The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES

REPORT

OF THE

BOARD OF CONCILIATION AND ARBITRATION

TOGETHER WITH THE

DECISIONS RENDERED BY THE BOARD

FOR THE

YEAR ENDING NOVEMBER 30, 1935

OFFICIALS

Commissioner
DE WITT C. DE WOLFE

Assistant Commissioner
MARY E. MEEHAN

Associate Commissioners
(CONSTITUTING THE BOARD OF CONCILIATION AND ARBITRATION AND THE DIVISION OF MINIMUM WAGE)

EDWARD FISHER
RAYMOND V. McNAMARA
JOHN L. CAMPOS

Office
ROOM 472, STATE HOUSE

[illegible] by the Commission on Administration and Finance
[illegible]

REPORT OF THE BOARD OF CONCILIATON AND ARBITRATION

EDWARD FISHER, *Chairman;* RAYMOND V. MCNAMARA, JOHN L. CAMPOS

On December 1, 1934, one joint application for arbitration was pending. During the year 88 joint applications were filed, making a total of 89. Of these, 19 were abandoned, withdrawn or settled; decisions were rendered in 68 cases, also one supplemental decision; two cases are now pending. One petition for a certificate of normality was filed, a continued hearing on which is pending awaiting notice from the parties.

CONCILIATION

The activities of the Board have necessitated trips to various sections of the state in contacting many and varied lines of industry involved in labor strife. As in the recent past, industrial conflicts in the textile industry have assumed the more numerous and serious proportions; such controversies in some instances involving not only a large number of employees but also, unless soon adjusted, the probable temporary and even permanent closing of a mill; thus presenting, in the event of a permanent closing, a situation tragic to the community. The results of the efforts of the Board have been gratifying, and while immediate success in securing an adjustment of the controversies has not always followed, yet in such instances the foundation was laid whereby the parties themselves, or through the advice and assistance of the local authorities, reached an agreement. An outstanding example of the latter being the strike of the operatives in the Webster Mills of the American Woolen Company at Webster, later outlined in this report.

The Board has continued with its policy of emphasizing, in its contacts with representatives of employers and of employees, the desirability of having an opportunity to confer with the parties to a labor controversy before any cessation of work takes place, with the result that in many instances of actual or threatened industrial strife conferences have been so arranged and a serious controversy, with the accompanying loss to the employer and the employees as well, has been averted. In some instances the information has been forthcoming from the employer, in others from the employees; and in still others has been secured by the Board itself. The present year has afforded examples of the success of this policy, one of which was the case of the Hub Hosiery Company of Lowell, employing between four and five hundred operatives, where as a result of information brought to the attention of the Board by a representative of the employees, a conference was arranged with representatives of the company and of the union employees, the issue was discussed, suggestions were made by the Board and conferences of the parties followed, whereby a settlement was reached without any cessation of work and harmonious relations were resumed.

TANNING INDUSTRY

For the last two years the Board has been concerned with the operation of the agreement entered into between the manufacturers in the tanning industry, especially in Peabody and vicinity, and their employees, members of the National Leather Workers' Association; this agreement having resulted from the serious strike in 1933, and being renewed in 1934 through the good offices of the Board, under the terms of which the Board was designated as an agency of arbitration and also for enforcing other important provisions relative to employment. While differences have arisen taxing the patience and somewhat exhausting the resources of both employer and employees, in a marked degree caused by lack of employment, yet as a whole the agreement has worked successfully although accompanied with some labor controversies, the most serious of which occurred in the tannery of Beggs & Cobb., Inc., at Winchester, involving a strike of between three and four hundred employees on Monday, July 29. Grievances pending for some time had been discussed with representatives of the company, but the employees contended that no relief was forthcoming, and while the terms of the agreement between the company and union employees provided a means of

adjustment without cessation of work, nevertheless the strike followed. The Board upon learning of the strike immediately conferred with the officials of the company and of the union, resulting in a conference being held on Thursday, August 1, at which the grievances were presented and discussed; an adjustment of two grievances was promised. The matter of having the employees care for the hides in process of tanning so as to prevent loss was discussed at this time, and also later, but the representatives of the employees declined to consider the same. By reason of the fact that two of the officials were away, the conference was adjourned until Monday, August 5, awaiting their return. The hides in process of tanning were, however, cared for by the company, and while some violence ensued during this controversy no damage was done to the factory. The conference was resumed on Monday, after arrangements had been made for a group of the striking employees to work on the hides while the conference was in session. This conference was held in the Town Hall, Winchester; lasting all day with an intermission late in the afternoon, and being again resumed in the evening. The numerous grievances were gone over in detail; while some difficult problems were presented and some tense moments spent in discussion, finally some of the differences were agreed to and suggestions and recommendations as to others were made by the Board, which the officials of the company agreed to accept and the conference adjourned, the committee of the employees to attend a meeting of the members. At this meeting the results of the conference were presented and accepted; the controversy was settled and employment resumed.

Shoe Industry

The demoralized condition of this very important industry has seriously concerned the Board, and the Department as well, and while an investigation was made during the year by the Federal authorities upon the urgent request of some of the employers and union employees, and also by a committee appointed by the Governor, no remedial suggestion or recommendation was forthcoming or resulted therefrom.

It is apparent that at least four primary and fundamental bases of relationship between employer and employees must be adopted and prevail if the commonwealth is to retain its prestige in this industry and the employees enjoy employment, especially in the highly-organized shoe-manufacturing centers.

First. The employer and employees—with special reference to the latter—must appreciate and recognize that "co-operation and not conflict" must be the basis of their industrial relationship.

Second. That where contractual relationship exists through agreements between employer and employees, such agreements must in turn be based upon a full, fair and just recognition of the respective rights and obligations of each. The employees to be protected in having reasonable hours of labor, fair wage rates and just working conditions; the employer in turn to have the right and privilege of conducting his business free from undue restrictions or interference. The line of demarcation can reasonably and justly be established if and when the employees, and the employer as well, have the willingness and desire to do so and recognize their respective rights and obligations and abide thereby.

Third. A fair and reasonable basis should be established for giving consideration to and adjusting such differences as arise, submitting to such agency of arbitration as they may agree upon those which they are unable to settle.

Fourth. The atmosphere and conduct of "Rule or ruin," which altogether too prominently prevails in this industry, even where written agreements exist, must give way to a determination on the part of both—and here again with special reference to the employees—to abide by the letter and spirit of their agreement; and where no such agreement exists, to maintain an attitude controlled by reason and fair play and thereby avoid the destructive consequences resulting from strikes, lockouts and the comparatively recent and contemptible "holiday," or remaining at the bench unemployed.

The commonwealth through its law and agencies affords ample opportunity for establishing and continuing the relationship of employer and employee upon

this basis; the results of failure to utilize which are altogether too apparent. In one center at least the employer and employees are apparently awakening to the necessity of adopting the above principles.

Textile Industry

The labor controversies in the textile industry resulting in cessation of work assumed serious proportions, as hereinbefore referred to, in many communities, among which were Fall River, Lowell, Salem, Uxbridge and Webster. All of these controversies, however, were settled before the close of the year. The serious strike in Salem and Peabody of employees of the Naumkeag Steam Cotton Company was finally adjusted through the good offices of the agent of the Board, Fred M. Knight, after an investigation of comparative and competitive conditions in this industry, involving both wage rates and working conditions.

Webster Mill, Webster. The strike in the Webster Mill had its inception on Tuesday afternoon, August 13, at which time the carders quit work, followed on Wednesday by some employees in other departments, resulting in the mill's practically closing on that date. The mill, at that time operating on two shifts, employed about one thousand operatives, a substantial number of whom were members of the United Textile Workers of America. At the time this controversy arose Mr. Lane, the superintendent, was in New York on business in connection with the mill. The Board visited Webster on Monday afternoon, August 19, and met with a citizens' committee, including two members of the board of selectmen and the president and two other members of Local No. 2270 of the United Textile Workers of America. After a discussion of the issues and upon the urgent recommendation of the Board, arrangements were made whereby the Board met in the evening the committee of employees, twenty in number, and Mr. Carlin, an organizer of the union. The list of grievances was gone over and the complaints discussed; the conference adjourned until the following afternoon, when the Board expected that officials of the company would be in attendance. On Tuesday afternoon the Board first met Andrew B. Walls, Jr., of New York, in charge of the district in which this mill is located, and Mr. Lane, the superintendent of the mill. Through some misunderstanding neither Mr. Walls nor Mr. Lane expected the joint conference to be held at this time, and Mr. Walls had other engagements in the afternoon. Nevertheless they consented to attend. At this conference the employees were represented by the same committee; soon after the conference opened Horace A. Riviere, fourth vice-president of the national organization, entered. The company was represented by Mr. Walls and Mr. Lane. Carl E. L. Gill, mediator for the Textile Labor Relations Board, soon after the opening joined the conference. After a general discussion the specific grievances were taken up, one at a time. As considerations of these items had not been concluded when Mr. Walls had to leave, the discussion was resumed and continued into the evening; the conference was then adjourned until the following day. On Wednesday at eleven o'clock in the morning the conference was resumed, the Board having previously conferred with Mr. Walls and been informed that he would have to leave early. At this conference while a tentative understanding was reached upon many matters in dispute, as to others Mr. Walls, after explaining the general conditions and the attitude of the officials of the American Woolen Company, stated definitely that these demands and requests could not be granted. The conference continued after Mr. Walls' departure and late in the afternoon the Board in conjunction with Mr. Gill drew up an outline of the results of the conference. On discussing this outline with the committee of employees and Mr. Lane, it appeared that while most of the matters were agreed upon by the parties there were still a few in dispute. As a result, it was understood that the Board and Mr. Gill should prepare a final draft of these issues and the chairman would be prepared to go to Webster the next evening and present it to the committee of employees, and it was to be taken up with the representative of the company also.

