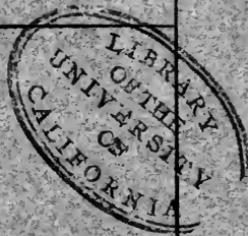


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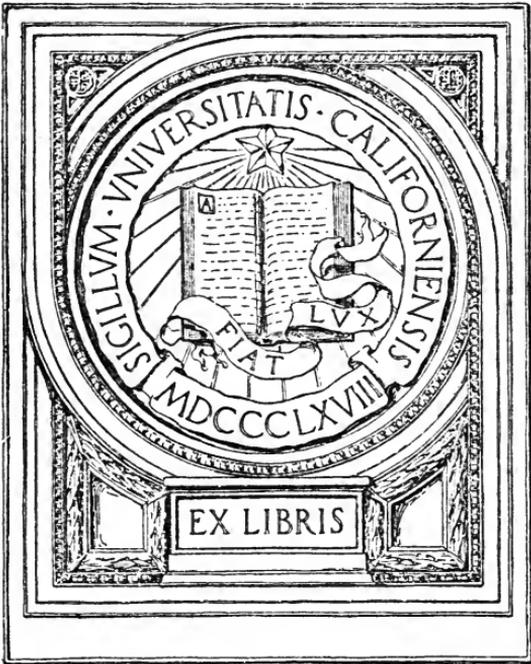
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U. S. DEPARTMENT OF LABOR  
NATIONAL WAR LABOR BOARD  
WASHINGTON

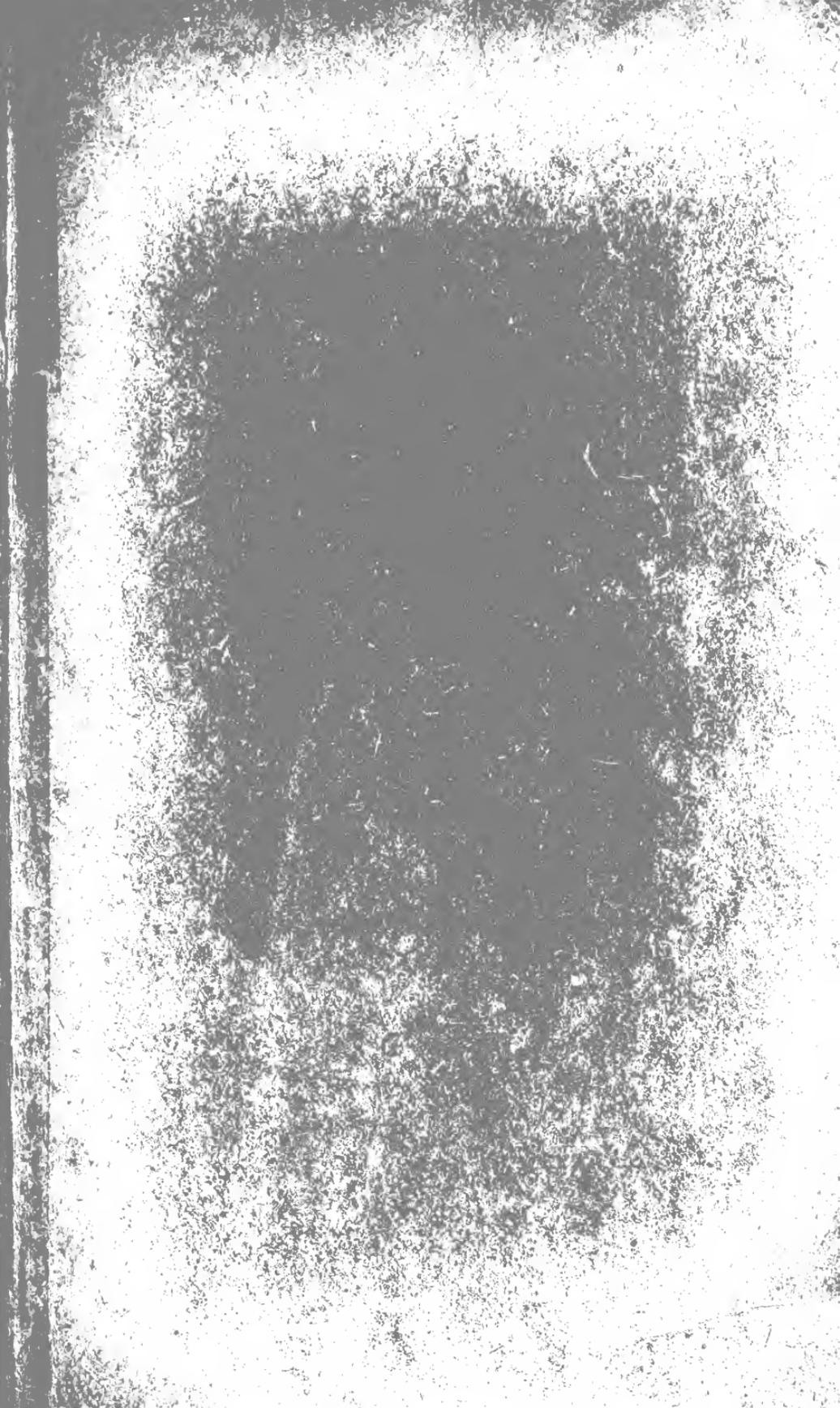


**REPORT**  
OF THE  
**SECRETARY OF THE**  
**NATIONAL WAR LABOR BOARD**  
TO THE  
**SECRETARY OF LABOR**  
  
**FOR THE TWELVE MONTHS ENDING**  
**MAY 31, 1919**





DOCUMENTS  
DEPT.





U. S. DEPARTMENT OF LABOR

*U.S.* NATIONAL WAR LABOR BOARD  
WASHINGTON

REPORT

OF THE

SECRETARY OF THE  
NATIONAL WAR LABOR BOARD

TO THE

SECRETARY OF LABOR

FOR THE TWELVE MONTHS ENDING  
MAY 31, 1919



WASHINGTON  
GOVERNMENT PRINTING OFFICE

1920



LETTER OF TRANSMITTAL.

