individual pay book kept by his employer. Family is in great want. They live in a basement, which they get rent free in return for janitor's service in a large tenement, which the wife is performing. In addition to working as janitor, she takes in sewing from the neighborhood. In spite of that, they have a very hard struggle to make both ends meet.

C. Finisher. Annual earnings as shown by his individual pay book—$595. Has five children, from 3 to 13 years old. To make both ends meet, wife works as janitress in an old tenement, having no improvements of any kind, and for this gets free rent. Home terribly poor. During the winter they had no coal and had to apply to a charity organization for help. Husband out of work since Easter. Had to go without sufficient food many times. Wife and children look under-nourished. Wife had a hard time to get the place of janitress because of the number of children.

D. Operator. Annual earnings as shown by individual pay book—$675. Has one child two years old. The family occupies a 3-room flat, out of which one is dark. The home is kept spotlessly clean. The wife had $200 saved up when they were married. This was used up partly on establishing a home, and the rest in supplementing the husband's income. But for her savings, she does not know how they would have gotten along. For the last 3 months, the husband has not earned a cent, and they had to pawn his gold watch and chain to buy food. They would take a roomer if they had a light room, and they have not enough money to move to take a larger place.

E. Finisher. Has six children from 4 to 20 years of age. The oldest working at the trade. They occupy a flat of 5 rooms, including kitchen, of which 2 are dark and one occupied by a boarder who
pays $8 a month for the room. This makes a total of 9 persons crowded into the small flat—each room contains a double bed. The man has been out of work since Easter. Annual earnings—$499. But for the earnings of the son it would have been impossible for them to live on this income. The house is very poor.

F. Operator. Annual earnings as shown by the pay book—$402.50. Has four children, from 5 to 15 years of age. The family of six persons has, in addition, two roomers, occupying a flat of 4 rooms, including kitchen, in which two of the children sleep. The best room in the house is occupied by the roomers. Since Easter he has not been able to earn a living and has to depend on the earnings of two children—a 13 year old boy who is earning 75c. a week as an errand boy, and a 15 year old girl working in a candy factory for $4 a week. Another boy is looking for work. He wept bitterly when taken from High School. Wife earns about $2 a week by taking in sewing.

G. Finisher. Has two children—14 and 18 years of age. The 18 year old boy works as an errand boy and contributes $3 a week to the family. The 14 year old girl does not work; she has tuberculosis. A 20 year old girl died of tuberculosis. They live in a tiny 3 room flat, bearing marks of great poverty. Although the girl died in this house, they are too poor to move. They have a roomer who pays $3 a month. Wife gets her clothes from relatives.

The employers may contend that the reason the workers do not earn wages sufficient for their maintenance, is that the industry is overcrowded. To this we reply:

1st. That the existing surplus of labor in the cloak industry has been grossly exaggerated. It has been claimed that there are about twice as many cloakmakers in the industry as the number required in the peak of the busiest season. Common knowledge and experience refute that assertion. As a matter of fact very few cloakmakers remain without work during the nine or ten weeks of the year which mark the height of the two seasons, and situations are not unusual where the supply of labor is insufficient for the requirement of the industry. The difficulty does not lie in a material surplus of labor supplied, but in the unusual fluctuations in the industry above indicated. According to the report above mentioned the number of workers employed at the height of the season in some branches of the trade exceeds the number of those employed in the slowest season three, four or even five times.

2nd. The irregularity of employment in the industry is not caused and cannot be controlled by the workers. The employers may with greater fairness be charged with responsibility for the situation. As far as we know they have made no effort at regularization of their work. In busy seasons they press into service hundreds or thousands of new workers, recent arrivals from Europe or persons engaged in other industries. They make them cloak workers, and the Union by its agreement with the employers, must admit them as members, and thereafter is morally bound to take care of them in the same way as of their old members.

3rd. Even if the number of workers were reduced only to those necessary to run the machines now installed in the factories, the report of the Board of Arbitration shows that at least four of the occupations which were enumerated, would be earning less than $400 a year, or from $243 to $353 less than the irreducible minimum shown to be necessary for a bare existence. Four other occupations, namely, skirt cutters, canvas cutters, skirt upper pressers and basters, would be earning from $600 to $700, or an amount which in the language of Prof. Chapin's report, is "wholly inadequate to maintain a proper standard of living and no self-respecting family should be asked or expected to live on such an income" (page 278). Two occupations, those of sample finishers and jacket upper pressers and basters, would earn under the impossible ideal conditions from $700 to $800 which, according to Prof. Chapin's report would be hardly enough to enable a family to live without outside assistance, provided the woman were capable of exceptional management and there were no emergencies by way of sickness, death or other untoward circumstances.

Only one occupation, that of cutters, would yield an income of $857 under the ideal conditions mentioned before, just high enough to rise above the marginal
line which separates privation from a mere living.

In conclusion let us point out again that the wages we are referring to are those at present prevailing in the industry, while the cost of living indicated by Prof. Chapin's report has since risen by over 22 per cent.

Earnings of Women Workers

According to the report of the Board of Arbitration the following are the possible highest and actual earnings of the women week workers employed in the cloak and suit industry:

- Basters .......... $496 & $286 respectively
- Finishers .......... $462 & $200
- Sample finishers $465 & $169
- Skirt finishers .... $348 & $232

(Bulletin of Department of Labor, No. 147 — table 17, page 49.)

Nothing is said in the report as to whether these women are married or single, or whether they are living with their own families. We know that, as a rule, a great majority of the women employed in the industry are unmarried. How many of them live with their own families has never been ascertained. It stands to reason, however, that the mere fact that they have to work for a living in a clothing shop, is an indication that the family is not able to support them. It is quite likely that a much larger proportion than is the case with the native born families is obliged to board with strangers, since the majority of these women have immigrated from other countries, and a great many of them without their families.

As to the cost of living for single women, we have considerable authentic information. Within the past two years nine States of the Union have enacted minimum wage laws for women, giving the wage boards, created under those laws, the power to fix the minimum wages in accordance with the cost of living in those States. This has necessitated a very careful investigation of the subject in a number of these States. In all of these cases, the wage boards consist of an equal number of representatives of the manufacturers and employees, in addition to representatives of the general public. There can be no doubt, therefore, as to the strictly impartial character of the findings.

In Massachusetts, for example, the minutest items of expense down to the cost of a tooth brush, and the amount to be allowed for movies, was carefully scrutinized and checked by the representatives of the employers and reduced to the minimum which they thought was necessary. How close the estimate was will be seen from the allowance of 20c. a week for doctor's and dentist's services, and 17c. a month for movies and theatrical entertainments. On this basis it was found that the lowest amount on which a single woman could get along in Massachusetts, not allowing for savings or idleness through lack of employment, or illness, is $8.71 per week. The estimate in Minnesota is from $8.50 to $8.75 per week, while in the State of Washington the minimum wage fixed by the board was $10.00 a week for adult women. Considering the higher cost of living in this city we will be moderate in accepting $10.00 per week as the amount necessary for a woman to maintain herself, which is equivalent to $520 per annum. In the light of these facts it will be seen that if the number of women employed in the industry did not exceed the number of positions open to them at the height of the season, they would be earning less than the minimum amount necessary for their existence. As a matter of fact, however, with conditions as they are, the women workers earn less than half the minimum necessary for existence.

Again the reservation has to be made as in the case of the earnings of the men, that the figures quoted, being average earnings, there is no doubt that some of the more favored workers, who are given more steady employment, do earn an amount sufficient to maintain themselves which, however, leaves the other workers with earnings still smaller than those indicated by the average figures.

Standard of Wages for Piece Workers

With reference to wages of the piece workers in the industry the Union submits the following proposition:

All prices to be paid to operators and piece tailors shall be adjusted as nearly as possible upon the basis of seventy-five cents for each hour of continuous work, and for finishers on the basis of sixty cents for each hour of continuous work, and all prices for
labor shall be as uniform as possible in all cloak manufacturing establishments in Greater New York. The Union offers to employ a sufficient staff of price experts, whose selection shall require the approval of the Association. Such experts shall examine settled prices and have power to revise the same. They shall act on any complaint on the part of the Union or on the part of the Association. All piece prices heretofore agreed upon between the employers and workers for the current or approaching season shall be revised on the basis above set forth.

This proposition was submitted to the Cloak, Suit & Skirt Manufacturers’ Protective Association at a conference held on the 16th day of March, 1915. It was discussed by the conferees, who finally agreed to submit it to the Board of Arbitration for decision. The protocol was abrogated by the Manufacturers’ Association before the Board of Arbitration had an opportunity to consider the subject, and the proposition together with a number of other plans then pending, remained undetermined.

The principal objects sought to be accomplished by the proposed regulation above set forth were:

1. To obtain greater uniformity in the wages of pieceworkers throughout the industry.
2. To secure a living wage for the operators, piece tailors and finishers.

The present mode of fixing wages of piece workers in the cloak and suit industry is most arbitrary and chaotic and is at the bottom of most evils and friction in the industry. Prices are agreed upon between each of the two thousand individual employers in the city and their respective workers for each separate kind and style of garment, without the slightest regard to other establishments manufacturing similar garments and without any accepted standard or basis whatever. In practical operation, the system works out as follows: The employers of every cloak manufacturing establishment select from among themselves a “Price Committee,” whose duty it is to “settle” prices with the employer. The Committee is headed by a “shop chairman,” likewise elected by the employees. When the employer has designed a new style of garment he prepares a sample garment, which he exhibits to the Price Committee with the question: “How much will you make the garment for?” The Committee examines the garment, makes a guess at it and names a price. If the employer is not satisfied with the figure named, he will offer a lower one. A process of haggling thereupon ensues, which, in most cases, eventually results in a compromise. It is obvious that in such a process a number of elements other than the value of the labor required enter in the determination of the result. The employer, who is most relentless in bargaining, and who does not shrink from threatening and bulldozing his workers, will, as a rule, stand a better chance to secure a very low rate of wages than the more decent employer. The more submissive Price Committee will secure less pay for its constituents than the more aggressive price committee. In busy seasons, and when work is plentiful and labor scarce, the employer will naturally be inclined to yield a point. In slow seasons, when work is scarce and the employer needs his earnings most, the worker is likely to make the heaviest concessions on prices. Sometimes the employer will force his workers to accept an unfair and inadequate wage by a threat to send his work to the “sub-manufacturer.”