The following day the chairman endeavored to arrange a meeting with Mr. Walls, who was in Boston, but was unable to do so; but he was informed by Mr.

Lane that certain of the issues the company would not agree to. As a result the chairman visited Webster in the evening and met with a committee of the employees and presented to them a draft of the outline as made by the Board and Mr. Gill, also a draft eliminating those items not acceptable to the company. The latter, however, was not acceptable to the committee of the employees. As a result, a conference was held at the office of the Board at the State House with Mr. Gill on Monday, and recommendations, twenty-four in number, offering a reasonable basis of adjusting this controversy, were prepared and sent to the representatives of the employees and to Mr. Walls, representing the company. Later in the week the chairman received a telephone communication from Mr. Walls, stating that these recommendations were not acceptable. The meeting of the employees was not held until the following week, at which time the Board was informed that the recommendations had been accepted although, as far as the Board had any information, they were unaware of the action of the company thereon.

After receiving the notification from the employees of acceptance of the recommendations, the Board through its chairman endeavored, both by telephone and letter, to arrange a conference with Mr. Walls but without success. In the meantime members of the board of selectmen of Webster conferred with the Board in regard to the matter, and later with the officials of the company and representatives of the employees, both union and non-union. As a result of their efforts, to the credit of the board and especially the activities of its chairman, an adjustment was later reached and the mill resumed operation, after being closed for several weeks.

Publishing Industry

Springfield Newspapers, Springfield. On May 15 a labor controversy arose, resulting in the cessation of work of 187 members of Local No. 216 of the International Typographical Union, employed by the Republican Publishing Company and Springfield Union Publishing Company; the controversy arising by reason of the discharge by Sherman H. Bowles, representing the publishers, of Kenneth I. Taylor, president of the local. The Board, on ascertaining that the parties were unable to adjust their differences, visited Springfield on May 21, conferring first with a committee of the employees and later with Mr. Bowles, and the issues were outlined and discussed. In the evening a joint conference was held with this committee and Frank E. Phillips representing Mr. Bowles, who although requested failed to be present. It appeared that Mr. Taylor's discharge followed his refusal to accept a position involving supervision and authority over his fellow employees, and upon Mr. Bowles' declining to reinstate him the cessation of work ensued, and picketing followed. The employees contending that they were all discharged or locked-out, and the publishers that these employees precipitated a strike. It further appeared that Mr. Phillips, representing Mr. Bowles, in conference with representatives of the employees the following day offered to accept back all the employees except Mr. Taylor and arbitrate the issue of his discharge. This did not prove acceptable to the employees and the controversy continued. The employees, however, contended that the issue offered to be arbitrated was not merely the question of Mr. Taylor's discharge but also involved the determination of other rights under their employment.

The Board, after conferring with the parties late into the night, prepared the following recommendations and, after discussing the same with representatives of the parties, submitted them for acceptance:

> The Board of Conciliation and Arbitration, in order to adjust the labor controversy existing between the Springfield Newspapers and its employees, members of Local No. 216, Typographical Union, after conferring with the representatives of the parties involved, and following a joint conference with such representatives this evening, submits the following as a basis of adjusting this controversy without creating any precedent for the future.
>
> That the employees as business warrants return to their respective

occupations as employed previous to the cessation of work and that any differences which may immediately arise which the parties are unable to adjust by reason of such re-employment be submitted to the arbitration board which recently made its award relative to wage rates, hours and duration of the award; the decision of this board to be final and binding.

These were accepted by the employees on the following day. On May 23 the Board was in receipt of the following telegram from Mr. Phillips, seeking on behalf of Mr. Bowles an interpretation of the recommendations:

"Referring to Springfield typographical-union strike, the Newspapers request me to advise you that they greatly appreciate your efforts at conciliation and think your recommendation a most helpful step. However, it seems to the Newspapers rather indefinite and subject to various interpretations which might lead to misunderstandings. They wish clarification of some matters before making a final answer. Is it understood by the typographical union that any discharged employee remains in that status until reinstated by the Newspaper management or by arbitration? That is the Newspapers' understanding of the wording of your recommendation. If less men are to be taken back than struck because of lessened business due to union threats to boycott merchants who advertise, how are these men to be selected? Are they to be selected by your Board, by the Newspaper management, by priority, or by the typographical union? It is the Newspapers' understanding of your recommendation that their management is to select from the union membership the men who are to return to work and that union priority cannot be followed because of the lesser number of men returning to work and the fact that all men are not competent to move from one composing-room department to another.

What would your Board recommend or arrange in regard to reimbursement of the employees injured by the strikers, for medical care and damage to the person and for damage to the property of the Newspapers caused by the strikers? The management believes that your Board can use its conciliatory offices in this matter as strikes do not end peacefully with court actions pending.

In keeping with my understanding of the course your Board follows, that announcements of recommendations and decisions affecting acceptance thereof be issued by your Board, I am advising newspaper reporters that any statement to be made should be sought from you."

As a result the Board again visited Springfield on the following day, holding a joint conference with Mr. Phillips and the committee of the employees, at which time after some discussion the Board issued the following interpretation in answer to the telegram:

The recommendation of the Board, after an extended discussion with the representatives of the parties, was based upon the facts that all the employees should be returned to work, regardless of whether they were, as alleged, discharged or for any reason quit work. The Board and the representatives of the parties, including the representatives of the typographical union, so understood the recommendations at the time they were made.

As to priority, the recommendation of the Board, in accordance with its established policy, was based upon the custom or policy which had heretofore prevailed; as, for instance, in the case of employees being temporarily laid off by reason of the depression in business or other cause which occasioned a reduction in the force, and later being re-employed. The Board understands that priority has heretofore been recognized and has prevailed.

In regard to the inquiry relative to damages and injuries arising during this labor controversy, never in the experience of the Board, including the present, has any such issue been raised in conference be-

tween the parties or been presented to the Board before making its recommendation, and therefore is not given consideration in this instance.

Thus far, however, so far as the Board has any information, the recommendations have not been accepted by the publishers.

While the publishing of these newspapers was noticeably hampered for a time, yet later the publication gradually resumed, or nearly resumed, the former proportions. In the meantime legal proceedings were instigated by the publishers by way of injunction. Disturbances accompanied with violence also followed. The Board, however, continued with its endeavors through conciliation to settle this conflict, holding conferences and corresponding with the parties, but without success; Mr. Bowles failing to respond to the urgent and repeated request of the Board to enter a joint conference with the committee of the employees, although assured that by so doing the probability of reaching a settlement was apparent.

On September 20 the Board arranged a conference with the committee of the employees, which was attended by Mr. Phillips and Arthur T. Garvey, Esq., representing Mr. Bowles. There were also present, by request of the Board, John W. Haigis, Professor S. Ralph Harlow and George F. Harding, the three members of the board which last spring arbitrated differences as to wage rates etc. between these publishers and employees; the Board thus making a final effort, trusting with their responsive advice and assistance to be able to find some reasonably acceptable solution of this long-drawn-out strife. After a lengthy discussion and adjournment, the conference was again resumed at Springfield on the 24th; a member of this arbitration board in the meantime having conferred with Mr. Bowles. While every effort was made, no immediate results looking towards a settlement followed. It was arranged, however, that representatives of the contending parties would continue in an endeavor to reach a settlement.

Later, as apparently no progress to an adjustment was being made, the Board having exhausted its efforts through conciliation and the parties not agreeing to arbitrate their differences, a public hearing was held at Springfield on October 24 as a part of the investigation by the Board under the statute to "ascertain which of the parties thereto was mainly responsible or blameworthy for the existence or continuance" of this labor controversy. In a final effort to find a solution of this unfortunate controversy, the Board at the close of the hearing arranged for a conference, to be held at its office in the State House, Boston, on Monday, October 28, between Sherman H. Bowles, representing the publishers, and a committee of the employees.