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WASHINGTON, D. C., *June 3, 1919.*

SIRS: I am transmitting herewith my report as secretary of the National War Labor Board for the year ended May 31, 1919.

Very truly, yours,

W. JETT LAUCK,  
*Secretary.*

HON. WM. H. TAFT,  
HON. BASIL M. MANLY,  
*Joint Chairmen.*  
NATIONAL WAR LABOR BOARD,  
*Washington, D. C.*

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## REPORT OF THE SECRETARY OF THE NATIONAL WAR LABOR BOARD FOR THE 12 MONTHS ENDED MAY 31, 1919.

The National War Labor Board was created as part of the war machinery of the country and it is passing out of existence as the need for war machinery is passing. Its existence has covered a term of barely 13 months, only one-half of which was a period of active hostilities. The War Labor Board served as a means of adjusting labor disputes without stopping production of things essential to the conduct of the war, as a condition under which the board accepted cases was that work should continue without interruption while the case was being considered by the board.

### DISPOSITION OF CASES.

From April 30, 1918, to May 31, 1919, the date of this report, the board has received 1,270 cases, 25 of which were consolidated with other cases, leaving 1,245 separate controversies which had to be passed upon by the board. Of these 1,245 cases, 706 (57 per cent) have been referred to other agencies having primary jurisdiction or have been dismissed because of voluntary settlement, lack of jurisdiction, or for other reasons; 77 (6 per cent) are pending or remain on the docket as undisposed of because of divided vote or suspension; while in the remaining 462 cases (37 per cent) awards or findings have been handed down. In addition the board made 58 supplementary decisions in cases where action had already been taken, making a total of 520 formal awards or findings. This record within a period of less than 13 months is one which unquestionably has never been approached by any similar agency in the history of industry.

An analysis of the disposition of the 1,245 cases referred to is given in the following table:

*Statement showing disposition of cases before the National War Labor Board to May 31, 1919.*

Complaints received:	
Joint submissions -----	193
Ex parte -----	1,052
Total -----	<u>1,245</u>

Disposition of cases:	
Awards and findings made.....	1 462
Dismissed.....	391
Referred.....	315
Pending.....	23
Remaining on docket because board unable to agree.....	2 53
Suspended.....	1
Total.....	1,245

As to the 315 cases which were received by the board and referred to other boards and agencies having original jurisdiction, the following table shows the number referred to each specified agency:

*Number of cases referred to each specified agency.*

Department of Labor, Division of Conciliation.....	164
Department of Labor, Employment Service.....	1
Railroad Administration, Division of Labor.....	13
Navy Department.....	6
Treasury Department.....	1
Post Office Department.....	8
Emergency Fleet Corporation, Industrial Relations Division.....	4
Emergency Fleet Corporation, Labor Adjustment Board.....	6
War Industries Board.....	3
War Labor Policies Board.....	1
Fuel Administration.....	6
Federal Oil Inspection Board.....	1
War Department, various.....	24
War Department, Quartermaster General.....	8
Army Ordnance, Industrial Relations Section.....	29
Signal Corps and Aircraft Production Board.....	20
Board members.....	10
Officers of international unions.....	10
Total.....	315

It will be seen from the foregoing analysis that more than one-half of the complaints referred were sent to the Division of Conciliation of the Department of Labor with the object in view of having the differences adjusted, if possible, without recourse to formal proceedings before the board.

Of the cases removed from the docket of the board without action by formal award or finding, the greater number were dismissed without prejudice because of lack of prosecution or because the board was advised that the parties involved had entered into a formal agreement and no further action by the board was necessary. The following table shows in detail the number of cases removed for each reason specified:

*Cases removed from docket for reasons specified.*

Lack of jurisdiction.....	93
Lack of agreement.....	11
Lack of prosecution.....	159
Voluntary settlement between parties.....	116
Withdrawal.....	12
Total.....	391

<sup>1</sup> Not including 58 supplementary awards, etc., in cases in which action had already been taken.

<sup>2</sup> These 53 cases represent actually only 3 case-groups, as one of the case-groups involves 51 docket numbers.

It should be noted that cases removed from the docket required in many instances as careful consideration by the board or its staff as those cases in which formal awards or findings were made.

### ANALYSIS OF THE WORK OF THE BOARD BY MONTHS, MAY, 1918, TO MAY, 1919.

An interesting insight into the volume of work which might have been developed by the board had not the armistice been signed is set forth in the following table, which furnishes a review of the work of the board by months during the 13 months ending with May 31, 1919:

Month.	Cases placed on docket.			Awards and findings made.				
	Joint submissions.	Ex parte.	Total.	Industrial.	Public utilities.	Total.	Supplementary actions.	Total actions.
May to July.....	38	203	246	13	21	34	.....	34
August.....	29	96	125	4	.....	4	.....	4
September.....	39	180	219	8	.....	8	2	10
October.....	18	133	151	14	12	26	3	29
November.....	24	251	275	17	21	38	3	41
December.....	13	55	68	17	8	25	9	34
January.....	9	78	87	43	12	55	10	65
February.....	3	70	73	35	12	47	6	53
March.....	15	1	16	114	7	121	11	132
April.....	1	4	5	79	9	88	11	99
May.....	4	1	5	15	1	16	3	19
Total.....	193	α 1,077	α 1,270	339	103	462	53	520

α Including 25 docket numbers consolidated.

The rapid expansion of the work of the board during the period of actual hostilities is at once apparent from an examination of the foregoing table. At the time of the signing of the armistice the board had acted on 455 cases but had made only about 72 formal awards and findings, due to the fact that special attention had been given to important cases involving the production of large quantities of munitions, ordnance, and essential war materials. After the signing of the armistice a resolution of the board provided that no new cases except joint submissions would be received by the board after December 5, 1918. Altogether there have been received during the six months since the armistice only 423 new cases, as compared with 847 cases entered on the docket during the six months prior to the armistice. During the six months period since the armistice the board has acted on the 375 cases which were pending when the armistice was signed as well as approximately 400 new cases which have been docketed.