The institution of “sub-manufacturers” is a recent development and is fraught with danger to the cloak industry. The origin, functions and mode of operation of the “sub-manufacturers” are, briefly stated, as follows: In former years a substantial portion of the work in the cloak trade was being done by “contractors” or “sweaters.” These were middlemen, who would obtain from the manufacturers cut material for garments and contract to finish them at fixed prices per piece. They would do their work in their homes or in small, unsanitary shops, underpaying their workers and forcing them into long hours of work. Men working for contractors would be paid considerably less than those working directly for the manufacturers, and the difference in wages would constitute the contractor’s profit. With the advent of a strong union in the industry this evil was curbed. The union insisted upon equal wages to be paid in “contracting” shops and “inside” shops and induced the manu-
facturer to maintain equal standards in his own establishment as well as in those of his contractors. These measures effected a partial but not a complete cure of the evil and finally, in 1913, the Union in a general strike against all contractors, succeeded in abolishing the remnant of the sweating system in the industry. It was the hope of the workers that the middlemen in the industry would thus be abolished and that thereafter they could deal direct with their employers. But that hope was frustrated by an ingenious device on the part of the manufacturers. This device consisted in reviving the contractor in the guise of an independent manufacturer. Instead of turning over to the contractor cut material and paying him for the labor of putting the same together, the manufacturer now proceeded to "sell" to the same type of person uncut piece goods at a fixed price and to "buy" from him his finished product at a fixed price. By this process the contractor of old was elevated into the modern "sub-manufacturer." Gradually the arrangement varied from place to place. In some instances the manufacturer could not sell the piece goods direct to the "sub-manufacturer," but would make arrangements with the mill to have such material sent direct to the latter. And finally, some of such "sub-manufacturers" actually purchased their own goods and sold the finished material to the manufacturer. The difference between the legitimate manufacturer and the so-called "sub-manufacturer" is: That the manufacturer sells direct to the trade, while the "sub-manufacturer" works for the manufacturer. The existence of the "sub-manufacturer" is, of course, in all cases dependent upon his ability to manufacture the garment at a lower cost than the legitimate manufacturer, on his ability to sell his work to the manufacturer at a price somewhat lower than the cost of production of the garment in the inside shop, still reserving a profit to himself. This can obviously be accomplished in only one way: The "sub-manufacturer" must pay less for labor per garment than the inside manufacturer.

Thus the planless and competitive system of individual wage fixing for the piece workers in each of the two thousand cloak shops in the city results in the following evils:

1. Unfair and ruinous competition between the employers. The least scrupulous employers get their work done cheapest and the better class of employers are forced to lower standards in their shops under penalty of being undersold by their competitors.

2. Development and growth of the "sub-manufacturing" system.

As above stated, those employers who do not succeed in forcing wages in their inside shops down to the low point attained by some of their competitors, seek to recoup themselves by having their work done by "sub-manufacturers." In other words, delegate to the latter the delicate task of forcing down wages and driving their workers. The "sub-manufacturers," however, who begin their careers as tools of the old manufacturers, often develop into their competitors, endeavoring to sell goods to the same market. This results in the abnormal situation which now confronts the industry; the members of the Protective Association and other leading manufacturers complain of the lower standards prevailing in the "sub-manufacturers'" shops, which they themselves have created for the express purpose of getting their goods cheaper, i.e., lowering standards, and the irony of the situation is that the manufacturers now seek to put the blame for the maintenance of these dual standards upon the Union. The "sub-manufacturing" system and its evil influence in the industry are due entirely to the acts of the manufacturers induced by the senseless competition in individual price making.


As the present system of wage fixing for piece workers is not based so much upon the quantity and quality of the work as upon the respective strength or ability to haggle of employer and worker, the latter's income is more in the nature of a gamble than a fair compensation for a fair day's work. Moreover, on account of the competitive elements above-mentioned, the general tendency is towards ever lower prices, and in numerous instances it occurs that operators and finishers are forced to work for starvation wages, even in seasons when work is plentiful.

The proposal of the Union seeks to remedy all of these defects by establishing
a standard or basis of compensation and
by making provisions for its uniform ob-
serveance throughout the industry.

The standard thus proposed is based up-
on the unit of a continuous work hour,
and the compensation suggested, seventy-
five cents for operators and piece tailors,
and sixty cents for finishers, is entirely
reasonable and moderate.

As shown above, the worker in the
cloak industry cannot figure on more than
about twenty-six full weeks of work dur-
ing the year, i.e., an average of one thou-
sand and three hundred work hours. Up-
on that basis the proposed standard would
bring up the annual earnings of operators
and piece tailors to $975 per year or
$17.50 per week and those of the finishers
to $780 per year, or $15.00 per week If
their work were done continuously during
the period of employment, but It must be
borne in mind that some time is lost be-
tween different operators, as above indi-
cated, and the chances are that upon the
basis of the Union's proposal, average op-
erators and piece tailors would earn no
more than about $900 per year and avar-
axe finishers no more than about $700,
I.e., amounts barely sufficient to maintain
their families in modest decency and com-
fort.

To Insure tho enforcement of standards
the Union proposes to employ an adequate
number of price experts to examine Into
and, if necessary, revise settled prices,
where such prices diverge materially from
the standard. Since the Association Is as
much interested as the Union in the main-
tenance of uniform wages, the Union Is
quite ready to provide for joint control of
such prices. The technical obstacle to
such an arrangement is only this, that
while the Union has access to all cloak
shops in the city, the jurisdiction of the
Association is limited to the establishments
of its own members. Price experts se-
lected by the Association may not gain
access to non-Association shops. To over-
come this difficulty the Union proposes to
employ price experts at its own expense,
but to submit its choice of such experts
to the Association for approval or rejec-
tion. Improper price settlements may be
corrected at the instance of the Associa-
tion as well as at that of the Union.

The Union is convinced that the prob-
lem of wage fixing for piece workers must
be solved on the general principles above
outlined before the industry can hope for
substantial progress and lasting peace.

4. Insecurity of employment for the
worker and constant friction between em-
ployer and employee.

Under the system which leaves price
making to the arbitrary agreement be-
tween the employer and the Price Com-
mittee, the employer will naturally favor
a pliable committee and will feel resent-
ment towards such members of the com-
mittee as will take a more obdurate stand
in the defense of what they consider jus-
tice to themselves and their fellow-workers
in the shop. The employer will naturally
feel tempted to get rid of the "obdurate"
members of the Price Committee, to dis-
charge them as soon as opportunity pre-
sents itself. The members of the Price
Committee will often yield a just claim
for fear of discharge.

Review of Discharges

In the foregoing arguments we have
taken for the basis of our inquiries the
"average worker." But while this pro-
cedure is perfectly proper for the purpose
of statistical investigation, it is often mis-
leading in actual practice. The "average
worker" is, of course, a pure abstraction,
arrived at by an imaginary equal division
of work and wages among all employees
in the industry. In actual fact, however,
each worker must figure with his indi-
grual work time and is dependent upon
his individual earnings. The man who has
only nine weeks' work during the year de-
rives scant consolation from the fact that
his neighbor has employment all year
round, and the man who earns $250 per
year cannot pay his food, rent and cloth-
ing from the pay envelope of his fellow-
worker who earns $1,000 a year.

The Inequality of the worker's oppor-
tunity to earn a living is, of course, most
 glaring in the seasonal industries, and it
is particularly iniquitous and ruinous in
the cloak making industry.

In view of this situation a custom has
sprung up in the industry many years ago
by which all workers always shared, more
or less equally, all available work and
wages. In other words, "superfluous
workers" were rarely laid off at the end
of the season, and when the work was not
enough to go around, it was distributed
as equally and equitably as possible among all of them, so that no worker would remain absolutely destitute between seasons. This custom was tacitly recognized by employers and workers in the industry even prior to the adoption of the Protocol. It was continued while the Protocol was in force.

A dispute having arisen between employers and workers in the industry as to the exact extent and application of the custom, the Union submitted to the Board of Arbitration a request to construe the rights of the parties with reference to discharges and equal distribution of work in the following language:

"I. RIGHT TO DISCHARGE"

"The period of the first two weeks of employment shall be considered a period of test or trial, and the employer shall have the right to discharge any worker during the said trial period of two weeks if he should consider such employee unsuitable or unsatisfactory for any reason. When a worker is retained by the employer after such trial period of two weeks he shall not thereafter be discharged without cause. Causes for discharge shall be restricted to incompetence or misconduct. 'Incompetence' within the meaning of this rule shall be interpreted to mean an inability of the worker to do the work for which he was hired with the average degree of skill possessed by other workers in the same line of employment. 'Misconduct' shall be interpreted to mean conduct incompatible with good order, and reasonable discipline in the shop. The employer may determine in the first instance whether an employee is incompetent or guilty of misconduct, and the worker, if aggrieved by the decision of the employer, may apply for redress to the Committee on Immediate Action in the manner provided for by the rules."

"II. RIGHT TO REORGANIZE SHOPS"

"The employer has the absolute right to reorganize his establishment and working force to meet the exigencies of his business from time to time and to reduce his working force, provided that such reorganization of the establishment and reduction of working force are undertaken in good faith and not for the purpose of discharging employees without cause. As proof of such good faith an employer who wishes to reduce his working force shall agree not to increase it again within six months. When an employer is bound to discharge some of his employees on account of such reorganization of his establishment, the employees to be retained and those to be discharged shall be determined by the joint action of the clerks of the two organizations, and if such clerks fail to agree, by the Chairman of the Committee on Immediate Action. The selection shall be made in each case with a view to securing to the employer a competent staff of workers suitable to his requirements and to doing justice to the employees. In the observance of these principles the workers to be retained may be chosen by lot, on the basis of seniority in employment, or upon any other fair and impartial method agreed upon by both sides."

"III. EQUAL DISTRIBUTION OF WORK"

"When the employer does not have enough work to occupy the entire time of all of his employees, the work in the shop shall be distributed as equally as possible among all of his employees so as to give each of such employees a chance to earn equal wages."

In support of these contentions the Union argued that immunity from wholesale or arbitrary discharges and a provision for equal distribution of work in slow seasons were necessary for the workers in the industry for the following reasons:

1. Aside from a small number of workers who come into the industry during the height of the season only, and may be designated as casual workers, the cloak-makers depend entirely and exclusively on their earnings in the cloakmaking industry. As a rule they are unfit for any but tailoring work, and as the seasons in all tailoring industries correspond to each other pretty closely, and all are overcrowded, there is rarely a chance for a cloakmaker to find employment in any other branch of the needle industry during off seasons. If then the employers are to be permitted to discharge all "superfluous workers" at the end of each short season, the result would be that the favored few would enjoy a full year's work and a decent income, while the bulk of the workers in the industry would be left without any..."
income or resources whatsoever during the long periods between seasons. The wages earned by the cloakmakers during the seasons are far from sufficient to support them all year round, consequently the workers discharged at the end of the seasons would be thrown upon charity for relief. The Union contended and contends that the industry itself is primarily charged with the support of the workers in it.