At this conference it was frankly stated by members of the committee that their membership were desirous of returning to work provided the controversy could be ended by a satisfactory settlement. It also appeared to be the wish and desire on the part of Mr. Bowles that the controversy end and an opportunity be afforded for the re-employment of these employees, such re-employment depending to some extent upon business conditions; it being pointed out that if an adjustment was made in the near future while business conditions were at their height, more could be given an opportunity for employment than at a later period. The issue of how the employees should apply for re-employment, in the event the controversy was ended, was discussed and finally it was agreed that the representative of these employees could submit a list of those available for re-employment instead of requiring the employees to apply individually. It was also understood that Mr. Bowles, representing the publishers, would confer with representatives of the employees relative to such re-employment, and further, the Board suggested, in the event that such adjustment was reached, that Fred M. Knight, its agent, would be available for service in connection with this re-employment, to take up with Mr. Bowles or a committee of employees any differences or issues which might arise. The Board then stated it was prepared to make a recommendation that the controversy be ended upon this basis, if reasonably acceptable to the parties. Mr. Bowles expressed his accep-

tance but the committee of the employees, after conferring apart, stated they were not prepared at that time to give their approval but desired time to give further consideration thereto. The conference adjourned with this understanding. Pending further action by the committee, Mr. Knight conferred with the committee and also with Mr. Bowles. Later he attended a meeting of the employees in Springfield on November 13 and urged acceptance of the recommendation. The meeting voted to accept the same, thereby ending the controversy. The labor controversy being ended, no report was made by the Board placing the responsibility therefor.

Previous to the Board's making its recommendation, however, it had the assurance of Mr. Bowles and Mr. Phillips, his personal representative at the various conferences, that it could expect the whole-hearted co-operation of Mr. Bowles in the reinstatement of his former employees, and as a result of these promises both Mr. Knight and the Board were led to believe—with ample justification for such belief—that if the controversy was ended a large number of these employees would be re-employed over a reasonable period, commencing at once; otherwise the recommendation would never have been made. The Board regrets to state that Mr. Bowles has failed to carry out what was reasonably and justly expected by the Board and which formed the basis of the Board's making the recommendation for ending this controversy and, further, has showed decided lack of the co-operation with Mr. Knight which he had assured him would be forthcoming. At the time this unfortunate controversy arose there were 187 employees who ceased work. Since that time very few have obtained employment elsewhere and the remaining were receiving benefits from the international union, which benefits ceased on the calling-off of the controversy. Since calling-off the controversy some fifty of the former employees have been re-employed as substitutes only, working from one to three days a week. In face of this situation Mr. Knight suggested to Mr. Bowles that an arrangement be made for the work to be divided among the present and former employees, to which suggestion Mr. Bowles declined to accede.

While the Board fully recognizes the right and privilege of the publishers to maintain and continue the publication of their papers in the face of this labor controversy, which it recognizes has been done in this instance, yet as most of those whom the publishers employed during the controversy came from without the commonwealth and, in fact, from various sections of the United States, both south and west, it was the belief as well as the expectation of the Board that many so employed in the ordinary course of events would be replaced by these former employees, residents of Springfield and vicinity; this being the experience of the Board in adjusting labor controversies of this nature. Such unfortunately has not been the case, Mr. Knight being informed recently by Mr. Bowles that not exceeding twenty of these employees would be permanently re-employed.

In the face of these circumstances the Board, having exhausted its efforts in endeavoring to bring this long-drawn-out controversy to a reasonable and equitable conclusion and having assumed the responsibility of making the recommendation for ending the same (which was accepted by Mr. Bowles and later by the employees), while in no way attempting to avoid or evade responsibility for such recommendation and its acceptance, was constrained to view the attitude and action of Mr. Bowles, representing the publishers, as being in no substantial way responsive to the reasonable expectations of the Board or to the confidence reposed in him by the Board and Mr. Knight.

In view of the above facts and in the light of what has actually happened, the Board is of the opinion that the publishers should have accepted the recommendations of Mr. Knight and at least shared the work with the former employees, and is further of the opinion that the re-employment of approximately fifty men for substitute work of from one to three days and the permanent re-employment of but four men out of 187 formerly employed, is not the co-operation promised by Mr. Bowles at the time the Board's recommendation was made.

Arbitration

The work of the Board in this branch of its activities has been of a varied nature so far as the lines of industry involved are concerned, occupying a considerable portion of the Board's time, especially with respect to its duties under the agreement between employers and employees in the tanning industry, hereinbefore referred to. In several instances, as a result of the Board's activities in its capacity as conciliator, settlements have been reached with the Board chosen to arbitrate those differences which the parties were unable to adjust. In other instances the Board has been chosen as the arbitration agency for settling the existing differences where the labor controversy was adjusted by the parties themselves, or with the assistance of the local authorities; a notable example of this latter being the settlement reached of the serious controversy, with cessation of work and accompanying violence, between the teamsters and truck drivers and their employers in the coal business in Lynn, Salem and vicinity, under the terms of which employment was resumed and the provisions of the new working agreement between the contending parties were determind by the Board.

The Board in its work through arbitration has found the parties to the submission not only co-operative with but appreciative of the responsibility assumed by the Board, and further, they have received its award in that spirit. Thus demonstrating the value of this means of adjusting differences arising between employer and employee without cessation of work or, where a cessation occurs, with immediate resumption of employment pending arbitration of the issues involved; the sound policy of the Board being not to arbitrate such differences unless and until employment is resumed.

List of Industries Affected and Principal Differences in Conciliation and Arbitration Cases

Industries Affected: Baking, Building, Cigar, Coal Distributing, Garage, Hand Bags, Hat, Hosiery, Liquor Distributing, Macaroni, Publishing, Radio, Shoe, Tanning, Textile, Toy, Transportation.

Principal Differences: Wages, Working Conditions, Discharge, Discrimination, Union Recognition, Union Shop.

Arbitration

Industries Affected	*Issues Arbitrated*
Box Manufacturing (truck drivers)	Wages
Coal Distributing (truck drivers, teamsters)	Wages, Terms of Agreement
Cigar	Wages
Liquor Distributing (truck drivers)	Wages, Terms of Agreement
Macaroni	Wages, Discharge
Patent Leather	Wages
Shoe	Wages, Discharge
Tanning	Wages, Discharge, Discrimination

DECISIONS

E. CUMMINGS LEATHER COMPANY—WOBURN

December 3, 1934

In the matter of the joint application for arbitration of a controversy between the E. Cummings Leather Company of Woburn and employees. (62)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the E. Cummings Leather Company of Woburn was within its rights in discharging the employees in question.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

December 18, 1934

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (3)

Having considered said application and heard the parties by their duly

authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that Winslow Brothers & Smith Company was in the exercise of good faith in making the division of work in the shaving department.

BEGGS & COBB, INC.—WINCHESTER

JANUARY 7, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester and tackers. (4)

Having considered said application, heard the parties by their duly-authorized representatives concerning the work in question, its character and the conditions under which it is performed, and considered the report of an expert assistant, the Board awards that there be no change in the prices submitted except as follows: "Acme" size, $2.42 per hundred.

BREZCO TANNING COMPANY—PEABODY

JANUARY 7, 1935

In the matter of the joint application for arbitration of a controversy between the Brezco Tanning Company of Peabody and togglers. (5)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following sizing shall prevail in the Brezco Tanning Company at Peabody: 7 to 9; 9 to 12; 12 to 16; 16 to 18; 18 and up.

T. J. O'SHEA LEATHER COMPANY—PEABODY

FEBRUARY 4, 1935

In the matter of the joint application for arbitration of a controversy between the T. J. O'Shea Leather Company of Peabody and tackers. (7)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that $0.245 per dozen shall be paid by the T. J. O'Shea Leather Company at Peabody for tacking the skins in question (performed under government contract).

By agreement of the parties this decision shall take effect as of January 15, 1935.

IRVING TANNING COMPANY, INC.—PEABODY

FEBRUARY 6 1935

In the matter of the joint application for arbitration of a controversy between the Irving Tanning Company, Inc., of Peabody, and employees. (1)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employee in question be reinstated in employment by the Irving Tanning Company, Inc., at Peabody.

T. J. O'SHEA LEATHER COMPANY—PEABODY

FEBRUARY 15, 1935

In the matter of the joint application for arbitration of a controversy between the T. J. O'Shea Leather Company of Peabody and tackers. (12)

The Board awards that $0.265 per dozen shall be paid by the T. J. O'Shea Leather Company at Peabody for tacking the skins in question (performed under government contract).

By agreement of the parties this decision shall take effect as of January 15, 1935.