### CHANGES IN PERSONNEL OF THE BOARD.

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

William Howard Taft, joint chairman and public representative of the employers.

Frank P. Walsh, of Kansas City, Mo., joint chairman and public representative of employees.

For employers:

L. F. Loree, of the Delaware & Hudson Railroad Co.

W. H. Van Dervoort, of the Root & Van Dervoort Engineering Co., of East Moline, Ill.

C. Edwin Michael, of the Virginia Bridge & Iron Co., Roanoke, Va.

Loyall A. Osborne, of the Westinghouse Electric & Manufacturing Co.

B. L. Worden, of the Submarine Boat Corporation, Newark, N. J.

For employees:

Frank J. Hayes, of the United Mine Workers of America.

Wm. L. Hutcheson, of the United Brotherhood of Carpenters and Joiners.

Wm. H. Johnston, of the International Association of Machinists,

Victor Olander, of the International Seamen's Union of America,

Thomas A. Rickert, of the United Garment Workers.

These appointments of the Secretary of Labor were approved and affirmed by the President of the United States by a proclamation issued April 8, 1918.

The following appointments and changes in personnel have taken place:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. C. Hood resigned as member of the board on November 19, 1918. P. F. Sullivan, of the Bay State Street Railway Co., of Massachusetts, to be alternate for Mr. Osborne, December 3, 1918.

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

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

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

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

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

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

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

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

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

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

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

### EXECUTIVE SESSIONS OF THE BOARD.

During the summer of 1918 and up to the time of the signing of the armistice in November of the same year, an executive session of the full board or its standing committee was held each week. The usual practice was for the standing committee to meet one week and the full board the following week, although the pressure of work at times was so great as to require the full board to remain in session continuously for a longer period than a week. Altogether 104 days were devoted to executive meetings by the board during the year. This does not include the considerable periods which the board spent in conducting public hearings. As almost all the members had other important duties to perform, the policy was adopted of each member appointing an alternate to represent him when his presence was required elsewhere, so that the adjustment of important matters before the board might not be delayed.

### SCOPE OF BOARD'S AWARDS.

A careful tabulation of the data in the files shows that up to May 22 the awards and findings of the board (excluding 11 for which the information is lacking) directly affected 1,084 establishments

employing 669,496 persons, of whom 80,271 were employees of street railways. These numbers, it is to be emphasized, include only those persons who were specified directly in the terms of the decisions. In very many cases the decision was applied in practice to other employees of a plant than those in whose names the controversy was filed.

Of still more importance is the fact that very frequently a decision in regard to one company was accepted by other companies similarly situated. The information on this point is very limited, but it is known that in very many instances controversies were settled voluntarily or by other adjustment agencies on the lines laid down by existing decisions of the board. Thus it is known that the decision of the board in the Bridgeport case was accepted and applied in the plants of the Remington Arms Co. in other places; and that the street railway decisions have been the basis of voluntary adjustment in Philadelphia, Washington, and many other cities.

Indeed the "principles" of the National War Labor Board as laid down by the Conference Board and as interpreted by the War Labor Board had a vastly wider influence and acceptance than indicated by any mere numerical statement of the persons directly affected by the decisions of the board. Other governmental adjustment agencies—such as the Industrial Service Section of the Ordnance and other branches of the War Department, as well as the labor adjustment divisions and boards of other procurement divisions of the Government—have used these principles and precedents as a manual in their own adjustment work. Moreover, the conciliators of the Department of Labor, whose work during the war has been of far-reaching importance, averted many difficulties by citing the principles and precedents of the board to the parties in controversy and working out an adjustment thereunder.

Of special interest, also, is the large number of strikes and lock-outs averted or called off as a direct result of the board's intervention. The exact number is unknown, but the records show at least 138 instances of this character.

### ORIGIN OF CASES.

The proclamation of the President creating the National War Labor Board conferred upon it jurisdiction in all controversies "in fields of production necessary for the effective conduct of the war, or in other fields of national activity, delays and obstructions in which might, in the opinion of the National Board, affect detrimentally such production."

The jurisdiction, as regards subject matter, thus conferred upon the board was extremely broad, inasmuch as in the reorganization of industry on a war basis there existed very few business activities which did not affect, directly or indirectly, the effective conduct of the war. This is indicated by the fact that the board dismissed fewer than 50 complaints on the ground that war production was not involved.

In practice, however, the jurisdiction of the board was greatly and desirably limited by the further provision of the proclamation that the board should refuse to take cognizance of a controversy "in

any field of industrial or other activity where there is by agreement or Federal law a means of settlement which has not been invoked."

This provision excluded from the consideration of the board, except by way of appeal, large groups of cases where the parties concerned had provided by voluntary agreement for other means of arbitration or where Federal law had provided other arbitration agencies. Thus the vast shipbuilding industry had set up by agreement its own Labor Adjustment Board; the Ordnance Department and other producing departments of the Government had provided special industrial service sections to consider the complaints of their employees; and the coal mining industry had its labor conditions controlled by agreement of all parties with the Fuel Administration. In this way, in a number of the most important industries, means of adjustment of disputes had been arranged for, and controversies therein could reach the board only on appeal. The procedure of the board provided, moreover, that appeals would be heard only on the ground that the principles of the President's proclamation had been violated, or that either party to an award had violated it, or to determine questions of jurisdiction as between Government boards. In no case was an appeal permissible on question of fact.

The cases which came to the board on appeal from decisions of other boards were very few. Perhaps the most important of these was the New York Harbor case, which came up on appeal from the New York Harbor Wage Adjustment Board.

A very large number of cases, however, came to the board by way of reference from conciliation agencies—such as the Department of Labor—which had been unable to adjust the matters in controversy. Thus of the 462 cases in which the board made awards and findings almost exactly one-third came by way of reference from other agencies and two-thirds by way of direct complaint to the board. Most of the cases coming by reference were from the Department of Labor, but some of the most important were referred by the War and Navy Departments and had been previously handled by the Industrial Service Sections of these departments. Such were the St. Louis cases, the Bridgeport cases, the Worthington Pump case, the Smith & Wesson case, and the Newark, N. J., machinists' cases.