2. If all "surplus workers" would be thrown out of employment at the end of the busy season they would of necessity endeavor to secure some work and would underbid their more fortunate fellow-workers who retained their jobs, and the result would be an unhealthy and ruinous competition between the workers in the industry, a cutting of wages and a demolition of all standards.

3. In view of the fact that the bulk of the employees are piece workers and that their wages are fixed for each separate style of garment, the men acting on the "Price Committee" could hardly be expected to have the courage of holding out for a decent wage. If they knew that their jobs were entirely at the mercy of their employers, again, standards would inevitably be lowered under a system of free and arbitrary discharges on the part of the employers.

In this connection it must be remembered that the system of tolerably permanent tenure of employment and equal distribution of work does not impose any additional expense or appreciable inconvenience on the employer. As stated above, the vast majority of workers are paid by the piece. The week workers are also not paid by the week, but by the hour. In other words, if a so-called "week worker" should work only three hours during any week, he would be paid for three hours and not for a full week. Thus the aggregate wages paid by the employer is always measured by the quantity of work produced in his shop and not by the number of his employees. An employer who gives a full day's work to 10 persons would pay no less for his work than the one who gives half-time employment to 20 men. The employer may make some economies in overhead charges by employing a smaller number of men at full time than a larger number of men at part time, but these economies are so paltry that they are not entitled to be considered as an offset to vital ethical and economic considerations which support the worker's demands.

As stated above, the proposal was submitted by the Union to the Board of Arbitration not as a request for a new arrangement, but as an interpretation of existing rights under the Protocol. The Board of Arbitration, after many exhaustive hearings on the subject, rendered a very complete and illuminating decision on the 21st day of January, 1916, and we herewith reproduce the principal points of a decision as bearing upon the issues discussed:

"It was proposed, in creating the protocol, to insure to the individual employee not only the compliance with the specific provision named in the protocol, which involved changes in a large part of the shops; but to secure to the individual employee, through the protocol, the enforcement of fair, reasonable and just treatment by his employer; such treatment which independently of the protocol, could ordinarily have been enforced only through strikes. That is, the protocol was devised to enforce for the benefit of the employee a right to fair and just treatment; or, to put it in another way, to secure, through the instrumentality of the protocol, the reasonable certainty that the employer would not exercise his legal rights oppressively or unfairly.

The Union, by signing the protocol, relinquished its right to secure by strike more than it was getting, and there was substituted for that relinquished power of strike, the powers created under this agreement, which constitutes a government to control the relations between employer and employe. And as this Union and other Unions had frequently exercised their right to enforce the fair, just and reasonable exercise by the employer of his legal rights in regard to the administration of business, and in regard to hiring and discharging, so this instrument involved in its creation the right to secure, through its provisions, the same thing. But it substituted for the strike the machinery of the protocol as a means of securing the fair and reasonable ex-
exercise by the employer of those rights which were, by law, vested in him.

We are of the opinion, therefore, that underlying the protocol, and of the essence of its existence, must be a spirit of fairness, that it must be understood as a basis for any proper interpretation of it and application of it; that the parties desire by its provisions to promote, foster and develop square dealings in all of the relations of employer and employee; that its purpose must be read in the light of an honest attempt to eliminate unconscionable and unjust conditions in this important and necessary relationship; that unreasonable acts or demands are not to be expected from either of the parties, and that anything of that nature would be in violation of the fundamental purpose of the protocol; that in the light of these basic principles, the Board decides as bearing upon the questions of discharge.

That no employe who can be considered as a regular employe, should be discharged unfairly or without reasonable ground. In other words, that the spirit of fairness and the rule of reason be used to determine whether or not an employe should be discharged;

That the right of determining this must in the first instance rest with the employer, and that any employe, deeming himself unjustly treated, has a right to make his complaint and have his grievance heard in the regular manner. And in the hearing of such cases, it is understood that the parties administering the protocol are to look into all the facts and to apply the same standards for determining the case, thus eliminating the burden of proof from all consideration.

That statement, and what bears upon the other branches, may perhaps be amplified by this further statement:

The power of administration, discipline and discharge vested in the employer shall be exercised in a fair and reasonable manner, and if the propriety of the action is questioned, it shall be subject to review.

The words "fair" and "reasonable,"
as-used herein, shall be interpreted in the light of the spirit and of the purpose of the protocol as stated, and that spirit and purpose includes, among other things, the following:

First.—To assist the employer in the peaceful and uninterrupted operation of his factory, in establishing and maintaining reasonable discipline, and in promoting such economy and efficiency of production as may be secured by co-operative effort.

Second.—To assist the Union in establishing the strength and efficiency of its organization, and raise the standard throughout the trade, to the end that the Union power may be adequate to carry the responsibilities and perform the duties imposed upon it by the protocol, and to promote the co-operation and good will between the Union and the Association, so essential to the successful operation of the protocol, and to the solution of the problems of the industry.

Third.—Subject to the foregoing provisions, to assist the individual worker in obtaining such security and continuity in his employment, such equity in the distribution of work and such fairness of general treatment and of conditions as may be possible and practicable, having regard to the unavoidable fluctuations and exigencies of the work, and the imperfections and limitations of ordinary human nature by which this enormously difficult industry must be administered.

And, as bearing upon the question of what is "fair and reasonable," in the division of the work, the following may be of assistance as a guide:

The equal division of work is to be regarded as desirable and necessary in this industry, for it must be acknowledged that it should be made possible for the people called into the industry, and who are regularly employed therein, to earn a reasonable livelihood, but the principle of the equal division of the work is inseparably bound up with the principle of control of labor supply."

It will thus be seen that the Board of Arbitration did not agree with the construction sought for by the Union, but in-
stead of that set up the principle that the right to discharge workers rests with the employer, but that such right should not be exercised unfairly and without reasonable grounds. That when a worker claims to have been discharged unfairly, unjustly or unreasonably, his complaint must be heard, and if found justified, the worker must be reinstated; and also that equal division of work in slow seasons is desirable and necessary in the industry.

Or to state the proposal in still different language, the Board recognized the right of the employer to discharge his worker, but it also affirmed the right of the worker so discharged to a review of the causes of the discharge.

The Union has accepted the decision of the Board, and its present request is formulated in the spirit and practically in the language of that decision.

The employers now take the position that their right to discharge is a sacred right, not subject to arbitration. To that we reply that we grant without hesitancy the employer's legal right to hire and fire as he wishes. But it must also be borne in mind that the worker has the similar legal right to work or to refuse to work as he pleases, and that the strike in the hands of the Union is a legal, legitimate and effective weapon to correct the abuses of power on the part of the employer. This right of the worker is as sacred for him as the employer's right to discharge, and this right he had surrendered under the Protocol in consideration of the employer's surrender of his right to deal with his hands arbitrarily. The present proposal is not to deprive the employers of any of their legal rights but one of a voluntarily arrangement by which both parties are to limit their legal rights in the interests of peace in the industry.

The requests of the Union grouped under the heading "Miscellaneous Regulations" are self-explanatory and require no further comment. They aim partly at checking the tendency to overcrowd the Industry with workers and partly to curtailing the demoralizing factor of the small middleman in the industry.

Respectfully submitted,

MORRIS HILLOUT,
Attorney for Cloakmakers' Unions and International Ladies' Garment Workers' Union.

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The Story of the Month in the Cloak Trade

By A. ROSEBURY

CLOAK MANUFACTURERS OF NEW YORK AND PUBLIC OPINION

In course of last month the cloak manufacturers of the Protective Association had a hard nut to crack. They expected an easy victory over the Union, but they made a wrong calculation. As soon as the Association abrogated the protocol, its leaders launched their old fossilized tactics of non-recognition. But the Union immediately compelled them to come out boldly before the world.

"Do you, gentlemen, want war or peace in the industry?" Such was, in substance, the essence of the very diplomatic, yet unmistakable meaning of the letter addressed by the Union to the Association and every manufacturer separately at the end of June. This masterful communication immediately made a hit. It indicated in no uncertain tone that the Union had every pacific intention in the world, but insisted on the rights of the workers.

More than a month elapsed since the Manufacturers' Protective Association had abrogated the protocol. Was not this in itself an act of war? Did not the employers thus fire the first shot? What was now the alternative before the Union? The natural reply to that war-like act would have been a prompt declaration of a general strike. But the Union acted thoughtfully and with deliberation, in first of all sending a friendly and honestly-worded ultimatum.

The atmosphere was immediately charged with electricity, so to say. Dark clouds rolled overhead press-ag in an industrial storm. Only two weeks had been given. These two weeks would soon pass and New York would witness a repetition of the scenes of the summer in 1910—the
shops and factories at a standstill, the streets crowded with idle workers, the cloak and suit industry paralyzed and thousands of people, engaged in other trades, suffering as a result.

**PROMINENT CITIZENS SUGGEST PEACEFUL ADJUSTMENT**

Influential people of the Jewish community—Jacob Schiff, Oscar Straus, Louis Marshall, Syrus L. Sulzberger, and J. L. Magnes, took notice of the impending industrial cataclysm. The public still had a vivid recollection of the historic struggle of five years ago and thought that a struggle on a similar scale in the cloak industry, when the trade crisis entailed by the war was hardly over, would be little short of a misfortune for New York City. Accordingly they wrote to the Union and the Manufacturers' Association suggesting a peaceful adjustment. Here are a few extracts from their letter:

> Under ordinary circumstances, we should hesitate greatly to approach you on this matter. But in these days of war and catastrophe, we cannot, in good conscience, be the mute witnesses to an impending struggle in your industry, a struggle which would affect some fifty thousand workers, and several thousand employers, and many thousands of others dependent upon them. Warfare will disturb the orderly progress of an Industry which the community has of late been taught to look upon with pride. A conflict at the present time would mean an appalling economic and moral waste to the entire community, and will engender a bitterness that will last many years.

> We cannot, however, bring ourselves to believe that matters have come to such a pass that serious strife and its distressing consequences are absolutely the only way out. On the contrary, we feel that a reasonable solution of the problem can and ought to be found.

> We have learned with considerable interest that the union has proposed to you the contention in the Industry be forthwith submitted for adjustment to a committee or board of unbiased persons. We would urge you in the public interest, as well as, in the true interest of employer and employee, to accept this proposal.