NATHAN H. POOR COMPANY—PEABODY

FEBRUARY 18, 1935

In the matter of the joint application for arbitration of a controversy between the Nathan H. Poor Company of Peabody and tackers. (13)

The Board awards that the following prices shall be paid by the Nathan H. Poor Company at Peabody, for the work as there performed:

	Per Dozen
Tacking:	$0.205
Chromes,	.185
Linings,	

By agreement of the parties this decision shall take effect as of February 11, 1935.

BEGGS & COBB, INC.—WINCHESTER

FEBRUARY 21, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (15)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that Beggs & Cobb, Inc., at Winchester was within its rights in discharging the employee in question.

AMDUR LEATHER COMPANY—DANVERS

FEBRUARY 21, 1935

In the matter of the joint application for arbitration of a controversy between the Admur Leather Company of Danvers and employees. (8)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no change in the wage rates paid by the Amdur Leather Company at Danvers, for the work as there performed.

BEGGS & COBB, INC.— WINCHESTER

MARCH 6, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (11)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that Beggs & Cobb, Inc., at Winchester was within its rights in discharging the employee in question.

MARCH 6, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester and employees. (28)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employee referred to in the application as a "helper" is a "new worker" within the provisions of the agreement. As to the "embosser," he is not a "new worker."

MARCH 7, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester and shavers. (14)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no change in the method of sizing sides in the shaving department.

IRVING TANNING COMPANY, INC.—PEABODY

MARCH 7, 1935

In the matter of the joint application for arbitration of a controversy between the Irving Tanning Company, Inc., of Peabody, and wheel men. (27)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the two men in question shall be reinstated in their employment by the Irving Tanning Company, Inc., at Peabody.

By agreement of the parties this decision shall take effect as of February 4, 1935.

BEGGS & COBB, INC.— WINCHESTER

MARCH 12, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and stakers. (29)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board as the result of an investigation made by its expert finds no justification for taking further action in the matter.

MARCH 12, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and skivers and finishers. (22)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds nothing in the evidence presented to warrant its taking any further action in the matter.

LORD TANNING COMPANY—WOBURN

MARCH 12, 1935

In the matter of the joint application for arbitration of a controversy between the Lord Tanning Company of Woburn and togglers. (21)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the two employees in question shall be reinstated in their employment by the Lord Tanning Company at Woburn.

IRVING TANNING COMPANY, INC.—PEABODY

MARCH 13, 1935

In the matter of the joint application for arbitration of a controversy between the Irving Tanning Company, Inc., Peabody, and stakers. (26)

The Board awards that $0.13 per dozen shall be paid by the Irving Tanning Company, Inc., at Peabody for staking white chrome, as the work is there performed.

By agreement of the parties this decision shall take effect as of February 20, 1935.

NATHAN H. POOR COMPANY—PEABODY

MARCH 21, 1935

In the matter of the joint application for arbitration of a controversy between Nathan H. Poor Company of Peabody and employees. (31)

The Board awards that the following prices shall be paid by the Nathan H. Poor Company at Peabody, for the work as there performed:

Doping skins:	Per Dozen
Vegetable-tanned:	
First way,	$0.13
Second way,	.09
Chrome-tanned:	
First way,	.10
Second way,	.085

IRVING TANNING COMPANY, INC.—PEABODY

SUPPLEMENTAL DECISION

MARCH 22, 1935

In the matter of the joint application for arbitration of a controversy between the Irving Tanning Company, Inc., of Peabody and employees. (26)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the putter-out in question shall be reinstated in employment by the Irving Tanning Company, Inc., at Peabody.

GOLD SEAL SHOE CORPORATION—LYNN

MARCH 25, 1935

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Lynn and cutters. (32)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Gold Seal Shoe Corporation at Lynn, for the work as there performed:

Cutting cut-outs by hand on cutting board:	Per 100
Cut-outs	$0.28
Slash with square end	.24
Slash with points	.24

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

JOHN FLYNN & SONS, INC.—SALEM

April 4, 1935

In the matter of the joint application for arbitration of a controversy between John Flynn & Sons, Inc., of Salem, and wet-wheelers. (42)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that John Flynn & Sons, Inc., of Salem was within its rights in laying-off the employees in question.

BEGGS & COBB, INC.—WINCHESTER

April 4, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (40)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that Beggs & Cobb, Inc., of Winchester, was within its rights in laying-off the skiver and spare splitter in question.

HUNT-RANKIN LEATHER COMPANY—PEABODY

April 4, 1935

In the matter of the joint application for arbitration of a controversy between the Hunt-Rankin Leather Company of Peabody and seasoner. (43)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the Hunt-Rankin Company of Peabody was within its rights in not employing the employee in question.

MONARCH SHOE COMPANY—CHELSEA

April 10, 1935

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Chesea and fancy stitchers and French-cord pressers. (41)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Monarch Shoe Company at Chelsea, for the work as there performed:

	Per 36 Pairs
Fancy stitching, Pattern No. 123; stitching stripping of vamp	$1.40
French-cord pressing, Pattern No. 116	.54

By agreement of the parties, this decision shall take effect as of the date of the beginning of the work in question.

MEMBERS, MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION

April 29, 1935

In the matter of the joint application for arbitration of a controversy between the Agoos Leather Company, Amdur Leather Company, J. S. Barnet & Sons, Benz Kid Company, Brezco Tanning Company, W. J. Budgell & Sons, Carr Leather Company, B. E. Cox Leather Company, Creese & Cook Company, E. Cummings Leather Company, Dimond-Grynkraut Kid Manufacturing Company, Essex Tanning Company, John Flynn & Sons, Inc., Gilsart Tanning Company, Inc., Helburn-Thompson Company, A. B. Hoffman & Sons, Inc., Hunt-Rankin Leather Company, Irving Tanning Company, Inc., Kirstein Leather Company, Korn Leather Company, Lord Tanning Company, Marshall Leather Company, John McCarthy & Sons, Inc., T. J. O'Shea Leather Company, Nathan H. Poor Company, Proctor Embossing Company, Regent Tanning Company, Russell-Sim Tanning Company, Peter Sim & Sons, L. B. Southwick Company, Thayer-Foss Company, Trimount Leather Company, Verza Tanning Company, Peter Widen & Sons and Richard Young Company, members of the Massachusetts Leather Manufacturers' Association—and employees. (34)

Under the provisions of the pending application the right of the Board in

making its award is limited to granting or not granting a general increase in wage rates, no authority being given to make any adjustments of rates in the various departments or operations where the same might be found to be warranted. Under these circumstances and in view of the present general conditions, industrial, economic and competitive, existing in this industry, and even in the face of increased cost of living, the Board is constrained to award that no general increase in wage rates be granted at this time.

BEGGS & COBB, INC.—WINCHESTER

April 29, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (35)

Under the provisions of the pending application the right of the Board in making its award is limited to granting or not granting a general increase in wage rates, no authority being given to make any adjustments of rates in the various departments or operations where the same might be found to be warranted. Under these circumstances and in view of the present general conditions, industrial, economic and competitive, existing in this industry, and even in the face of the increased cost of living, the Board is constrained to award that no general increase in wage rates be granted at this time.

FEDERAL LEATHER COMPANY—WOBURN

April 29, 1935

In the matter of the joint application for arbitration of a controversy between the Federal Leather Company of Woburn and employees. (36)

Under the provisions of the pending application the right of the Board in making its award is limited to granting or not granting a general increase in wage rates, no authority being given to make any adjustments of rates in the various departments or operations where the same might be found to be warranted. Under these circumstances and in view of the present general conditions, industrial, economic and competitive, existing in this industry, and even in the face of the increased cost of living, the Board is constrained to award that no general increase in wage rates be granted at this time.

MURRAY LEATHER COMPANY—WOBURN

April 29, 1935

In the matter of the joint application for arbitration of a controversy between the Murray Leather Company of Woburn and employees. (37)

Under the provisions of the pending application the right of the Board in making its award is limited to granting or not granting a general increase in wage rates, no authority being given to make any adjustments of rates in the various departments or operations where the same might be found to be warranted. Under these circumstances and in view of the present general conditions, industrial, economic and competitive, existing in this industry, and even in the face of the increased cost of living, the Board is constrained to award that no general increase in wage rates be granted at this time.

LEONARD TANNING COMPANY—WOBURN

April 29, 1935

In the matter of the joint application for arbitration of a controversy between the Leonard Tanning Company of Woburn and employees. (38)

Under the provisions of the pending application the right of the Board in making its award is limited to granting or not granting a general increase in wage rates, no authority being given to make any adjustments of rates in the various departments or operations where the same might be found to be warranted. Under these circumstances and in view of the present general conditions, industrial, economic and competitive, existing in this industry, and even in the face of the increased cost of living, the Board is constrained to award that no general increase in wage rates be granted at this time.