It is also of interest to note that of the complaints brought directly to the National War Labor Board about 12 per cent were made by employers or employers' associations; the remainder were made either by groups of employees or, in the case of union shops, by their union representatives.

### EXECUTION OF AWARDS.

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

Particularly during the period of active hostilities the powers of the procurement departments of the Government—such as the War and Navy Departments—were very great, and these powers, as well

as the influence of the President himself, were consistently used in support of the awards of this board. The most striking cases of this kind were the Bridgeport and Smith & Wesson cases. In the former the President told the striking employees he would use the Federal Employment Service and other branches of the Government to their disadvantage if they did not accept the board's award. In the Smith & Wesson case the War Department immediately took over the plant of that company when it refused to abide by the board's decision.

The outstanding fact, however, is that, as long as active war was on, the decisions of the board were accepted almost without exception both in ex parte cases and in cases of joint submission. Since the armistice, and more particularly since the first of the year, the changed industrial conditions, the questioning in some quarters as to the board's authority in the intermediate period between the armistice and the proclamation of peace, and the uncertainty in some minds as to the continued existence of the board, have combined to create a condition when the board's decisions have been less spontaneously accepted.

### HEARINGS BY BOARD AND EXAMINERS.

When the number of submissions to the board became so great as to render hearings by examiners necessary, such hearings almost entirely supplanted hearings before board members. In addition to the heavy requirement of considering the testimony secured by examiners the board heard only cases of peculiar difficulty or listened to oral argument in cases in which the testimony had previously been submitted to examiners. In total there have been 488 hearings held by the board members and by examiners, hearings by examiners being 321, or 66 per cent of the total.

The hearings were distributed as follows:

Hearings held before—

Umpires.....	20
Full National War Labor Board.....	59
Recess or standing committee.....	6
Joint chairmen.....	46
Joint chairmen and section.....	2
Double section.....	1
Board and section.....	1
Sections.....	32
Examiners.....	321
Total.....	488

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

## SPECIAL FIELD REPRESENTATIVES.

At the outset of the board's work it was thought that beneficial results might be obtained by having representatives, designated by the employers' and employees' groups, make preliminary investigations of complaints which were brought before the board. It was expected that these special field representatives might be successful in mediating or adjusting differences, or could prepare special reports as to the facts involved for the consideration of the board. Later these special field representatives were instructed to assist the parties to a controversy in preparing their cases for hearings. This procedure, while sound in theory, did not work out satisfactorily in actual practice, for the reason that it tended to extend or accentuate the original differences as to which complaints were made. As a consequence, in the procedure as finally adopted by the board the use of special field representatives was discontinued.

## ADMINISTRATION OF AWARDS.

The policy of the board has been always to encourage to the greatest possible extent the self-administration of its decisions. In practice, however, even the best drawn awards almost always left room for divergent interpretations. If the differences were small, adjustment could be made by correspondence, but in case of major differences the sending of an examiner as an interpreter and administrator proved to be the only alternative to having the parties bring their difficulties direct to the board. The demand for such service was particularly acute in cases where an award provided for collective bargaining in a plant where collective bargaining had not previously existed. Often the parties in such cases were completely at a loss as to how to begin such a system and imperatively needed counsel with some one familiar with the processes of installing shop-committee systems.

A large number of awards specifically provided that an examiner—or administrator, as he came to be called—should be sent to interpret the award. In addition, a great number of requests for administrators have been received in cases where the award did not specifically provide for the sending of an administrator or where such action was contingent upon a request made by one or both parties. The number of administrators available has never been sufficient to meet all of the requests made. Moreover, the demand for the services of administrators has steadily increased as more and more decisions were rendered by the board, and at present there is a greater demand for such services than at any previous time.

In total, 180 awards and findings have been administered by the Department of Administration of Awards. Administrators have been present in person in 128 cases. The maximum number of administrators at the time of greatest activity was about 25.

The administration of the street railway awards was susceptible of a high degree of standardization. They had a common authorship—all of them were written by the joint chairmen; they related to a single industry of remarkably homogeneous character; and, usually, the employees were highly organized and both parties had been accustomed to collective bargaining.

The industrial awards, on the other hand, presented a bewildering variety of conditions, and have, in many cases, necessitated the installation of elaborate machinery for collective bargaining. A notable instance of this is the Bridgeport case, where over 60 establishments, employing 60,000 persons, were involved. It is of much interest to note that the local board of mediation and conciliation, established under this award, has been accepted by both parties as a permanent institution.

Another striking item in the history of the administrative work was the statement of officials of the Corn Products Refining Co. (Docket No. 130) to the administrator of the board, that the expense of the award to the company, amounting to a million dollars or more, was more than compensated for by the improved classification of occupations worked out by the board and its examiners and by the greater security of industrial relations secured by the award.

### ORGANIZATION OF STAFF.

One of the most burdensome duties laid upon the secretary was that of organizing a staff. In the first place there was the difficulty of securing capable assistants at a time when the pressure on the board for prompt action was greatest and when the man power of the country was in greatest demand for war purposes. More than balancing this, however, was the fact that the work offered in the service of the board was of a character to attract men of the highest grade. As a result, it is believed that the staff as finally organized was, as a whole, of exceptional capacity and merit.

A second and even more important difficulty was the uncertainty as to the character and amount of work which was to be intrusted to the staff. For the more or less routine duties—such as the Files and Docket, Buildings and Supplies, and Auditing Divisions—the work could be forecast with more or less accuracy, but the work of the judicial and administrative examiners—which in time became the most characteristic and important branch of the staff organization—was a matter of development and could not be anticipated at all fully. Thus at the start of its work it was the evident intention of the board, itself or by sections, to hear the parties to each controversy submitted to it. The rapid accumulation of cases submitted, however, soon made such a course physically impossible, and the policy was then adopted of employing a staff of judicial examiners who might take the testimony of parties for digesting and presentation to the board. This use of examiners, however, grew up slowly, through requests of the board and its sections in individual cases, and it was not until some two and a half months after the board's organization that definite authority was given the secretary to handle controversies in this manner.