> Could the manufacturers reject this proposal. However bellicose the disposition of Mr. Heineman and his colleagues, they could not ignore the earnest request of such prominent men in the community. Obviously they felt inclined to put on the old rusty armor, "nothing to arbitrate." That clearly must have been their intention when they abrogated the protocol on May 20, four days before the Board of Arbitration was to decide the questions in dispute. By giving instructions to their members not to deal with the workers in the shops as union men they made it appear as if they had adopted that musty policy.

However, the Union frustrated their plans by sheer tact and wise deliberation. The events of July, 1915, will be inscribed with golden letters on the pages of the history of the Cloakmakers' Union. Rarely, if ever, has the trade union movement placed to its credit a greater success of arms. The shape of tact and wise diplomacy than has the Cloakmakers' Union last month under the guidance and leadership of Morris Hillquit, Benjamin Schlesinger and the committee of seven selected by the Cloakmakers' Joint Board and General Executive Board of the International.

**EMPLOYERS' INSINUATIONS LEAVE PUBLIC UNCONVINCED**

The letter addressed to the manufacturers by the Union was characterised in the general press as an ultimatum. Yet as such it unmistakably declared: "We want peace and arbitration and not a strike." In his reply to Mr. Schiff's committee President Schlesinger briefly stated:

> We don't want a fight. We want our rights. We believe we can trust the proposals and plans of the men who wrote the letter. A strike is not wanted by us in these hard times, but we will not see the union crushed, if that is what the manufacturers want.

The public quickly realised the entire situation and protests against the manufacturers' attitude appeared in the press. Some daily papers even commented editorially on the crisis.

In the circumstances the manufacturers felt bound to change their attitude on the subject of arbitration. After a stormy meeting they, no doubt reluctantly, came out with a not very definite statement intimating their willingness to appear before a "council of conciliation."

A remarkable feature of this entire controversy was the precise and clear-cut language of the Union. The Association, on the other hand, has continually indulged in insinuations and hurled sc-
citations against the workers' organization.

The Chairman of the Executive Board of the Association gave out several statements to the press in which he characterized the Union as a collection of Anarchists and Syndicalists whose object it was to introduce into the shops the co-operative commonwealth. According to Mr. Hine-

man's official statement the Cloakmakers' Union was "not an American Union but a radical Socialist group that made a peace agreement a means to continue the class struggle." Obviously in employing these tactics his aim was to gain public opinion on the side of the employers. If so, it was an error in judgment; public opinion grasped the situation much better than we could have expected.

Since the Union had stated the wishes of the workers in clear, unambiguous terms, the intelligent public was perceptive enough to see through the game the manufacturers were playing, and their insinuations and accusations left the great public unconvinced.

The demands of the Union were clearly set forth in the historic letter addressed to the manufacturers by the Union on June 28, which said:

We do not desire to revive the protocol with its intricate machinery and perpetual drudgery, but propose instead a simple working agreement, limited in time to one or two years, which shall contain provisions for a reasonable minimum wage scale for week-workers, a uniform basis of pay for piece workers, equal distribution of work, a method for the adjustment of disputes through the medium of our respective organizations, as representatives of the employers and workers in the industry, and such other provisions as shall be found necessary to maintain proper standards and preserve peace in the industry.

If this was Syndicalism and Anarchism, then the manufacturers were apparently bent on throwing sand in the eyes of the public. Such statements were an insult to common sense.

AGREE TO CONCILIATE BUT PURSUE MILITANT POLICY

The note in reply addressed to the Union by the Association, intimating their willingness to come before a council of conciliation, by no means revealed their intentions. The Union merely scored a point; it compelled them to come forth from their concealment in at least vague and ambiguous phraseology. Here is a copy of the note. Let it remain on record for future generations:

Benjamin Schlesinger, Esq., President International Ladies' Garment Workers' Union; Elmer Rosenberg, Esq., President Joint Board Cloak and Skirt Makers' Union, New York City.

Gentlemen: We have your letter of the 28th ultimo. We are willing to go before a Council of Conciliation, to be made up of disinterested and neutral parties, and to lay our case before them, with the understanding that arbitrable questions may be left to a Board of Arbitration, to be subsequently formed, if necessary. Very truly yours.

CHAS. HEINEMAN,
Chairman Executive Board.

In a separate letter to the Schiff Committee the employers, however, placed an obstacle in the way that made the situation extremely doubtful. This plainly led to the inference that the militant tactics of the Association had not subsided, even though they accepted peace overtures. That letter said in part:

When, however, you know the situation as thoroughly as we do, you will realize with us that there are certain matters of vital principle that we cannot surrender. Indeed, if we did surrender them, we are certain we should forfeit your respect for us. On the other hand, questions may be left to a Board of Arbitration, to be subsequently formed, if necessary. Very truly yours.

CHAS. HEINEMAN,
Chairman Executive Board.

Some of the employers' contentions

One of their contentions was that of shipment investigated the workers had
been at fault in 354 cases, and the clerks ordered them back to work. On these partial figures, torn from their context, they built up a theory that the Union could not maintain discipline in the shops. But the fact that the workers were ordered back to work proves that discipline was maintained. In view of the fact that in almost all cases it is the employer and his supervisors who cause the hot blood, petty tyrannies, the wonder is not that stoppages occur but that the workers have such enduring patience. When attempts at mediation fail the temporary stoppage is the only form of protest left to the worker who feels aggrieved; and he often does feel himself justly aggrieved.

Another contention was that the Union cannot control the "social" or small shops which compete with the large factories.

Nothing could have been better calculated to mislead the public than this statement. The sub-manufacturing evil which has been so keenly felt in the trade for the last two or three years is not a familiar term to the general public. People, outside of our trade circles do not know to what extent the sub-manufacturer, who is really a contractor, is encouraged and maintained by the large manufacturer. Because these shops enjoy the secret protection of the big employer they are even less amenable to control than the independent shops. The workers in the large shops contemplate the sub-manufacturer as the "mushroom" growth of the small shops or contention, was that the union entirely on the shoulders of the employer's control the "social" or small factories. It is the system of contracting and subcontracting, encouraged by the employer because it tends to increase his profits that has for years been the greatest evil in the garment trades. The "social" shop may have originally started with being a help to the manufacturer, and if now its owner turns around and sends him, he is himself to blame.
Such were the contentions with which the manufacturers endeavored to justify their action. The public, however, could not get over the fact, that the manufacturers, being the first to commit an act of war, had undoubtedly planned a return to pre-protocol conditions in the trade. Some members of the Association had already reduced prices as much as 30 per cent, on various garments at the bargaining between themselves and the price committees, in spite of Mr. Heineinan's statement in the press that the Association would maintain existing rates.

UNION LEADERS ON THE ALERT

Credit is due to the representatives of the Union, and Attorney Morris Hillelt in particular, for the assiduity with which they watched every move of the manufacturers. The central idea underlying all the deliberations of the elected representatives of the Joint Board and the officers of the International was in effect: "We, by all means, desire peace, but we are ready for war."

The following statement by President Schlesinger in one of the daily papers indicates the caution and forethought exercised by the representatives of the Union:

"Everything is ready. We need only press a button and the 60,000 garment workers in our union go on strike.

In its reply to our letter the manufacturers' association foolishly avoids the use of the term "board of arbitration," and signifies its willingness to meet our representatives in a "council of conciliation." We have a suspicion that the manufacturers will try to make use of this council of conciliation merely to drag things along until the season when it becomes impossible for the garment workers to strike. It may be that they intend merely to use this conciliation council for talking things over, not to take the place of the abrogated protocol. In the course of another fortnight or three weeks the most favorable time for a strike in the garment industry will be here. If the manufacturers can prolong discussion and indecision until a few weeks after this time it will be too late for a cloak makers' strike to be effective. Therefore we of the International Ladies' Garment Workers' Union are curious to see, now that the membership of the council, its time of meeting, and its method of procedure are being arranged, just what will follow. If, as we suspect, we find there is a disposition on the part of the manufacturers merely to talk to no purpose we will order a universal strike within the next two or three weeks.

While we have one committee in one room arranging for peace we have another just as busy in another room arranging every detail of this strike. Already, the ten locals which comprise the union, and their numerous branches, have been fully instructed as to their course of procedure in case a strike is ordered. We have only to press an electric button and the strike is on.

MAYOR MITCHEL TAKES A HAND

At the request of both parties Mayor Mitchel appointed the following well-known citizens as members of the Council of Conciliation to give hearing to both sides and try to bring about a peaceful understanding:

Dr. Felix Adler, leader of the Society for Ethical Culture and Chairman of the National Society for the Prevention of Child Labor; Louis D. Brandeis, the Chairman of the now defunct Board of Arbitration; City Chamberlain Henry Bruerue; Dr. George W. Kirchway of Columbia Law School; ex-Judge Walter C. Noyes of the United States Circuit Court of Appeals, and Charles I. Bernholmer, President of the Chamber of Commerce.

In announcing the appointments the Mayor made this statement:

"Having conferred with the representatives of the Cloak Makers' Unions and the Manufacturers' Protective Association, and for the purpose of averting a threatened strike, I have named the six members of the Council of Conciliation in the cloak industry.

"I trust these gentlemen will succeed not only in averting the threatened crisis in this important industry, but will be able to find some constructive plan for the future avoidance of such crises."

Both parties officially expressed their satisfaction with the Mayor's Council. The manufacturers, however, made certain reservations which seemed to indicate that they were not altogether satisfied. Mr. Heineinan assured a Times reporter that the Council named could come to only "one conclusion as to the causes leading up to the termination of the protocol," and he added:

"As to the making of the new agreement, these gentlemen will learn that this cannot be accomplished without taking into consideration the actual business facts of the industry and certain fundamental principles. These principles we never surrendered when we signed the protocol, and never will surrender, because they are principles that are not arbitrable."

AUGUST, 1915

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The reporter subsequently gave the following explanation as to what Mr. Heine- man had meant by the "principle* which the manufacturers would not surrender:

The manufacturers have taken a firm stand against the establishment of a minimum scale and the compulsory equal distribution of work. The unions insist on these points. The manufacturers want a long-term protocol to establish the industry on a firmer basis, while the unions will fight for a short-term agreement of one or two years, at the expiration of which they may seek new concessions from the manufacturers.

The manufacturers have yielded what was perhaps the greatest contention of the unions—the establishment of a permanent Board of Arbitration. Since the abrogation of the 1910 protocol by the manufacturers the unions have had no way to air their grievances except through a strike.