JOHN J. RILEY LEATHER COMPANY—WOBURN

April 29, 1935

In the matter of the joint application for arbitration of a controversy between the John J. Riley Leather Company of Woburn and employees. (39)

Under the provisions of the pending application the right of the Board in making its award is limited to granting or not granting a general increase in wage rates, no authority being given to make any adjustments of rates in the

various departments or operations where the same might be found to be warranted. Under these circumstances and in view of the present general conditions, industrial, economic and competitive, existing in this industry, and even in the face of the increased cost of living, the Board is constrained to award that no general increase in wage rates be granted at this time.

PRINCE MACARONI MANUFACTURING COMPANY—BOSTON

MAY 6, 1935

In the matter of the joint application for arbitration of a controversy between the Prince Macaroni Manufacturing Company of Boston and employees, members of Local No. 150 of the International Bakery and Confectionery Workers' Union of America. (30)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that a 5% increase be granted by the Prince Macaroni Manufacturing Company of Boston to those employees receiving wage rates less than $30 per week, but under this award no wage rate shall be advanced beyond $30 per week.

By agreement of the parties this decision is to be in effect for a period of six months from March 5, 1935.

BREZCO TANNING COMPANY—PEABODY

MAY 15, 1935

In the matter of the joint application for arbitration of a controversy between the Brezco Tanning Company of Peabody and employees. (46)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Brezco Tanning Company at Peabody, for the work as there performed:

	Per 100 Skins
Shaving:	
Up to 15 feet	$2.75
15 to 20 feet	3.25
20 feet and up	4.00
Calf (Lbs. / Feet (Average))	
4-5 / 7	2.25
5-7 / 9¼	2.50
7-0 / 11	2.92
9-12 / 14	3.45
12-16 / 17	3.83
16 and up	5.00
Whole kid splits, blue and pickle:	
Up to 8 feet	1.35
8 to 12 feet	1.75
12 feet and up	2.25
Splits, before splitting:	
Up to 4 feet	.66
4 to 7 feet	.88
7 to 9 feet	1.26
9 feet and up, in pickle	1.91
Splits; after splitting:	
Up to 4 feet	.50
4 to 7 feet	.70
7 to 9 feet	1.15
9 feet and up, in pickle	1.60
Hot-roll machine:	
Up to 15 feet	.55
15 to 20 feet	.66
20 feet and up	.72
Calf:	
Up to 12 pounds	.58
12 to 16 pounds	.66
16 pounds and up, kip	.72
Staking:	
From dust:	
Up to 15 feet	1.75

	Per 100 Skins
15 to 20 feet	$2.25
20 feet and up	3.25
Calf;	
Up to 9 pounds	1.25
9 to 12 pounds	1.50
12 to 16 pounds	1.70
16 pounds and up	2.00
Dry and finish staking:	
Up to 15 feet	.90
15 to 20 feet	1.35
20 feet and up	1.55
Splits:	
Side splits, all sizes	.65
Whole kips:	
Up to 8 feet	.65
8 feet and up	.95
Toggling:	
Dry:	
Up to 15 feet	4.75
15 to 20 feet	5.75
20 feet and up	6.80
Wet:	
Up to 15 feet	4.00
15 to 20 feet	4.50
20 feet and up	5.25
Calf:	
Up to 7 pounds	3.25
7 to 9 pounds	3.75
9 to 12 pounds	4.50
12 to 16 pounds	5.00
16 pounds and up	6.00
Tacking splits:	
Up to 4 feet	1.05
4 to 7 feet	1.58
7 feet and up	2.25
7 feet and up, heavy	2.93
Small kip, to 8 feet	1.65
Large kip, 8 feet and up	2.75
Buffing:	
Calf, flesh	1.00
Sides, flesh	2.00
Snuffing; per 100 feet:	
Small grain calf and sides	$0.21
Elk grain	.25
Prints	.28
Side splits:	
Up to 4 feet:	
Flesh	.39
Grain	.72
Two-way	1.08
4 to 7 feet:	
Flesh	.53
Grain	1.00
Two-way	1.50
7 feet and up:	
Flesh	.99
One cut on grain	1.50
Two-way on grain	2.00
Whole kip splits:	
Up to 8 feet:	
Flesh	.60
Grain	.90
Two-way	1.35
8 feet and up:	
Flesh	1.10

	Per 100 Skins
Grain, two-way	$2.00
Suede	2.70
Buffing grain for nubuck	.85

Block trimming: no change; sizing, up to 15 feet, 15 to 20 feet, 20 feet and up.

LEONARD TANNING COMPANY—WOBURN

MAY 16, 1935

In the matter of the joint application for arbitration of a controversy between the Leonard Tanning Company of Woburn and employees. (48)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there was no discrimination against the employee in question by the Leonard Tanning Company at Woburn.

BREWERIES—LAWRENCE, METHUEN

MAY 28, 1935

In the matter of the joint application for arbitration of a controversy between Donohue Brothers, Inc., Goldenrod Brewery, Inc., Merrimack Valley Distributing Company, Quality Brands, Inc., and West End Beverage Company of Lawrence, and the Lawrence Beverage Company of Methuen—and employees, members of Teamsters, Chauffeurs and Helpers' Union, Local No. 477. (47)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following agreement shall be in effect between the parties during the period therein specified:

ARTICLE I

When hiring help preference shall be given to members of Local No. 477 or those willing to become members, provided such help is available and can satisfactorily perform the various kinds of work necessary in handling and delivering beer, wine and liquor.

ARTICLE II

The firm signing this agreement agrees that all men employed and covered by this agreement shall be members of the Teamsters, Chauffeurs and Helpers' Union, Local No. 477, of Lawrence, Massachusetts. Said members must be paid to date in their monthly dues.

ARTICLE III

The following scale of wages is established by this agreement:

Chauffeurs	$31.50 per week
Helpers	27.50 per week

Forty-eight hours shall constitute a week's work and shall be worked daily between the hours of 8 A.M. and 9 P.M., with the exception of Friday and the day before a holiday, primary or election, when the period may be extended until 10 P.M. All men shall have one hour for meals.

Regular employees shall at all times be given preference in work.

ARTICLE IV

If work is performed after the hours specified in Article III; to wit, nine o'clock and ten o'clock P.M., or in excess of forty-eight hours per week, time and one-half shall be paid for such over-time. If work is performed on Sunday or a holiday, double time shall be paid therefor.

ARTICLE V

When employees are to be laid off, notice of the same shall be given the night before, and should any employee report for work without receiving such notice he shall receive two hours' pay as over-time for the same. When an employee works less than one-half day he shall be paid at the rate of over-time for such work.

ARTICLE VI

If conditions of business are such that not all employees can work full time, seniority shall prevail. When hiring extra employees they shall receive the wages and conditions as set forth in this agreement.

ARTICLE VII

A copy of this agreement may be posted on the premises of the firm signing the same. This agreement shall take effect on the sixth day of May, 1935, and remain in force for a period of one year.

BEGGS & COBB, INC.—WINCHESTER

MAY 29, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (53)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards, upon the evidence presented, that it does not appear that there has been any discrimination exercised by Beggs & Cobb, Inc., at Winchester against the employee in question.

HARRY KASHISHIAN—CHELSEA

JUNE 7, 1935

In the matter of the joint application for arbitration of a controversy between Harry Kashishian, shoe manufacturer of Chelsea, and treers. (52)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employer was within his rights in discharging the employee in question.

PETERSON PATENT LEATHER COMPANY—WOBURN

JUNE 11, 1935

In the matter of the joint application for arbitration of a controversy between the Peterson Patent Leather Company of Woburn and employees. (10)

The Board awards that the following prices shall be paid by the Peterson Patent Leather Company at Woburn for doping, as the work is there performed:

	Per Side
Chrome, black	$0.06¾
Two sides on one frame; per side	.06
Pieces; per frame, $9	
Bark	.08

LEATHER MANUFACTURERS—PEABODY

JUNE 11, 1935

In the matter of the joint application for arbitration of a controversy between James V. Haley Leather Company, Inc., Kean-Bedell, Inc., Lord Tanning Company, Murray Leather Company, Peterson Patent Leather Company, Peterson, Merrill Company, Inc., Porter Japanning Company, and John J. Riley Company, of Woburn, and employees. (9)

The Board awards that the prices to be paid by the above-named employers at Woburn for the primary coat on finishing on blue shall be as follows:

	Per 100 Sides
Where the coat used is the same as used upon the regular black	$4.20
Where the weight of the primary coat is changed from that of the regular black coat	5.00

ELCHO CIGAR COMPANY—BOSTON

JUNE 13, 1935

In the matter of the joint application for arbitration of a controversy between Elcho Cigar Company of Boston and employees. (55)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, by reason of the method of performing the work and the conditions existing in the factory of the Elcho Cigar Company at Boston, supplemented by the arrangements heretofore made by the employees, the Board is constrained to award that the price of $12 per 1,000 heretofore so arranged shall prevail.