Similarly as regards the department of administration of awards, the provision of administrators to interpret the board's decisions grew out of the necessities of the moment. The award in the Waynesboro machinists' case was the first recognition of the principle that the board in making an award retained jurisdiction and might assume the duty of helping both parties to put the award into effect. Slowly this became the accepted practice of the board, and as a result the need arose for a staff of special administrative examiners to aid the parties in interpreting and applying awards.

The maximum number of employees on the staff of the board was approximately 250. This point was reached immediately before the signing of the armistice. Since that time the staff has been constantly reduced in accordance with the decrease in the work before the board.

The responsibility and burden of the effective conduct of the work of the board have fallen particularly upon a number of department heads and special assistants. The services of Mr. Hugh S. Hanna, who has acted since the beginning of the work of the board as chief examiner and general assistant to the secretary, have been invaluable. Others who have devoted themselves constantly and unreservedly to the work of the board and who should be especially commended are Prof. E. B. Woods, chief administrator of awards; Mrs. Everett W. Boughton, assistant to the secretary; Mr. J. W. Marshall, assistant to the secretary; Mr. Madison A. Dunlap, assistant to the secretary; Mr. E. Kletsch, chief, division of files and information; Miss Elizabeth A. Hyde, editorial clerk; Mr. Roy G. Bostwick, chief, complaint division; Mr. C. S. Watts, chief, division of investigation; Mr. Wyatt B. Angelo, assistant administrator of awards; Mr. W. P. Harvey, special representative, employees' group; Mr. I. A. Rice, special representative, employers' group; Mr. Charlton Ogburn, in charge of street railway cases; Mr. Arthur Sturgis, administrator, street railway cases; Mr. Francis X. Tyrrell, executive assistant; and Mr. W. F. Ogburn, in charge of the Cost of Living Division.

### SPECIAL REPORTS.

Detailed reports from the departments of the organization have been prepared, as follows:

1. Department of Procedure.
  - (a) Division of Complaints.
  - (b) Docket Division.
  - (c) Division of Public Hearings.
2. Files and Information.
  - (a) Files Division.
  - (b) Editorial Division.
  - (c) Publications Division.
3. Department of Examinations.
  - (a) Division of Investigation.
  - (b) Division of Analysis.
  - (c) Cost-of-Living Division.
4. Administration of Awards.

I have also had prepared four special reports which I have thought would be of interest and value to the board. They are as follows:

1. The work of the public utilities division, by Charlton Ogburn.
2. Analysis of the awards and findings of the board, by Robert P. Reeder.
3. Principles and rules of procedure.
4. Organization and practice of the board.

Respectfully submitted.

W. JETT LAUCK,  
*Secretary.*



## REPORTS OF HEADS OF DEPARTMENTS.

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NATIONAL WAR LABOR BOARD,  
*Washington, May 24, 1919.*

Mr. W. JEFF LAUCK,  
*Secretary, National War Labor Board,*  
*Washington, D. C.*

DEAR SIR: As requested by you I have had prepared and am transmitting herewith the reports of the various department heads of the staff. These reports, taken together, show the work of the staff during its existence of somewhat less than a year, as the board itself was not created until April, 1918, and it was some weeks later that a staff organization was completed. As the active work of the board seemingly is now completed and most of the staff have had their services discontinued, these reports may be regarded as constituting the final and permanent record of the staff's work.

Very truly, yours,

HUGH S. HANNA,  
*Chief Examiner.*

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## REPORT OF THE DEPARTMENT OF PROCEDURE.

Mr. George F. Wells acted as director of procedure until his resignation in May, 1919, to associate himself with the legal division of the War Department, and Mr. Roy G. Bostwick had immediate charge of the work of the various divisions within the department of procedure until his resignation in April. In the absence of both of these staff members the report of the work of this department has been prepared by other members of the department.

The director of procedure, under the organization of the board, had as his principal duty that of seeing that all matters affecting the procedure and expedition of cases before the board were handled in compliance with the forms and methods of procedure adopted by the board. As such, his position was essentially that of legal adviser to the secretary and to the various departments and divisions.

In his capacity as general adviser in matters of form and procedure, the director of procedure followed the work of the board and of the several divisions of the staff, passing upon such questions and making such suggestions and directions as seemed necessary in the interest of the orderly and proper conduct of the business before the board. In this connection he attended all meetings of the board, and himself drafted all orders which the board has directed to be made.

The detailed work of each of the four divisions under the Department of Procedure is shown below. The Complaint Division was in charge of Mr. John R. Tucker until his resignation in January, when it was placed under the direction of Mr. Roy G. Bostwick, who so acted until his resignation on March 1. Since that time the limited amount of work remaining for this division to do was taken up by Mr. C. S. Watts, chief of the Division of Investigation. The Docket Division has been in charge of Mr. J. D. Sutherland. The Division of Public Hearings was organized by Mr. Henry C. Smith, and directed after his resignation by Mr. H. J. McCoy. The official reporting was let on contract, by competitive bid, to Mr. Cale R. Jones, who has reported all of the hearings before the board and examiners except the executive sessions of the board, which were handled by Mr. K. M. S. Johnson, chief of the Division of Typewriting and Stenography.

### COMPLAINT DIVISION.

Under the early procedure of the board the formality of filing a complaint was extremely simple. This aroused objection on the ground that it permitted unauthorized or unrepresentative persons too easily to invoke the attention of the board. To meet this objection amendments were made to the procedure providing that complaints must be filed in specified form, providing for service of complaint on respondent and for answer by respondent, and providing that complaints submitted by employees in shops where the employer did not contract with a union must be signed by at least three employees. A detailed statement of the forms and character of complaints, joint submissions, and answers is given in the "Principles and Rules of Procedure," and need not be repeated here further than to note that the increasing detail in the complaint procedure tended steadily to increase the work of the Complaint Division.