COUNCIL'S FIRST SESSION

The first session of the Council of Conciliation opened Wednesday, July 14, at 10 a.m. Dr. Felix Adler, who had been appointed Chairman, made the opening speech from which a few characteristic sentences follow:

The appointment of this committee is itself an event of some importance. Twenty years ago a mayor of New York would not have thought of appointing a committee looking to the removal of the causes of industrial friction. The fact that the Mayor has done so in this instance indicates that a new social note has been struck in our politics—a marked step in advance.

Despite the official origin of this body it has no coercive power. We are here simply to render our friendly offices looking to Industrial peace. Yet there is a certain authority, a certain pressure in this purely voluntary power, the pressure of public opinion which desires to see industrial peace.

We are not here to go into the deep fundamentals which underlie industrial life; but we are to work here in the hope that we may bring about a modus vivendi. But there should be when this council has concluded its work a commission created charged with investigating the fundamental causes which have produced these differences at the top, the differences with which this body is concerned.

Morris Hillquit, representing the Union, intimated right at the start that, "Notwithstanding the voluntary character of this council, we stand ready to abide by whatever definite conclusion it reaches, provided the employers will do the same." Mr. Julius Henry Cohen, on the other hand, was unable to say whether or not the Association would abide by the decision of the Council before consulting them.

Mr. Hillquit asked for two hours in which to present the Union's side of the disagreement, while Mr. Cohen asked for five hours in which to present the grievances of the manufacturers. Each was granted an hour and a half, with a possible extension of time. Counsel for the Union submitted a printed statement, which he had prepared in advance, giving the history of the disagreement and a statement of the requests of the Union for the workers in the various branches of trade. This very interesting statement appears on page 7.

The sessions of the Council lasted nearly two weeks. During the time a mass of evidence was taken and witnesses heard from both sides. The Council sat in executive session for several days and on July 23rd Dr. Felix Adler read the Findings, the full text of which is given on the next page.

DO YOU WEAR A PIN OR A BUTTON BEARING THE EMBLEM OF YOUR INTERNATIONAL UNION?

IF NOT—WHY NOT?

Get one from your Local Secretary and show your employer and your shopmates that you are a loyal member of your organization.
Report and Recommendations of the Council of Conciliation in the Cloak, Suit and Skirt Industry

July 23, 1915.

The Council appointed by the Mayor of the City of New York to assist the Cloak, Suit and Skirt Manufacturers' Protective Association and the International Ladies' Garment Workers' Union to reach an agreement on the matters at present in controversy between them, record on behalf of the general public, their appreciation of the peaceful and progressive relations which have existed in the Cloakmaking Industry during the past five years, a state of things due not only to the enlightened self-interest of the employers and wage earners, but also to the large social ideals which have animated both sides. If this fair prospect has for the moment been clouded, and these friendly relations have suffered a temporary interruption, it is the aim and the hope of this Council to pave the way for their resumption, not only to prevent ground previously gained from being lost, but to bring about advances in new directions.

The Council remind both sides of the very notable achievement already to their credit in the creation of the covenant known as the "Protocol." And if this instrument has been found defective in certain particulars, it should be modified, reconstructed or some more suitable agreement put in its place. In the endeavor to work out the plan of a new compact of this sort, the Council has laid down the following fundamental rule:

That the principle of industrial efficiency and that of respect for the essential human rights of the worker should always be applied jointly, priority being assigned to neither. Industrial efficiency may not be sacrificed to the interests of the workers, for how can it be to their interest to destroy the business on which they depend for a living, nor may efficiency be declared paramount to the human rights of the workers: for how in the long run can the industrial efficiency of a country be maintained if the human values of its workers are diminished or destroyed. The delicate adjustment required to reconcile the two principles named, must be made. Peace and progress depend upon complete loyalty in the effort to reconcile them.

WE, THEREFORE, FIND:

I. Under the present competitive system, the principle of industrial efficiency requires that the employer shall be free and unhampered in the performance of the administrative functions which belong to him, and this must be taken to include—

(a) That he is entirely free to select his employees at his discretion.

(b) That he is free to discharge the incompetent, the insubordinate, the inefficient, those unsuited to the shop or those unfair to their obligations.

(c) That he is free in good faith to reorganize his shop whenever, in his judgment, the conditions of business should make it necessary for him to do so.

(d) That he is free to assign work requiring a superior or special kind of skill to those employees who possess the requisite skill.

(e) That while it is the dictate of common sense, as well as common humanity, in the slack season to distribute work as far as possible equally among wage earners of the same level and character of skill, this practice cannot be held to imply the right to a permanent tenure of employment, either in a given shop or even in the industry as a whole. A clear distinction must be drawn between an ideal aim and a present right.

The constant fluctuations—the alternate expansions and contractions to which the cloakmaking industry is so peculiarly subject, and its highly competitive character, enforce this distinction. But an ideal aim is not therefore to be stigmatized as Utopian, nor does it exclude substantial approximations to it in the near future. Such approximations are within the scope of achievement, by means of earnest efforts to regularize employment and by such increase of wages as will secure an average adequate for the maintenance of a decent standard of living throughout the year.
The attempt, however, to impose the ideal of a permanent tenure of employment upon the cloak-making industry in its present transitional stage is impracticable, calculated to produce needless irritation and injurious to all concerned.

II. In accordance with the rule above laid down that the principle of efficiency and that of respect for the human rights of the workers must be held jointly and inseparably, we lay down

(a) That the workers have an inalienable right to associate and organize themselves for the purpose of maintaining the highest possible standard as to wages, hours and conditions, and of still further raising the standards already reached.

(b) That no employee shall be discharged or discriminated against on the ground that he is participating directly or indirectly in Union activities.

(c) That the employees shall be duly safeguarded against oppressive exercise by the employer of his functions in connection with discharge and in all other dealings with the workers. It is to be carefully noted that the phrase "oppressive exercise of functions" need not imply a reflection on the character and intentions of the high-minded employer.

An action may be oppressive in fact, even though inspired by the most benevolent purpose. This has been amply demonstrated by experience. No human being is wise enough to be able to trust his sole judgment to decisions that affect the welfare of others; he needs to be protected and if he is truly wise, will welcome protection against the errors to which he is liable in common with his kind, as well as against the inspirations of passion or selfishness.

For this reason, a tribunal of some kind is necessary, in case either of the parties to this covenant believes itself to be unjustly aggrieved. And because the construction of such a tribunal is a delicate and difficult task, demanding the greatest care, lest on the one hand the movements of the industry be clogged by excessive litigation, and lest on the other hand the door of redress be closed against even the most real and justified complaint, therefore

III. In accordance with these general principles, the Council propose that an agreement be entered into by the Cloak, Suit and Skirt Manufacturers' Protective Association, and the International Ladies' Garment Workers' Union and the Joint Board of Cloak & Skirt Makers' Unions, embodying these principles and providing the following:

(a) Every complaint from either organization to the other shall be in writing, and shall specify the facts which, in the opinion of the complaining organization, constitute the alleged grievance, and warrant its presentation by one organization to the other. Such complaints shall be investigated in the first instance by the representatives of the two associations, chosen for the purpose, it being impressed upon them that they use and exhaust every legitimate effort to bring about an adjustment in an impartial manner. In case, however, an adjustment by them be not reached, the matters in dispute shall be referred for final decision to a

(b) Trial Board of three, consisting of one employer, one worker and one impartial person, the latter to be selected by both organizations, to serve at joint expense and to be a standing member in all cases brought before the Board. The remaining two members shall be selected as follows:

The Association and the Union shall each make up a list of ten persons, to be approved by the other. From these two lists, as each case arises, each party shall select one person.

IV. The articles of the Protocol numbered First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth and Fifteenth* are hereby incorporated in

*The articles of the Protocol are as follows:

FIRST: Electric power be installed for the operation of machines, and that no charge for power be made against any of the employees of the manufacturers.

SECOND: No charge shall be made against any employee of the Manufacturers for material excess in the event of the negligence or wrongful act of the employee resulting in loss or injury to the employer.

THIRD: A uniform deposit system, with uniform deposit receipts shall be adopted by the Manufacturers, and the Manufacturers will adopt rules and regulations for enforcing the prompt return of all deposits to employees entitled thereto. The amount of deposit shall be One Dollar.

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

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

SIXTH: The Manufacturers will discipline any member thereof proves guilty of unjust discrimination against his employees.

SEVENTH: Employes shall not be required to work during the ten (10) legal holidays as established by the laws of the State of New York; and no employee shall be permitted to work more than six (6) days in each week, those observing Saturday
AUGUST, 1915

this agreement except as herein expressly revised and except as hereafter modified after the recommendations of the Council.

V. This Council has been requested by the Mayor to continue as a commission to investigate thoroughly the fundamental problems of regularization, standards of wages and enforcement of standards throughout the industry, of trade education, and a more thorough organization of the industry, and on the basis of such investigation it shall submit a constructive policy to both organizations.

VI. WAGES.

1. As a temporary arrangement until a matured study of the industry shall lead to a final adjustment, the standard observed for piece workers in fixing piece-work rates, shall be at the rate of 70 cents an hour for each hour of continuous work for operators and piece tailors, and 50 cents an hour for each hour of continuous work for finishers, taking the worker of average skill as the basis of computation, and making no allowance for idleness.

Piece prices shall be settled between the employer and a price committee. If the parties cannot agree, they shall call in price adjusters furnished by both sides.

Wages for week workers shall be as follows:

For Cutters $27.50
For Skirt Cutters $23.50
For Jacket Upper Pressers $25.00
Skirt Upper Pressers $23.00
Skirt Under Pressers $18.00
Jacket, Under Pressers $21.00
Sample Tailors $23.00
Skirt Basters $15.00
Part Pressers $15.00
Canvas Cutters $13.00

Skirt Finishers $11.00, provided each Department be permitted to have one learner to six finishers.

Reefers Pressers and Under Pressers to be paid as other presses providing the unions prove their contention that such wages have been paid outside of the Association houses.

Piece Prices for buttonhole makers:
Class A, $1.35 per hundred buttonholes;
Class B, 90 cents per hundred.

VII. FOR DETERMINATION BY ARBITRATION

That the following questions shall be submitted to the arbitration of this Council, their decision to be rendered within thirty days, and to be accepted as final and binding:

(a) Whether the pressers and piece workers shall during eight weeks in each season be permitted to work overtime on Saturdays until four o'clock.

(b) What legal holidays shall be observed in the Cloak, Suit and Skirt Industry, and under what conditions they shall be observed.

VIII. It is distinctly understood that there shall be no shop strike nor general strike, nor individual nor general lockout during the term of this agreement.

IX. The Union and the Association, with the assistance of the Council, will, as soon as practicable, create a Joint Board of Supervision and Enforcement of Standards throughout the industry.