By agreement of the parties this decision shall take effect as of June 11, 1935.

JOHN J. RILEY COMPANY—WOBURN

JUNE 24, 1935

In the matter of the joint application for arbitration of a controversy between the John J. Riley Company of Woburn and shavers. (50)

Having considered said application and heard the parties by their duly

authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that $3.91 per 100 shall be paid by the John J. Riley Company at Woburn for shaving whole kip, as the work is there performed.

By agreement of the parties this decision shall take effect as of the date of the introduction of the work in question.

HAWTHORNE TANNING COMPANY—SALEM

JUNE 24, 1935

In the matter of the joint application for arbitration of a controversy between the Hawthorne Tanning Company of Salem and seasoners. (51)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employer was within his rights in not reinstating the employee in question to her former rating.

By agreement of the parties this decision shall take effect as of May 2, 1935.

LEATHER MANUFACTURERS—WOBURN

JULY 26, 1935

In the matter of the joint application for arbitration of a controversy between James V. Haley Leather Company, Inc., Kean-Bedell, Inc., Lord Tanning Company, McLatchey Japanning Company, Murray Leather Company, Peterson, Merrill Company, Peterson Patent Leather Company, Porter Japanning Company and John J. Riley Company, of Woburn, and employees. (56)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the above-named companies, for the work as there performed:

	Per 100
Tacking:	
Sides	$4.40
Skins:	
Up to and including 7 feet	3.00
Over 7 feet	4.20
Bark	4.90
Daubing and finishing; bark	4.90

HARVARD SHOE COMPANY—BOSTON

JULY 28, 1935

In the matter of the joint application for arbitration of a controversy between the Harvard Shoe Company of Boston and employees. (57)

The Board awards that the following prices, based upon the so-called "Colonial shoe" price-bill, shall be paid by the Harvard Shoe Company at Boston for the work as there performed:

	Piece Rates Percentage Less
Outside cutting	10
Dinking, cutting room	10
Tacking innersoles	10
Upper trimming	10
Pounding	10
Marking shanks	10
Roughing	10
Edgetrimming	10
Edgesetting	10
Buffing	10
Naumkeaging	10
Bottom polishing	10
Lining making	5
Skiving	5
Pressing	5
French-cord pressing	5
Vamping	5
Fancy stitching	5
Toe lasting; no change.	
Bench work; no change.	

	Percentage Less
All other piece rates	7
Repairing; $17.50 per week.	
Packing; 17.50 per week.	
All other time rates; no change.	

By agreement of the parties this decision shall take effect as of June 24, 1935.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

August 2, 1935

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (59)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following minimum prices shall be paid by Winslow Brothers & Smith Company to its tannery workers in Norwood, per week: men, $19; women, $15.

By agreement of the parties this decision shall take effect as of July 15, 1935.

August 2, 1935

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (60)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, it appeared that Section 11 of the agreement existing between the Winslow Brothers & Smith Company of Norwood and employees, members of Local No. 26 of the National Leather Workers' Association, provides as follows:

> Sec. 11. It is understood, however, that the manufacturer customarily employs from time to time students learning the business in its various departments, and it is agreed that the manufacturer may continue its practice to employ up to ten students from time to time who shall not be subject to the terms of this agreement.

The Board awards that under the terms of said section the company is within its rights in retaining the employee in question without the necessity of his being a member of this organization.

ORANGE SHOE MANUFACTURING COMPANY—ORANGE

August 13, 1935

In the matter of the joint application for arbitration of a controversy between the Orange Shoe Manufacturing Company of Orange and employees. (67)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be a reduction of 2½% on all the operations performed.

MURRAY LEATHER COMPANY—WOBURN

August 13, 1935

In the matter of the joint application for arbitration of a controversy between the Murray Leather Company of Woburn and employees. (65)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the Murray Leather Company of Woburn was within its rights in not retaining the employee in question in its employ.

T. J. O'SHEA LEATHER COMPANY—PEABODY

August 13, 1935

In the matter of the joint application for arbitration of a controversy between T. J. O'Shea Leather Company of Peabody and employees. (66)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the T. J. O'Shea Leather Company of Peabody was within its rights in not re-employing the employee in question.

FRANK C. MEYER COMPANY, INC.—LAWRENCE

August 20, 1935

In the matter of the joint application for arbitration of a controversy between the Frank C. Meyer Company, Inc., of Lawrence, and chauffeurs. (68)

Having considered said application and heard the parties by their duly

authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that $30 per week shall be paid by the Frank C. Meyer Company, Inc., at Lawrence, to its chauffeurs.

By agreement of the parties this decision shall take effect as of July 11, 1935.

BEGGS & COBB, INC.— WINCHESTER

SEPTEMBER 12, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (72)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards, under the terms of the agreement existing between Beggs & Cobb, Inc., and employees, that no discrimination has been exercised against the employee in question.

SEPTEMBER 12, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (73)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards, under the terms of the agreement existing between Beggs & Cobb, Inc., and employees, that no discrimination has been exercised against the employee in question.

MEMBERS, MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION

AUGUST 28, 1935

In the matter of the joint application for arbitration of a controversy between the Agoos Leather Company, Amdur Leather Company, J. S. Barnet & Sons, Inc., Benz Kid Company, W. J. Budgell & Sons, Carr Leather Company, B. E. Cox Leather Company, Creese & Cook Company, E. Cummings Leather Company, Dimond-Grynkraut Kid Manufacturing Company, Essex Tanning Company, John Flynn & Sons, Inc., Gilsart Tanning Company, Inc., Helburn-Thompson Company, A. B. Hoffman & Sons, Inc., Hunt-Rankin Leather Company, Irving Tanning Company, Inc., Kirstein Leather Company, Korn Leather Company, Lord Tanning Company, Marshall Leather Company, John McCarthy & Sons, Inc., T. J. O'Shea Leather Company, Nathan H. Poor Company, Proctor Embossing Company, Regent Tanning Company, Russell-Sim Tanning Company, Peter Sim & Sons, L. B. Southwick Company, Thayer-Foss Company, Trimount Leather Company, Verza Tanning Company and Richard Young Company, members of the Massachusetts Leather Manufacturers' Association—and employees... (63)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character and the conditions under which it is performed, the Board awards that there shall be no change in the existing time rates as submitted, except as follows; provided, however, that in the event that rates higher than the following are in effect in any of these companies, such rates shall continue to be paid:

Minimum rate:	Per Week
Male employees (including boys over 18 years of age)	$19.00
Female employees	15.00
Sawdusting	20.00
Seasoning	20.00
Spraying	20.00
Fancy spraying:	
Sheep	21.00
Calf	22.00
Measuring; sheep	22.00
Toggling	26.00
Fleshing; sheep	23.50
Shipping room	20.00
Tan wheels; sheep	23.00
Color wheels; sheep	23.00
Buzzell buffing:	
Large machine	30.00
Small machine	27.50

	Per Week
Hanging-up; wet work	$20.00
Screw-press operator	23.00
Hot room (men)	20.00
Dry trimming; side leather	20.00
Shanking	23.00
Pickled-skin sorters (experienced)	25.00
Pickled-skin workers (not on wheels)	22.50
Crust sorters (experienced, not on salary)	25.00
Finish sorters (experienced, not on salary)	25.00
Kid:	
Tan wheels	23.00
Color wheels	24.00
Single-table operator	23.00
Beam-house lumpers	22.00
Sorters	23.00
Limes and puerers	24.00

This decision is to be effective as of August 6, 1935.

LEATHER MANUFACTURERS—WINCHESTER, WOBURN

AUGUST 28, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., (Winchester), the Murray Leather Company and the John J. Riley Company (Woburn) and employees. (64,70,71)

Having considered said applications, heard the parties by their duly-authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no change in the existing time rates as submitted, except as follows; provided, however, that in the event that rates higher than the following are in effect in any of these companies, such rates shall continue to be paid:

Minimum rate:	Per Week
Male employees (including boys over 18 years of age)	$19.00
Female employees	15.00
Sawdusting	20.00
Seasoning	20.00
Spraying	20.00
Fancy spraying:	
Sheep	21.00
Calf	22.00
Measuring; sheep	22.00
Toggling	26.00
Fleshing; sheep	23.50
Shipping room	20.00
Tan wheels; sheep	23.00
Color wheels; sheep	23.00
Buzzell buffing:	
Large machine	30.00
Small machine	27.50
Hanging-up; wet work	20.00
Screw-press operator	23.00
Hot room (men)	20.00
Dry trimming; side leather	20.00
Shanking	23.00
Pickled-skin sorters (experienced)	25.00
Pickled-skin workers (not on wheels)	22.50
Crust sorters (experienced, not on salary)	25.00
Finish sorters (experienced, not on salary)	25.00
Kid:	
Tan wheels	23.00
Color wheels	24.00
Single-table operator	23.00
Beam-house lumpers	22.00
Sorters	23.00
Limes and puerers	24.00

This decision is to be effective as of August 6, 1935.