The function of this division has been to examine all complaints submitted to the board, to see that such complaints were in proper form, and to decide, in consultation with the secretary, as to their disposition. The routine of the work as later developed was briefly as follows: Every complaint on receipt was given a number on the complaint register. It was then examined to see that its form met with the requirements laid down by the board. If not, as was usually the case, the complaint was returned with the necessary information as to the form required. Often extensive correspondence was necessary before all the requirements were properly met. When a complaint was in proper form, or rendered so by correspondence, it was entered on the regular docket and given its proper number. If it appeared from either the original complaint or supplemental correspondence that the controversy involved was one that should be referred to some other governmental board or agency, it was so referred after being given a docket number and after consultation with the secretary. If, on the other hand, the controversy appeared to be properly within the board's jurisdiction the perfected complaint was transmitted to the department of examination for service and further proceedings.

In cases of joint submission substantially the same routine was observed, one of the parties being construed as a complainant against

the other in order that the issues in dispute might be clearly set out. Also, it was necessary to follow a similar routine in cases referred to the National War Labor Board from other governmental boards and agencies, as the terms of reference were almost always lacking in the detail necessary to the joining of the issues contemplated in the board's procedure.

While most of the work of the division was carried on by correspondence, a very large part of its time was taken up in interviews with persons who wished information regarding the procedure to be followed in filing complaints or who desired personal assistance in filling out the necessary papers. Not infrequently parties desiring jointly to submit a controversy to the board for adjudication called at the office in person and there made all the necessary arrangements for bringing the matter properly to the board's attention.

The work accomplished by this division is measured by the number of cases handled by the board, plus the number of complaints which were entered on the complaint register but did not result in perfected complaints. In total there were approximately 1,600 complaints thus handled, of which 1,270 became docketed cases.

#### DOCKET DIVISION.

It has been the duty of the docket manager to have charge of two records. In one, called the appearance docket, is kept a chronological record of the steps relating to the status of the case from its inception, either by original complaint or by reference from some other governmental department. To do this it has been necessary to get information from the Division of Files, the director of hearings, Division of Investigation, director of procedure, chief administrator, and the secretary's office, as well as the minutes of the board's meetings.

The other volume is called the permanent docket, and sets forth in detail all the actions described in the appearance docket collected so as to appear on the day in which such entry took place. In this volume have been set forth in detail all awards and orders of the board; hearings, stating before whom such hearings were held and the appearance of the parties, if any; resolutions of the board; complaints; and all matters necessary to make a full and complete record of each day's business, whether transacted by the board, the staff, or the parties themselves, or the related departments of the Government.

In the early stages an abbreviated docket for the use of the joint chairmen was provided for, but after continuing for about three months, and containing cases up to No. 561, it was thought best to abandon this for the reason that another system had been devised by the staff which was more satisfactory.

All dockets are indexed with a system of card files. There were also prepared three sets of cards, each of 1,126 cards, for the use of other divisions. These contain entries identical with those of the appearance docket.

It has been necessary to have an assistant and three stenographers most of the time in order to complete the work of the division.

### DIVISION OF PUBLIC HEARINGS.

Every hearing held before the board or before examiners, and every meeting of the board outside of Washington, necessitated the securing of a court room, and usually also the provision of some one to act as sergeant at arms. This has been the work of the Division of Public Hearings. Immediately a hearing was set the Division of Examination so notified the director of public hearings, who thereupon made the necessary arrangements for securing a hearing room in the city where the hearing was to be held. This could sometimes be done by telephone or correspondence, but usually was done by an assistant director of hearings, who went to the hearing place a day or two before the hearing, secured a satisfactory room and then remained for the hearing itself, where he served as sergeant at arms and performed such other duties as might arise.

With the exception of perhaps a dozen cases, chiefly on the Pacific coast, the director of public hearings has arranged for a hearing room and has furnished an assistant director in person at every hearing before members of the board or before examiners. Also at every meeting of the board the director of hearings has been present and attended to such duties—keeping order, serving summonses, taking charge of papers, etc.—as arose from time to time.

In order to reduce to a minimum the amount of traveling, each assistant director was given a geographical district, with headquarters at some central point, such as Boston, Chicago, Kansas City. The number of such assistants varied with the pressure of work, the maximum number employed at the time of greatest pressure being 12.

### DEPARTMENT OF FILES AND INFORMATION.

The plan of organization provides that this department should consist of three divisions—files, publications, and editorial. Miss Elizabeth A. Hyde has been the assistant in charge of editorial work.

#### DIVISION OF FILES.

As outlined in the organization and practice of the board, this division has been concerned principally with the conservation and classification of all documentary material dealing with cases before the board.

With this end in view, a simple but thorough scheme of classification was devised late in May, 1918. In devising this scheme and in all subsequent changes the guiding principle was that the free and broad use of material by the board members, the staff, and the public was of far greater importance than a highly technical and cumbersome system of filing.

Under the developed scheme of classification all material has been stamped and classified as belonging to, first, general correspondence; second, the personnel; and third, the docket. Main entry and all necessary index cards have been prepared at once for the general index, the docket, the record of hearings, and all other files, with the classification mark in the left upper corner. With this distinguishing mark affixed, papers then have been filed under one of the three groups.

General correspondence has been strictly alphabetic, as has also the personnel file. The docket group, by far the largest, has been filed by docket number. Under each docket the matter appertaining thereto has been arranged chronologically. All original documents have been maintained in the docket folder with the exception of complaints, joint submissions, and signed copies of the awards. These three documents have been kept in a safe and copies only put into the docket folder.

Beginning with a staff consisting of a chief and one assistant in May, 1918, the personnel of the division was increased from time to time until a total of 16 assistants were employed in February, 1919. This rapid growth of the personnel was due to several reasons. One important cause was the location of the files in a different building from that in which the board rooms were located. This necessitated the stationing of an assistant at the board room and also entailed increased work in transferring files and procuring documents for the meetings and hearings of the board. Upon the removal of the board from the Southern Building to the Massachusetts Avenue building, all files were located in the main file room with the exception of the street railway material, which was kept in the Southern Building with an assistant in permanent attendance.