X. Since the Council will continue in existence for study and constructive rec-
ommendations, it will be available whenever the parties desire to consult with it, and if either organization feels aggrieved against the other, such organization may address the Council upon the subject, and the Council will do the best it can to assist.

Finally, since peace in industry, as in families and among states, is the offspring of good-will, and since no peace can be sound or enduring that is not based on this indispensable prerequisite, it is agreed that the leaders on both sides shall exert their utmost endeavors to create a spirit of mutual good-will among the members of their respective organizations, such good-will taking the specific form of a disposition to recognize the inherent difficulties which each side has to meet—a spirit of large patience under strain, and withal, a belief in the better elements which exist in human nature, be it among employers or wage earners, and the faith that an appeal to these elements will always produce beneficent results. These recommendations, when accepted by both parties, shall constitute the agreement between them.

This agreement to enter into force on the date hereof and to continue for the period of two (2) years, and thereafter for like periods of two (2) years, unless terminated by either party on two months' notice.

Any modification of the terms of the agreement, requested by either party, shall be presented to the other at least two (2) months before the termination of any period.

FELIX ADLER, Chairman,
CHARLES L. BERNHEIMER,
LOUIS D. BRANDEIS,
HENRY BURRE,
GEORGE W. KIRCHWEY,
WALTER C. NOYES,
Council of Conciliation.

Local News and Events

By A. R.

THE CASE AGAINST OUR ARRESTED COMRADES

At the end of last month the attorneys for the defense scored a point in favor of the accused. Their request for the privilege to inspect the minutes of the Grand Jury, containing the so-called evidence against the imprisoned officers, was granted.

Until then the attorneys did not know the nature of the charges upon which these honorable and upright men are to be tried for their lives. Now that they have plunged into these "mysteries" they are more than ever convinced of their utter hollowness.

Upon the request of the District Attorney the cases were transferred from the Court of General Sessions to the Supreme Court of New York. As the Supreme Court is closed during the summer months the cases cannot come up for trial before October.

In the meantime it is satisfactory to know that, considering the doubtful nature of the evidence, the case against our comrades may utterly collapse. Our attorneys are, at all events, confident that they will be released on bail if the trial has to be postponed.

Numerous resolutions of protest continue pouring into the various offices of the Union. Our membership throughout the country feel as one man the glaring injustice of keeping high-minded people behind prison bars, and they are prepared for any sacrifice to vindicate them and let the consequences of this shameful conspiracy recoil on the heads of its originators.

THE COLLAPSE OF THE BOGUS UNION

The trade union movement has rarely witnessed such a fraudulent mixture of scabbing, spying, treachery and intrigue as a certain so-called "union" has exhibited in the past few years. Originally established by disgruntled employers and a few disgraced members it has been taken in hand and manipulated for their own private ends by individuals who wished to undermine the influence and prestige of the great Cloakmakers' Union. But with all the mischief they have succeeded in doing, in the form of throwing black suspicion on some of our best people, they have all the time beaten their heads against a solid iron wall constituting the Cloak-
makers' Union and have finally succumbed to the inevitable.

In the course of last month the members, who out of personal grudges, or other low motives had sworn allegiance to this fraud, held a meeting and decided to place the vile thing in a coffin and bury it with shame and indignity. The obsequies were performed at Henington Hall in a manner which indicated disgust and remorse and a genuine desire to wipe out the past by thorough reform.

At this meeting one by one in utter contrition of heart and self-accusation got up and related a tale of evil deeds of strike-breaking and treachery that filled the few honest dupes present with sickening amazement.

"A limit to endurance has been reached," said one of the active spirits. "Our conscience is condemning us. We suffer pangs at the thought of having been made the cat's paw of a vile plot to railroad innocent men to jail, and we have determined to call a halt."

These men decided to return to the fold of the Cloakmakers' Union in a body, and, of course, they will be treated as the one traditional stray lamb that rejoins the "ninety and nine." How much longer will the scab-protecting agency that deceived the public by styling itself "union," be allowed to continue its deception?

LOCAL No. 3 CREATES THE FIRST PENSIONER

The Piece Tailors and Samplers' Union, Local No. 3, has just set a precedent which cannot fail to benefit both the local and the members. This consists of a sort of superannuation, releasing members of a certain age limit from the payment of dues. It is a precedent because for the present it involves no extra payment of dues and no separate fund. If the precedent is followed by other locals a distinct provision for members beyond a certain age may grow out of it.

Local No. 3 is only one year old. Until last year its members formed part of the Cloak and Suit Tailors' Union, Local No. 8. Then a separate charter was granted the piece tailors by the International.

The new local set to work with energy, and in spite of hard times nearly 2,000 additional members have been enrolled during the year. The knowledge of this numerical progress is highly satisfactory.

At the beginning of last month Local No. 3 completed a year of its existence and marked the occasion by creating the first pensioner.

This is a member named Hyman Dandes who is seventy-two years old. A cloak tailor attaining to that age deserves to be thus singled out for favor. He was officially released from paying any more dues, but as he is in possession of vigorous vitality and still does good tailoring in the shop he insists on paying every assessment levied on the membership. The incident is of interest in so far as gradually a superannuation fund and possibly a fund to pay the dues of unemployed members may come into existence as a result.

A FAVORABLE DECISION IN PHILADELPHIA

A question of discharge and a shop strike resulting therefrom occurred last month in the shop of Wollin and Small, and was handled by Director Porter of the Department of Public Safety, who is the chief adjuster of disputes under the collective agreement with the Women's Wear Association. The opinion of Director Porter, cited below, is interesting as showing to what extent some employers will go in discrimination against employees incurring their displeasure.

The story in the official report is to the effect that Lomazoff, a member of the price committee, having noticed that the employer was taking steps to exclude him from the committee at price-bargaining, cautioned the members of the committee not to act without him, and for that he was discharged. After a process of negotiation the clerk of the Association finally admitted that Lomazoff had been unjustly discharged; yet the employer refused to reinstate him. This left the Union no alternative but to call a strike in the shop.

The employers brought a charge against the Union that the strike was illegal and finally the matter was submitted to Director Porter who handed down the following decision:

Mr. Samuel H. Schaeffer, Adjuster, Women's Wear Manufacturers' Association.
Mr. Max Amdur, Chief Clerk Joint Board of the Cloak and Skirt Makers' Unions.

Gentlemen: I have given careful consideration to the testimony presented and arguments made in the case of the dis-
THK tares' GARMENT WORKER

charge of Harry Lomaxoff from the firm of Wolln & Small. Notwithstanding the conflicting stories told, I am of the opinion that the facts themselves justify the decision which I am about to make. The facts, as nearly as I have been able to ascertain them, are as follows:

1. Mr. Lomaxoff was employed in the factory of Wolln & Small, where he has been working off and on for more than a year.
2. During that time very little trouble was had between the proprietors and Mr. Lomaxoff. The one instance cited where Lomaxoff is said to have threatened someone, was not known to the proprietor, according to the person so threatened. Therefore the only evidence presented to show that there had been disagreements between the employers and Mr. Lomaxoff was to the effect that the latter had on several occasions attempted to "butt in." To prove that the man was not of quarrelsome disposition, it was brought out that he had worked at another place for five years without any trouble arising.
3. From the evidence before me, I gather that Lomaxoff became distasteful to his employers, only after he had become a representative of the Union, and it was because of such representation that he became involved in the trouble which subsequently followed.
4. The question then resolves itself to the point where the discharged person assumed certain responsibilities with the Union which made him come in contact with the employers in a more or less official way.
5. As to whether or not he was elected the second or third member of the price committee for that particular shop makes little or no difference, but the evidence is such that I am satisfied he was a member in any shop or being a shop representative. At the time the price committee was called in to settle upon the prices Mr. Lomaxoff should have been included in the group even were the proprietors of the opinion that he was not a member of the price committee. The only persons who could positively know who were elected to the price committee are those who participated in the meeting of the Union when the committee was elected. The fact that Mr. Lomaxoff was shop representative, however, should have carried sufficient weight with them to at least have listened to his plea and thus avoided trouble.
6. No question was raised or evidence produced to show that at the time of discharge Lomaxoff had acted in an offensive or officious manner. The man should certainly have been discharged for something more than asking to be represented on the price committee, which was his bounden duty to perform.
7. There is no doubt to my mind that Lomaxoff was discharged in the full performance of a duty placed upon him by the union employees of his shop. And it is hardly fair to make this one suffer the penalty for following out the wishes of the men he was chosen to represent, and in accordance with the agreement between the parties.

I therefore recommend that Messrs. Wolln & Small reinstate Mr. Lomaxoff, and in doing so I suggest to the Union that in order to insure harmony and peace in the factory of these gentlemen in the future, that Mr. Lomaxoff relinquish either the position of shop chairman or as a member of the price committee in the discretion of the Union.

I have tried to be fair to all concerned, and I would like to be allowed to say that it would be of great assistance not only to me but to both employer and employee, if all matters of this character were taken up in a broad-minded spirit at their inception, and I feel confident that they would be settled long before they could reach me.

NEWS FROM HERE AND THERE

by M. H. DANISH

Vice-President Koldofsky writes from Toronto:

"Not long ago we have had a dispute in the factory of the R. Simpson Co., where, in spite of very bad prices and working conditions, our people had worked right along patiently biding the time when they may present demands for a living wage and human treatment. When, however, the manager of the shop has engaged for work a ex-striketaker, who has done dirty work during the strike of the Dominion Cloak Co., the cup of the workers' patience appeared to have been filled up to the brim. They all left their work, vowing that they won't go back until the scab is sent down. The strike lasted but a half an hour, as the undesirable newcomer was dismissed.

"We expect a big, strong season. There are signs of it in abundance; the salespeople of the local firms are reported to have come back from the road with large orders; besides, we have hardly made any cloaks in Canada during the last year. Of course, bad industrial conditions have kept away a great many women from the cloak stores during last winter, but it is quite certain that since very few women wear their cloaks longer than two seasons, it stands to reason that the stores will do a great deal of business during the coming fall.

"Our cloakmakers, even though they have had a lot of local troubles to con-
lead with, have not for an instant forgotten the malignant ‘frame up’ concocted against some of their brothers and leaders in New York, and they have been watching very attentively the trend of events in their mother union in that city. There is not very much work in the local shops yet, so the payments for the legal defense fund, will surely be made as soon as work is resumed in full in the factories. In the early part of July we have called here a conference of all the trade unions and, radical organizations to aid the defense of our New York comrades, those who are still incarcerated in the Tombs and those who are now out on bail. Their only ‘guilt’ consists in the fact that they have given up their best years, energies and abilities for the improvement of the conditions of their fellow workers and the liberation of their class.