BEGGS & COBB, INC.—WINCHESTER

SEPTEMBER 6, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (74)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which is it performed, the Board awards that the employee in question shall be re-employed at work which he has formerly performed, other than sorting.

SEPTEMBER 27, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (81)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that Beggs & Cobb Inc., was within its rights in laying-off the employee in question.

LORD TANNING COMPANY—WOBURN

SEPTEMBER 27, 1935

In the matter of the joint application for arbitration of a controversy between the Lord Tanning Company of Woburn and employees. (79)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination against the employee in question has been exercised by the Lord Tanning Company at Woburn.

ANSIN SHOE MANUFACTURING COMPANY—ATHOL

SEPTEMBER 27, 1935

In the matter of the joint application for arbitration of a controversy between the Ansin Shoe Manufacturing Company of Athol and employees. (82)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, it appears that the Board is called upon to interpret Article 6 of the agreement existing between the Ansin Shoe Manufacturing Company of Athol and employees, relative to the hours of employment.

The Board awards as its interpretation that, by reason of the Shoe Code having become inoperative, either party to this agreement has the right to seek a change in the hours of employment; and failing to reach an agreement thereon an issue arises, to be determined under the terms of the agreement by arbitration; and that pending such change, either by agreement or an award of the arbitration board, the so-called Code hours are to continue in effect.

BEGGS & COBB, INC.— WINCHESTER

SEPTEMBER 30, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (80)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that Beggs & Cobb, Inc., at Winchester, was within its rights in laying-off the employee in question.

JOHN FLYNN & SONS, INC.—SALEM

OCTOBER 2, 1935

In the matter of the joint application for arbitration of a controversy between John Flynn & Sons, Inc., of Salem, and employees. (78)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that John Flynn & Sons, Inc., at Salem were within their rights in laying-off the employees (tackers) in question.

PRINCE MACARONI MANUFACTURING COMPANY—BOSTON

OCTOBER 3, 1935

In the matter of the joint application for arbitration of a controversy between the Prince Macaroni Manufacturing Company of Boston and employees. (83)

Having considered said application and heard the parties by their duly

authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the Prince Macaroni Manufacturing Company at Boston was within its rights in discharging three of the employees in question.

CRESCENT SHOE MANUFACTURING COMPANY—CHELSEA

October 11, 1935

In the matter of the joint application for arbitration of a controversy between the Crescent Shoe Manufacturing Company, of Chelsea, and employees. (75)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Crescent Shoe Manufacturing Company to employees at Chelsea, for the work as there performed:

Pattern No. 225:	Per 36 Pairs
Pump stitching	$0.57
Vamping shoe, as blucher vamping	.80
Cutting:	
Cutting quarter, base	.72
Extra length	.18
Formation	.12
Tongues	.21

By agreement of the parties, this decision shall effect as of the date of the inception of the work in question.

BEGGS & COBB, INC.—WINCHESTER

October 17, 1935

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (86)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the company was within its rights in laying-off the employee in question.

COAL DEALERS—LYNN

October 17, 1935

In the matter of the joint application for arbitration of a controversy between the Holder Coal Company, Lamper Coal Company, Moran Fuel Company, Pickering Coal Company, Reed & Costello, Scanlon Coal Company and Sprague, Breed, Stevens & Newhall, of Lynn, and employees. (77)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards under the submission that the following is established as an agreement between the parties, to be effective as therein provided.

AGREEMENT entered into this seventeenth day of October, 1935, between .....of Lynn, hereinafter called the Company, and Teamsters, Chauffeurs and Helpers' Local, No. 42, of Lynn and vicinity, hereinafter called the Local.

ARTICLE 1

All men employed and covered by this agreement shall be members of this Local in good standing. The Local may have a representative at the garage of the Company.

ARTICLE 2

The hours of labor of chauffeurs, wharfmen and helpers, one-horse drivers and all handling solid fuel, shall be as follows:

A. From May 1 to August 31, 1936, inclusive, forty hours shall constitute a week's work, on a basis of eight hours per day, between 7.30 A.M. and 5 P.M. from Monday to Friday, inclusive.

B. During the months of October and November, 1935, and April and September, 1936, forty-four hours shall constitute a week's work, on the basis of eight hours per day, between 7.30 A.M. and 5 P.M. from Monday to Friday, inclusive, and four hours on Saturday between 7.30 A.M. and noon.

C. During the period from December 1, 1935, to March 31, 1936, inclusive, forty-eight hours shall constitute a week's work, on the basis of eight

hours per day, between 7.30 A.M. and 5 P.M., from Monday to Saturday, inclusive.

D. All hours worked in excess of the hours above (except Sundays and holidays) shall be paid for at the rate of time and one-half.

Employees shall be allowed one hour each day for dinner as near 12 o'clock noon as possible.

The Company may start out trucks at any time between 7.30 A.M. and 8 A.M., but shall notify employees at least the day before of any change in starting time.

E. The following wage rates are to be in effect:

Chauffeurs	$30.80 per week
Wharfmen and helpers	27.50 per week
One-horse drivers	27.50 per week

While hauling trailers, chauffeurs shall be paid at the rate of $3 per week additional.

Employees while driving trucks on wharves or in yards shall be paid the regular chauffeurs' wages.

ARTICLE 3

The hours of labor and wages of oil-truck drivers shall be as follows:

A. Forty hours shall constitute a week's work and may be worked as follows:

B. Between the hours of 7.30 A.M. and 6 P.M. for any five eight-hour days or for any four ten-hour days, from Monday to Saturday, inclusive.

C. Range-oil shifts may be worked from Monday to Saturday, inclusive: shift 1, from 7 A.M. to 1.30 P.M.; shift 2, from 1.30 P.M. to 8 P.M. The shifts stated in this section shall be alternated each week. The foregoing schedule totals 39 hours and one additional hour may be worked any day, except Saturday, to constitute a 40-hour week, but if the employer furnishes only 39 hours' work employees shall be paid for a full week of 40 hours.

D. The Company may employ a night driver to take care of emergency calls and one driver will be allowed for every four trucks in operation. Hours of night drivers shall be so divided that they shall be worked between Monday at 12.01 A.M. and Saturday at 12 midnight, and shall not be longer than eight hours in any one night and not over 40 hours in any one week.

E. For the primary purpose of filling and loading trucks with oil a driver may be employed daily from Monday to Saturday, inclusive, between the hours of 4 A.M. and noon, at not exceeding eight hours per day and not over 40 hours in any one week.

F. When the Company wishes to change a shift of a driver, the driver shall be given two days' notice before any change is made.

G. When drivers work over 40 hours in any one week, or in excess of the hours stated in any of the above shifts for their day's work, in case of emergency, they shall receive over-time for the same at the rate of time and one-half.

H. The wages of oil-truck drivers shall be at the rate of $30.80 per week and those driving trailers shall be paid at the rate of $3 per week additional.

ARTICLE 4

When it is necessary to work any employee covered by this agreement on a Sunday or holiday he shall be paid at the rate of double time for such work, unless otherwise provided herein.

ARTICLE 5

The following wage rates for work discharging barges or steamers are to be in effect:

A. Carmen and runmen . . . . . 70 cents per hour
Trimmers . . . . . 60 cents per hour

B. All time worked as carmen, runmen or trimmers in excess of eight hours in any one day shall be paid for at the rate of time and one-half.

All such work on Sundays, Memorial Day, June 17, July 4, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of time and one-half.

C. Union men shall be given preference in discharging labor, and others employed when union men cannot be secured.

ARTICLE 6

Employees will not be asked to work in excess of the hours stated herein,

unless absolutely necessary, and overtime work will be done away with as much as possible and other men given employment.

Carriers are to be furnished to carry in coal, but drivers shall carry in coal if circumstances make it impossible to secure carriers.

ARTICLE 7

When extra men are hired they shall be the first to be laid off and when conditions of business are such that there is not full-time work for the regular employees the Company shall make every reasonable effort to arrange the work so that it shall be fairly divided among the regular employees.

ARTICLE 8

If a member of the Local is discharged he shall, if he makes a request within 48 hours thereafter, be granted an immediate hearing as he may specify in such request, either

A. Before an executive of the Company—and if it is found that he has been discharged through no fault of his own he shall be restored to work and shall receive full wages from the time of his discharge; or

B. Before a disinterested arbiter to be appointed immediately by the Company and the Local, whose decision shall be final and binding, and if the employee is restored to employment the arbiter shall also determine what portion, if any, of his regular wages so lost shall be paid him. In the event that the arbiter is not appointed within three days the Commissioner of the Department of Labor and Industries shall upon notice appoint him.