While the Department of Files and Information was primarily concerned only with the physical upkeep of the files, the department soon outgrew these limits and began new activities. The issuance of a bimonthly list of pending cases was one of the first new duties assumed by this division and when it is taken into consideration that at the height of the board's activities the number of pending cases was as high as 448, it is easily seen that the issuance of such a list was no small undertaking. Simultaneously with the pending list, a list of referred and settled cases was made from time to time.

Another undertaking of the department was the mimeographing of the minutes and their distribution to board members and to the staff. During the busy months of the board, when complaints were received at the rate of from 10 to 15 a day, all original complaints were mimeographed and distributed to board members and parties in interest. In addition a numerical docket issued weekly, or as near weekly as possible, was kept up and distributed. It forms the official record numerically of all cases received by the board.

During the life of the File Division numerous indexes were kept, such as an index to localities, one to trades and occupations, etc. Desk files of pending cases were kept in the offices of the joint chairmen, several board members, the secretary, the chief examiner, the division of procedure, and the division of analysis.

With the growth of the minutes it was found advisable to bind the first 207 pages. The index for this volume was prepared by docket number, subject, and title. The same procedure was followed with Volume II and Volume III of the minutes. Transcripts of executive sessions also were indexed immediately.

Of much importance was the work in connection with hearings, transcripts being circulated as freely as library books, requiring much physical work in charging and discharging records. The physical amount of work done by the division, i. e., the charging and delivery of documentary material, was enormous; at times over 100 individual charges per day were recorded.

The subscription to news clippings and to numerous papers throughout the country suggested a review of news articles relating to the War Labor Board, and such a daily news letter was started in due time and supplied to board members and others. Close cooperation with the Docket Division was constantly maintained and assistance given whenever required.

#### EDITORIAL AND PUBLICATIONS DIVISIONS.

The editorial section has prepared the board's decisions for mimeographing, comparing the copy with the original in every case, and later has prepared the matter for the printer and read the proof. An effort has been made to check the names of firms and individuals with letterheads or signatures whenever possible. Following a resolution of the board in August, 1918, a few awards were rewritten and were then submitted for approval to the sections making them. Later it was decided that changes by the staff should be made only in cases of error, and the awards as printed now are exact copies of the originals except in matters of punctuation or capitalization.

The awards and findings and a few documents in connection therewith, including all cases passed upon to date, comprise about 700 printed pages of text and 335 title pages. Of each of these various documents 5,000 copies were printed, with the exception of President Wilson's letter to the striking employees at Bridgeport, of which 30,000 copies were ordered.

The first and second editions of the Principles and Rules of Procedure, printed early last year, were somewhat bulky for mailing, being printed on one side of the paper only. On August 9, 1918, an order for 5,000 copies, and on September 5 an order for 20,000 were sent to the Public Printer. This form comprised only 4 pages and was on thin paper. An order for 10,000 copies of a later, revised edition, containing the procedure as amended to date, was sent to the printer December 21; the proof was revised by the board and the printed copies were received in March, 1919. This pamphlet consists of 14 pages, title, and contents.

One thousand copies of the Organization and Practice of the Board as adopted and amended to December 10, consisting of 7 pages and title, were ordered printed in January.

On October 8, 1918, 2,000 copies of the general instructions for the election of shop committees were ordered—2 pages, with no title page.

In addition, the printing office supplied 1,000 post cards for use in connection with the mailing of full sets of awards, and 5,000 letter forms for the transmission of copies of complaints. The Division of Publications and Supplies, Department of Labor, addressed by machine several thousand envelopes or franks.

Besides keeping on hand a supply of the mimeographed or printed decisions of the board and certain other material, to be given out upon request, the mailing section (publications) has been occupied as follows:

It has supplied correct copies of awards for the signature of the Secretary and has sent such copies, by registered mail, to complainant and respondent and others specially interested. On account of the

amount of registered mail sent to the post office this board was given, on November 27, a "firm book" and a supply of return-receipt cards, and was assigned a series of numbers for the letters mailed, thus relieving the post office of all work except the mere signing of the sheets and the stamping of the dates. Since that time this office has sent out almost 1,400 registered letters. For the period March 15 to 31, inclusive, the average was 29 each working day. Until this pressure in March, each copy of a decision going out by registered mail was accompanied by a typewritten letter, but mimeographed form letters then were substituted—dated, addressed, and signed by hand, however.

The mailing section also has supplied mimeographed copies of the decisions to the board and the staff, mailing them to examiners in the field whose addresses could be ascertained. Copies have been sent by messenger to various Government boards or bureaus—the Division of Conciliation, for example, receiving 45 copies of each award within a few hours of its stenciling. Printed copies, as well as mimeographed, have been sent to the parties in interest. Finally, the task of mailing the printed awards to the persons receiving only printed matter (now 400 in number) and of mailing mimeographed copies first and printed copies later to those who can not wait for the printing (now 150 in number), has been enough to occupy almost the entire time of one person.

ERNEST KLETSCH,  
*Chief, Department of Files and Information.*

## REPORT OF DEPARTMENT OF EXAMINATION.

The primary work of the Department of Examination has been the collecting and digesting of testimony and other information regarding controversies before the board for the use of the board or sections in arriving at proper settlements of such controversies. Originally it was the probable intention of the board to have the parties to each controversy appear before either the full board or a section thereof, for presentation of testimony and oral argument. But the rapid accumulation of controversies submitted for adjudication soon made such a course physically impossible. Thereupon, the policy was adopted of employing a staff of judicial examiners who might take the testimony of parties for digesting and presentation to the board, which thereupon could determine whether sufficient facts had been deduced to permit it to render a decision or whether further hearings by the board itself would be necessary. In almost all of such cases it has been found that further taking of testimony was not necessary, although in a number of instances the board has felt it desirable itself to hear oral argument of the parties on the testimony previously submitted to examiners.

At first the attempt frequently was made to obtain the desired information by sending an examiner to make an investigation by visiting and interrogating the respective parties. But this method was found much less satisfactory, as a rule, than the method of public hearings, when full opportunity was given for examination and cross-examination. Frequently, also, the bringing together of the parties at a hearing had a conciliatory effect. In a number of cases misunderstandings were cleared up and amicable settlement reached

as a result of the discussions and explanations evoked in the course of hearings before examiners.