"The conference has agreed on a plan of practical work for the creation of a big defense fund; they are going to have a big mass meeting in the near future with speakers from New York, also frequent open air meetings all over the city for the purpose of creating a strong public sentiment for our suffering New York brothers.”

WHY THE CLEVELAND UNION IS GROWING

Some people have regarded it as quite a wonder that in Cleveland, the city of “benevolent” cloak manufacturers, sanitary shops, and even occasional “bonuses” for the good, obedient “hands,” the Union should be able to record such a steady, healthy growth in spite of the many obstacles, open and hidden that are placed in the way of our active workers.

The Cleveland Citizen reports of the following shop meetings held recently at which demands were prepared to be submitted to the employers:

“Schwarz-Huebschman — Abolition of contract system, minimum wage scale for week workers, price committee to arrange rates for piece workers.

“Prince-Wolfe — Demand that work should be equally divided among all employees, instead of leaving some idle to suffer.

“Korsch’s—One system of work only to prevail and minimum scale to be enforced.

“Hungarian local held a big meeting and elected new officers. All other locals are progressing satisfactorily, while the membership is growing steadily.

THE LABEL AGITATION IN ST. LOUIS

Not very long ago we received information that some of the local firms that have been instrumental in compelling the Union to give up the strike in 1913, have failed in business, as they were not able to “come back” after the fight. Just now the secretary of Local No. 78 informs us that two local manufacturers of cloaks and skirts have applied for the label, as they intend to make no other goods but with the union label henceforth, and are ready to sign a special label agreement and maintain strictly union shops. This request could be partly laid to the strong agitation which the Union has conducted during the strike among the strongly organized union towns in the Middle West and partly to the energetic label agitation that is being conducted by the St. Louis Central Trades & Labor Union at present.

The members of the local expect much good to come out from this movement, and they hope that the Union may gain from it considerably in a material and moral way.

THE SITUATION IN CINCINNATI

The movement for a collective agreement which has agitated our Cincinnati workers for quite some time and was sanctioned by the last meeting of the General Executive Board in Chicago is growing apace and gathering force from day to day.

We mentioned last month the antics of the leading cloak house in Cincinnati, the Bishop firm, who have tried by word of mouth and by actual coercion, in the way of withholding work from the employees for weeks, to wring a promise from them that they will stand by the firm through the coming season and will not obey the Union’s orders. They have failed in this quite ignominiously, and, as it was to be expected, the people are at work at present, and are just as loyal and ready to respond to any call that the Union may make upon them. And so are the workers in the other shops,—while their attention and minds are fixed upon the New York situation which is pregnant of such imminent importance to the entire trade of the country.
RAINCOAT MAKERS' UNION, LOCAL No. 28

The surprising thing about this local for the last two months has been the return of the old fighting spirit and a display of organizing activity that is arousing the hopes of everyone who has the affairs of the Union close to heart. On Thursday, June 24th, they held a mass meeting, for the double purpose of enlisting new members and of protesting against the incarceration of the eight innocent brothers of the Cloakmakers' Union. Much to their own surprise, the large Forward Hall was packed to the doors by raincoat makers. There were from eight to nine hundred men there and they listened with rapt attention to the speeches of Bro. H. Weinberg and Samuel Martin. The local has taken in a hundred new members during last month and has engaged Brother I. Altshuler as organizer. Another successful mass meeting was held in the same hall on Thursday, July 22nd, and the local is getting ready for big organizing work for next month.

EMBROIDERY WORKERS, LOCAL No. 6

The embroiderers have done some substantial organizing work during the month of July. There seems to be a new spirit and quite a vigorous one in the organization.

They moved to new headquarters, at 25 Third Avenue, elected a new set of officers, an energetic Executive Board and together with their organizer, Bro. M. Weiss, are bending every effort to gather in every man and woman of the trade into the Union. The trade has three centers in the Greater City: the Brownsville district, the lower Manhattan and the Bronx districts, and this scattered condition naturally presents difficulties in the way of organizing. During the last month a number of big shops were tackled and organized either wholly or partly, such as the Atlas Embroidery Works in Brooklyn, and the Kroll and Gramer shops in the Bronx.

WORCESTER IN LINE FOR DEFENSE

Worcester has been added to the ever-swelling number of cities who have raised their voice on behalf of our New York comrades who have been incarcerated in jail pending charges based on allegations of criminal fiends and perjurers.

A large, mass meeting in the biggest hall in the city, with Bro. H. Weinberg from New York, as main speaker, has been advertised here for Sunday afternoon, August 1st, and the Worcester workers, as well as all those that are in sympathy with the cause of Labor, are expected to turn out in full. It is being held under the auspices of the Cloakmakers' Union, Local No. 75, and a number of other local bodies have promised help and cooperation. Our Worcester local has by this time thoroughly recuperated from the strenuous strike of last winter and they are in a pretty sound state from every point of view.

The arrests in New York of some of the leaders and members of the Union has called forth a strong defense movement in Philadelphia. A conference of Unions and friendly organizations has been held on July 21st, at 505 Reed Street, at which a number of organizations were represented and many sub-committees elected to carry out some practical plans to stir up the entire public opinion in Philadelphia for our suffering New York brothers.

RESOLUTION

Whereas a number of trade union leaders have been arrested on the so-called confession of well-known criminals; and

Whereas it is known to all connected with the labor movement that these confessed gangsters were employed by the manufacturers to beat up the workers whenever they were on strike to better their condition; and

Whereas the arrests of the trade union representatives and active union workers are nothing else but a conspiracy of the master class to discredit the labor movement in the eyes of the American people; therefore, be it

Resolved, That we express our sincere sympathy and faith in our arrested brethren and pledge ourselves to support them morally and financially to enable them to prove their innocence in the eyes of the world.

Adopted at a meeting of the Ladies' Tailors and Dressmakers, Local 38.
<table>
<thead>
<tr>
<th>Local Union</th>
<th>Office Address</th>
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<tbody>
<tr>
<td>26. New York Pressers</td>
<td>228 Second Ave., New York City</td>
</tr>
<tr>
<td>28. Cleveland Cloak Pressers’ Union</td>
<td>112 Prospect Ave., Cleveland, Ohio</td>
</tr>
<tr>
<td>29. New York Tailors’ Union</td>
<td>726 Lexington Ave., New York City</td>
</tr>
<tr>
<td>30. New York Wrapper and Kimono Makers</td>
<td>79 E. 10th St., New York City</td>
</tr>
<tr>
<td>31. Cleveland Cloak and Suit Cutters’ Union</td>
<td>112 Prospect Ave., Cleveland, Ohio</td>
</tr>
<tr>
<td>32. Chicago, Ill., Cloakmakers</td>
<td>1815 W. Division St., Chicago, Ill.</td>
</tr>
<tr>
<td>33. Syracuse, N. Y., Dressmakers</td>
<td>124 Renwick Pl., Syracuse, N. Y.</td>
</tr>
<tr>
<td>34. Denver, Colo., Ladies’ Tailors</td>
<td>245 Bannock St., Denver, Colo.</td>
</tr>
<tr>
<td>35. Cincinnati Garment Cutters</td>
<td>1715 Madison Road, Cincinnati, Ohio</td>
</tr>
<tr>
<td>37. New York Children Dressmakers</td>
<td>79 E. 10th St., New York City</td>
</tr>
<tr>
<td>38. Montreal, Canada, Custom Ladies’ Tailors</td>
<td>1058 F. Berri St., Montreal, Canada</td>
</tr>
<tr>
<td>39. Los Angeles Ladies’ Garment Workers</td>
<td>369 N. Chicago St., Los Angeles, Calif.</td>
</tr>
<tr>
<td>41. Chicago Raincoat Makers</td>
<td>1145 Blue Island Ave., Chicago, Ill.</td>
</tr>
<tr>
<td>42. Boston Cloakmakers</td>
<td>31 N. Russell St., Boston, Mass.</td>
</tr>
<tr>
<td>43. New York Waist Buttonhole Makers</td>
<td>106 Forsyth St., New York City</td>
</tr>
<tr>
<td>44. Chicago Waist and White Goods Workers</td>
<td>1815 W. Division St., Chicago, Ill.</td>
</tr>
<tr>
<td>45. Montreal, Canada, Cloak and Skirt Pressers</td>
<td>37 Prince Arthur E., Montreal, Canada</td>
</tr>
<tr>
<td>46. New York White Goods Workers</td>
<td>35 E. Second St., New York City</td>
</tr>
<tr>
<td>47. Cincinnati Cloakmakers</td>
<td>122 W. 5th St., Cincinnati, Ohio</td>
</tr>
<tr>
<td>48. New York Buttonhole Makers</td>
<td>57 W. 21st St., New York City</td>
</tr>
<tr>
<td>49. Brooklyn Ladies’ Tailors</td>
<td>46 Graham Ave., Brooklyn, N. Y.</td>
</tr>
<tr>
<td>50. New York Bonnaz Embroiderers</td>
<td>75 3rd Ave., New York City</td>
</tr>
<tr>
<td>51. Toledo Cloakmakers</td>
<td>2224 Beacon St., Toledo, Ohio</td>
</tr>
<tr>
<td>53. Toronto Skirt and Dressmakers</td>
<td>428 Sackville St., Toronto, Canada</td>
</tr>
<tr>
<td>54. Chicago Ladies’ Tailors</td>
<td>1447 S. Spaulding Ave., Chicago, Ill.</td>
</tr>
<tr>
<td>55. Boston Amalgamated Cutters</td>
<td>8 Loving St., Boston, Mass.</td>
</tr>
<tr>
<td>57. Toledo Cloak and Suit Cutters</td>
<td>618 Main St., Toledo, Ohio</td>
</tr>
<tr>
<td>58. Sk Looms Cloak Operators</td>
<td>Fraternal Bldg., 11th and Franklin Ave.</td>
</tr>
<tr>
<td>59. Bridgeport Ladies’ Tailors</td>
<td>67 Olive St., Bridgeport, Conn.</td>
</tr>
<tr>
<td>60. Chicago Cloak and Suit Cutters</td>
<td>11531 W. 14th St., Chicago, Ill.</td>
</tr>
<tr>
<td>62. Toronto, Canada, Cutters</td>
<td>101 Dunlas St., Toronto, Canada</td>
</tr>
<tr>
<td>63. Cincinnati Skirtmakers</td>
<td>2557 W. 6th St., Cincinnati, Ohio</td>
</tr>
<tr>
<td>64. Buffalo Garment Workers</td>
<td>73 William St., Buffalo, N. Y.</td>
</tr>
<tr>
<td>65. Toronto, Canada, Cloak Pressers</td>
<td>71 Nelson St., Toronto, Canada</td>
</tr>
<tr>
<td>66. Cincinnati Skirt Pressers</td>
<td>417 David St., Cincinnati, Ohio</td>
</tr>
<tr>
<td>67. Pittsburgh Ladies’ Tailors</td>
<td>311 Amity St., Homestead, Pa.</td>
</tr>
<tr>
<td>68. Providence Ladies’ Tailors</td>
<td>473 N. Main St., Providence, R. I.</td>
</tr>
<tr>
<td>69. Richmond Ladies’ Tailors</td>
<td>411 N. Smith St., Richmond, Va.</td>
</tr>
<tr>
<td>70. Montreal, Canada, Raincoat Makers</td>
<td>20 St. Cecile St., Montreal, Canada</td>
</tr>
<tr>
<td>71. St. Louis Ladies’ Tailors</td>
<td>Fraternal Bldg., 11th and Franklin Ave.</td>
</tr>
<tr>
<td>72. Stockton, Cal., Ladies’ Tailors</td>
<td>507 E. Miner Ave., Stockton, Cal.</td>
</tr>
<tr>
<td>73. Ladies’ Neckwear Cutters</td>
<td>850 Park Ave., Brooklyn, N. Y.</td>
</tr>
<tr>
<td>74. Fall River Ladies’ Garment Workers</td>
<td>160 State St., Fall River, Mass.</td>
</tr>
<tr>
<td>75. Omaha, Neb., Ladies’ Tailors</td>
<td>2002 N. 15th St., Omaha, Neb.</td>
</tr>
<tr>
<td>76. Cleveland Raincoat Makers</td>
<td>2611 Burwell Ave., Cleveland, Ohio</td>
</tr>
<tr>
<td>77. Montreal, Canada, Ladies’ Waist Makers</td>
<td>147 Colonial Ave., Montreal, Canada</td>
</tr>
<tr>
<td>78. Newark Waist and White Goods Workers</td>
<td>138 Market St., Newark, N. J.</td>
</tr>
<tr>
<td>79. Raincoat Makers of St. Louis</td>
<td>Fraternal Bldg., St. Louis, Mo.</td>
</tr>
</tbody>
</table>
1915