ARTICLE 9

Employees reporting in the morning for work, without being notified the night before of a lay-off, shall be paid for one-half day. If any employee so reports the Company may give him other work for the half-day, for which he is to be paid.

ARTICLE 10

If, in order to meet unusual demands upon its business, the Company finds it necessary to hire or use additional equipment and means of transportation. such hiring or use shall cease when the necessity therefor is ended.

ARTICLE 11

Any issue arising relative to the interpretation of this agreement shall be referred to the Board of Conciliation and Arbitration for determination.

ARTICLE 12

This agreement shall be in effect for one year from October 17, 1935, and during this period there shall be no strike, lockout or concerted cessation of work.

Unless previous to September 1, 1936, either the Company or the Local gives notice of its desire to discontinue contractual relations, the Company and Local shall immediately after September 1 commence negotiations for the purpose of establishing the terms of a new agreement.

GEORGE W. PICKERING COAL COMPANY—SALEM

OCTOBER 17, 1935

In the matter of the joint application for arbitration of a controversy between the George W. Pickering Coal Company of Salem and employees. (76)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards under the submission that the following is established as an agreement between the parties, to be effective as therein provided.

AGREEMENT entered into this seventeenth day of October, 1935, between the George W. Pickering Coal Company of Salem, hereinafter called the Company, and Teamsters, Chauffeurs and Helpers' Local, No. 42, of Lynn and vicinity, hereinafter called the Local.

ARTICLE 1

All men employed and covered by this agreement shall be members of this Local in good standing. The Local may have a representative at the garage of the Company.

ARTICLE 2

The hours of labor of chauffeurs, wharfmen and helpers, and one-horse drivers and all handling solid fuel, shall be as follows:

A. From May 1 to August 31, 1936, inclusive, forty hours shall constitute a week's work, on the basis of eight hours per day, between 7.30 A.M. and 5 P.M. from Monday to Friday, inclusive.

B. During the months of October and November, 1935, and April and September, 1936, forty-four hours shall constitute a week's work, on the basis of eight hours per day, between 7.30 A.M. and 5 P.M. from Monday to Friday, inclusive, and four hours on Saturday, between 7.30 A.M. and noon; provided, however, that during the months of October and November, 1935, and April, 1936, the Company may arrange the schedule of hours of employees engaged in delivering soft coal so that the hours on Saturday shall be between 7.30 A.M. and 5 P.M. and on Wednesday between 7.30 A.M. and noon.

C. During the period from December 1, 1935, to March 31, 1936, inclusive, forty-eight hours shall constitute a week's work, on the basis of eight hours per day, between 7.30 A.M. and 5 P.M. from Monday to Saturday, inclusive.

D. All hours worked in excess of the hours above (except Sundays and holidays) shall be paid for at the rate of time and one-half.

Employees shall be allowed one hour each day for dinner as near 12 o'clock noon as possible.

The Company may start out trucks at any time between 7.30 A.M. and 8 A.M., but shall notify employees at least the day before of any change in starting time.

E. For employees in the trucking division forty-eight hours shall constitute a week's work from Monday to Saturday, inclusive, and shall be worked between the hours of 7 A.M. and 6 P.M. with a lunch period each day. When employees work in excess of forty-eight hours per week or in excess of the hours stated herein for their day's work, they shall receive over-time for the same at the rate of time and one-half. Having regard to the needs of its business, the Company will endeavor to arrange its schedule so that as many of its men as possible will not have to work during the summer months on Saturday.

F. The following wage rates are to be in effect:

Chauffeurs	$30.80 per week
Wharfmen and helpers	27.50 per week
One-horse drivers	27.50 per week

While hauling trailers, chauffeurs shall be paid at the rate of $3 per week additional.

Employees while driving trucks on wharves or in yards shall be paid the regular chauffeurs' wages.

ARTICLE 3

The hours of labor and wages for oil-truck drivers shall be as follows:

A. Forty hours shall constitute a week's work and may be worked as follows:

B. Between the hours of 7.30 A.M. and 6 P.M. for any five eight-hour days or for any four ten-hour days, from Monday to Saturday, inclusive.

C. Range-oil shifts may be worked from Monday to Saturday, inclusive: shift 1, from 7 A.M. to 1.30 P.M.; shift 2, from 1.30 P.M. to 8 P.M. The shifts stated in this section shall be alternated each week. The foregoing schedule totals 39 hours and one additional hour may be worked any day, except Saturday, to constitute a 40-hour week, but if the employer furnishes only 39 hours' work employees shall be paid for a full week of 40 hours.

D. The Company may employ a night driver to take care of emergency calls and one driver will be allowed for every four trucks in operation. Hours of night drivers shall be so divided that they shall be worked between Monday at 12.01 A.M. and Saturday at 12 midnight, and shall not be longer than eight hours in any one night, and not over 40 hours in any one week.

E. For the primary purpose of filling and loading trucks with oil a driver may be employed daily from Monday to Saturday, inclusive, between the hours of 4 A.M. and noon, at not exceeding eight hours per day and not over 40 hours in any one week.

F. When the Company wishes to change a shift of a driver, the driver shall be given two days' notice before any change is made.

G. When drivers work over 40 hours in any one week, or in excess of the hours stated in any of the above shifts for their day's work, in case of emergency, they shall receive over-time for the same at the rate of time and one-half.

H. The wages of oil-truck drivers shall be at the rate of $30.80 per week and those driving trailers shall be paid at the rate of $3.00 per week additional.

ARTICLE 4

When it is necessary to work any employee covered by this agreement on a Sunday or holiday he shall be paid at the rate of double time for such work, unless otherwise provided herein.

ARTICLE 5

The following wage rates for work discharging barges or steamers are to be in effect:

A. Carmen and runmen . . . . . 70 cents per hour
Trimmers . . . . . 60 cents per hour

B. All time worked on Sundays, Memorial Day, June 17, July 4, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of time and one-half.

C. Union men shall be given preference in discharging labor, and others employed when union men cannot be secured.

ARTICLE 6

Employees will not be asked to work in excess of the hours stated herein, unless absolutely necessary, and over-time work will be done away with as much as possible and other men given employment.

Carriers will be furnished to carry in coal, but drivers shall carry in coal if circumstances make it impossible to secure carriers.

ARTICLE 7

When extra men are hired they shall be the first to be laid off and when conditions of business are such that there is not full-time work for the regular employees the Company shall make every reasonable effort to arrange the work so that it shall be fairly divided among the regular employees.

ARTICLE 8

If a member of the Local is discharged he shall, if he makes a request within 48 hours thereafter, be granted an immediate hearing as he may specify in such request, either

A. Before an executive of the Company—and if it is found that he has been discharged through no fault of his own he shall be restored to work and shall receive full wages from the time of his discharge; or

B. Before a disinterested arbiter to be appointed immediately by the Company and the Local, whose decision shall be final and binding, and if the employee is restored to employment the arbiter shall also determine what portion, if any, of his regular wages so lost shall be paid him. In the event that the arbiter is not appointed within three days the Commissioner of the Department of Labor and Industries shall upon notice appoint him.

ARTICLE 9

Employees reporting in the morning for work, without being notified the night before of a lay-off, shall be paid for one-half day. If any employee so reports, the Company may give him other work for the half-day, for which he is to be paid.

ARTICLE 10

If, in order to meet unusual demands upon its business, the Company finds it necessary to hire or use additional equipment and means of transportation, such hiring or use shall cease when the necessity therefor is ended.

ARTICLE 11

Any issue arising relative to the interpretation of this agreement shall be referred to the Board of Conciliation and Arbitration for determination.

ARTICLE 12

This agreement shall be in effect for one year from October 17, 1935, and

during this period there shall be no strike, lockout or concerted cessation of work.

Unless previous to September 1, 1936, either the Company or the Local gives notice of its desire to discontinue contractual relations, the Company and Local shall immediately after September 1 commence negotiations for the purpose of establishing the terms of a new agreement.

PRINCE MACARONI MANUFACTURING COMPANY—BOSTON

OCTOBER 31, 1935

In the matter of the joint application for arbitration of a controversy between the Prince Macaroni Manufacturing Company of Boston and employees. (87)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no change in the prices paid by the Prince Macaroni Manufacturing Company at Boston to its employees, for the work as there performed.

By agreement of the parties this decision takes effect as of September 13, 1935.

SUFFOLK SHOE COMPANY—CHELSEA

OCTOBER 31, 1935

In the matter of the joint application for arbitration of a controversy between the Suffolk Shoe Company of Chelsea and edgesetters. (85)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that $0.21 per 24 pairs shall be paid by the Suffolk Shoe Company at Chelsea for edgesetting boys' shoes, as the work is there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

INDEX TO DECISIONS