לא ניתן לקרוא את התוכן המוצג בתמונה.
ע"פור פָּרַשָּׁה נַחֲלָה מֵאָרָכְלָה

א"נ אֶל יִזְכֹּא לָּפֶּסֶתָה נָחֲלָה, פָּרַשָּׁה נַחֲלָה. וְאֵת הָעַל יִזְכֹּא לָּפֶּסֶתָה נָחֲלָה נָחֲלָה, פָּרַשָּׁה נַחֲלָה גָּלָא, שָׁמְשָׁה בְּגָלָא.

ע"פור פָּרַשָּׁה נַחֲלָה מֵאָרָכְלָה, פָּרַשָּׁה נַחֲלָה. וְאֵת הָעַל יִזְכֹּא לָּפֶּסֶתָה נָחֲלָה נָחֲלָה, פָּרַשָּׁה נַחֲלָה גָּלָא, שָׁמְשָׁה בְּגָלָא.

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יחרבתו, 1915

(1) בטרם יإبر יציאת יומן זה, ברברך העברות, אומת על עזרא。

(2) ברברך מעברות, אומת על עזרא. בהיות איים לשון רע, ברברך העברות, אומת על עזרא.

(3) ברברך מעברות, אומת על עזרא. בהיות איים לשון רע, ברברך העברות, אומת על עזרא.
ידי קלאפוקיינייסקסקטיפואהיזוק

יתمؤتمر

שמואל דרוי

ידי קלאפוקיינייסקסקטיפואהיזוק

יתمؤتمر

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ידי קלאפוקיינייסקסקטיפואהיזוק

ית novitàך

שמואל דרוי

ידי קלאפוקיינייסקסקטיפואהיזוק

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ית novitàך

שמואל דרוי

ידי קלאפוקיינייסקסקטיפואהיזוק

ית novitàך

שמואל דרוי
עקרון ספק נפרסות אוריינטלי

1. פיווח הח練 Петр
2. פיווח ההבהבי
3. פיווח השרוד
4. פיווח הנקה
5. פיווח הסדר
6. פיווח הגלות
7. פיווח החלב
8. פיווח החרדה
9. פיווח הכלוד
10. פיווח הלאה
11. פיווח ההפרדה
12. פיווח הנזק
13. פיווח הכניעה
14. פיווח הניצחון
15. פיווח החזקה
16. פיווח השרת
17. פיווח היסודות
18. פיווח ההליך
19. פיווח התריס
20. פיווח המ狒

עקרון ספק נפרסות אוריינטלי

1. פיווח הח런
2. פיווח היפופוטם
3. פיווח תינוק
4. פיווח צ października
5. פיווח חלול
6. פיווח נזק
7. פיווח כלוב
8. פיווח שליטה
9. פיווח שלחת
10. פיווח נפילת
11. פיווח משחק
12. פיווח חדש
13. פיווח הפסד
14. פיווח קבל
15. פיווח הפקת
16. פיווח ספק
17. פיווח מתן
18. פיווח ביצוע
19. פיווח טורפ
20. פיווח תיבת

עקרון ספק נפרסות אוריינטלי

1. פיווח החנן
2. פיווח תינוק
3. פיווח חלול
4. פיווח נזק
5. פיווח כלוב
6. פיווח שליטה
7. פיווח שלחת
8. פיווח נפילת
9. פיווח משחק
10. פיווח חדש
11. פיווח פיט
12. פיווח חתימה
13. פיווח חזרה
14. פיווח ניסיון
15. פיווח השפל
16. פיווח הפסד
17. פיווח קבל
18. פיווח פקדה
19. פיווח היוון
20. פיווח תיבת

עקרון ספק נפרסות אוריינטלי

1. פיווח החנן
2. פיווח תינוק
3. פיווח חלול
4. פיווח נזק
5. פיווח כלוב
6. פיווח שליטה
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11. פיווח פית
12. פיווח חתימה
13. פיווח חזרה
14. פיווח ניסיון
15. פיווח השפל
16. פיווח הפסד
17. פיווח קבל
18. פיווח פקדה
19. פיווח היוון
20. פיווח תיבת
מענה מתכון סנונית לאברד

אוחזת העצה בענן על הגבעה
מענה מתכון סנונית לאברד

אין מידע מתוכן在这个页面。
מצורף 1915, בד"כ מבריק והתประสงכים ארגון להנהגת מ emailing:

א. כדי לבריק ולהנהיג את הניסיון.
ב. כדי לבריק ולהנהיג את הניסיון.

(כותרת על המחבר)
אין טקסט מכיל ערכים בשפה הגרמנית בדף זה.
שעון 6

לא ניתן לקרוא את הכתובת בפ切れיה 같ו.}

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<thead>
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<td>13.00</td>
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</tr>
</tbody>
</table>
לא ניתן לקרוא את התוכן המוצג בעין התמונה לא מספק מידע על התוכן המוצג בעין התמונה.
אנושות杠杆 הנסתר בתרבות
על ליידי סופרנטוןแวร myfile

לעט — לייוטו בניא גאולה סופרנטון! ק

Suddenly you've got your hands on the whole universe. We've got good news for you, my friend.}

or, top-secret, top-secret, top-secret!}

and the whole universe is yours, my friend.
הוורדה והcplusplusוונית Sağי ומתוק.

ество ובו מושגינו עתיר לו, ובו קיים איד הלוך ושוב.

למען ובעזרת האלוהים "החכמים" זה נבנש, זה נברא ויודע שימצאי והכילה בנו

אם יימצא אותו שלם לו, לא ימצא האלを使った בנו

אותו ביהנו ולא ימצא בנו

זאת اللغة והcplusplusוונית Sağי ומתוק.
מאי אכיבא® ע"ץ קספמטס נקבת
(אוסיפ תעביה ויבטיה ר"פ)
יז ליבעל אופטאים ואינטלקטואלים.

דִ' צֶּה לַגֵּן הַבּוֹקֶשׁ מִכָּךְ בּוֹכַּנְשׁ אֲבֻלְוָה לְךֶם, הִנֵּה הָאָדָם בֵּין הָאָדָם, הִנֵּה חֲזָר הנְעָלָה בֵּין הֶנָּנָה, הִנֵּה הַחִלֵּית הַיַּעֲשֶׂה בֵּין הַצָּלֵב, הִנֵּה הַשָּׁלְגִּית הַבּוֹקֶשׁ בֵּין הַבּוֹקֶשׁ, הִנֵּה הַבּוֹקֶשׁ הַבּוֹקֶשׁ בֵּין הַבּוֹקֶשׁ.

יז ליבעל אופטאים ואינטלקטואלים.

גִ' אַנֵבֶּלֶטֶר נַבְּגְדֶנָה שְׁמוֹנָה, אי טוּפָּנָה.
לא יעיינו בحركات נפשיות של מתן תקן.

וכם יראים, יראים, יראים את חכמה。

וכל יראה, יראה, יראה את חכמה.

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Ֆրիդա Մասթեն ուղղակիություն.

"Ուրջ էր տնային աշխարհամերձը, ուղի էր տեսնում, որ չեմ գիտելու մի ճանաչում՝

ուռջը էր բնակել երկրվոր որոշ տեսնելու համար, իսկից ընդունվելու համար հետազոտության համար.

հետազոտություն, թե ինչ էր կարողանալ, եթե կարողից ոչ կարողանալ, և որ կարողում էր պատկանալ

հարաբերությունների հետ,

իսկ ինչ էր կարողանալ, եթե ոչ կարողանալ, և որ կարողանգ էր պատկանալ

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אני לא יכול לקרוא את התוכן המוצג בכתיבת ההגה זו.
דר ליידי בברעות והקרקוע

פּסָח יִתְנֶה אֶנָּר עָרוֹת אֵאָבּוּדֶסֶתֶו וְיִדֶּעַ וְּלַיְבָּקֶנֶהוּ דָּרָתַלְנִי אֵאָבּוּדֶסֶתֶו וְיִדֶּעַ וְּלַיְבָּקֶנֶהוּ

עָרוֹת אֵאָבּוּדֶסֶתֶו וְיִדֶּעַ וְּלַיְבָּקֶנֶהוּ. דְּרָתַלְנִי אֵאָבּוּדֶסֶתֶו וְיִדֶּעַ וְּלַיְבָּקֶנֶהוּ.