The work of the Department of Examination has been carried on through two main divisions: (1) The Division of Investigation, which handled all matters dealing with the conduct of examiners' hearings, the serving of perfected complaints upon respondents, the summoning of witnesses, and the conduct of all investigative work ordered by the board or secretary; (2) the Division of Analysis, which assembled and digested for the use of the board or sections, the testimony, exhibits, cost-of-living data, and other information relative to controversies submitted for decision.

The assignment of the members of the department between these two divisions could not always be strictly maintained. At times, under the pressure of circumstances, it was necessary to shift the members of one division to temporary service on the other division. But, in general, it was found that under the conditions existing the separation of functions was a desirable one and promoted efficiency. This was so for the reason that the transcripts of hearings, the exhibits, the briefs and other papers submitted by the parties to a case—all of which were essential in the preparation of the final examiner's report—usually did not reach the office for several days, and sometimes not for two or three weeks, after a hearing had been held. As a result, the early plan of having the same examiner who heard the original case prepare the final report proved in most cases unsatisfactory, although under conditions of less pressure it would undoubtedly be better to have the same examiner handle a case from beginning to end.

Under the system developed, the judicial examiner on completion of a hearing immediately prepared and sent to the office a brief preliminary report on the case, and was thereupon free for another assignment. This preliminary report, together with the transcript of the hearings and other papers, sometimes very voluminous, was then taken by the Division of Analysis and used in preparing a final examiner's report for transmission to the board or to the section having the case before it. Before such transmission the report was, in every case, read and approved by the chief examiner and the secretary, and, when occasion demanded, was sent to the examiner who conducted the hearing for criticism and revision.

Mr. Claude S. Watts has acted as Chief of the Division of Investigation. The Division of Analysis was organized and directed by Mr. Roy G. Bostwick until his resignation on March 1, when he was succeeded by Mr. A. M. Jamieson. A special section of the Division of Analysis to collate and analyze all data regarding increased cost of living has been under the direction of Mr. W. F. Ogburn.

A brief statement of the work performed by each of these divisions and sections is given below:

#### DIVISION OF INVESTIGATION.

The Division of Investigation has arranged 488 hearings, divided as follows:

Hearings before umpires.....	20
Hearings before full National War Labor Board.....	59
Hearings before recess committee.....	6

Hearings before joint chairmen.....	46
Hearings before joint chairmen and section.....	2
Hearings before double section.....	1
Hearings before board and section.....	1
Hearings before sections.....	32
Hearings before examiners.....	321
Total.....	488

The total number of hearings does not indicate the number of cases dealt with or disposed of in this manner, however, as in many instances two or more cases—as many as 22 in one instance—were included in one hearing. The total number of cases in which hearings of one kind or another have been held is, therefore, considerably in excess of 479 and approximates 600. In the great majority of these the hearings were conducted by the judicial examiners of the staff. Forty such examiners were regularly and constantly engaged in this work during the period of the board's greatest activity.

These examiners were drawn from many professions and fields of business activity. Many were attorneys, others were newspaper and magazine writers and investigators, some were college professors, and others were recruited from the business world, where they had had experience in dealing with industrial relations problems that especially qualified them for this branch of the National War Labor Board service.

When the papers in a case were certified to the Division of Investigation as having been approved by the Division of Complaints, the Chief of the Division of Investigation served copies of these papers on the several parties to the case where such service was indicated in the board's procedure (this service was usually made by registered mail) and then ascertained or determined whether the hearing in the case should be held before the full board, before a section or double section, before the joint chairmen, or before examiners. He then set a date and place for the hearing and sent out telegraphic notices thereof and summonses for witnesses to the several parties to the case,

Examiners' hearings were usually held in the field, at the place where the case originated or the nearest and most available point. This was a measure of economy as well as one of expediency, for an examiner and his necessary assistants could be dispatched to a distant city and a hearing held at far less expense to the Government than if the parties to the case and needed witnesses were summoned to Washington. Hearings before the full board or sections were usually held in Washington or in one of the other larger cities of the country.

Except in cases of unusual importance it has been the rule to assign only one examiner to a case, but in building up the staff in the earlier part of the board's work it was frequently necessary to send a new examiner with an older one in order that he might acquaint himself with details of procedure through actual experience in association with a colleague more matured in the service.

Cases when ready for judicial hearings have been taken up and disposed of in the order in which they were placed upon the docket in so far as this could be done; but, in instances of especial emergency, such as cases in which an executive department or other governmental agency requested immediate action, this rule has been waived. The actual determining of the date of the hearings, however, has been in the discretion of the Chief of the Division of

Investigation, and he has exercised this discretion solely with a view to expediting the consideration and disposal of cases on the docket. The matter of the assignment of examiners to conduct the hearings has likewise been at the discretion of the chief of the division, but the effort has always been made to assign examiners to cases for which they were peculiarly fitted or qualified by reason of experience or otherwise. This rule led to the permanent assignment of Examiner Charlton G. Ogburn to cases involving street railway controversies and other public utility cases. Mr. Ogburn held practically all of the hearings in cases of this character, and in several instances, notably in Newark, N. J., Savannah, Ga., and Denver, Colo., in proceedings incident to hearings was personally instrumental in adjusting and reconciling differences that had precipitated acute situations.

Three sets of records were kept in the Division of Investigation: First, a record of all papers served in cases reported from the Division of Complaints; second, a card index of all cases in which hearings were held, showing by whom hearings were held, when notices were issued, when and where held, and all other essential data relating thereto; and third, a record of the movements of all examiners.

All correspondence relating to cases in progress of consideration was also handled by this division, and from 100 to 150 telegrams and letters were frequently sent out from this office in a single day.

#### DIVISION OF ANALYSIS.

The Division of Analysis was organized with the primary function of handling cases in their post-hearing status and presenting them adequately, fully, and promptly for the consideration of the section of the board to which they had been assigned.

Before it was created a staff had been formed to do what might be called experimental work in the field of editorial examination and in the statistical presentation of wage data, etc., but it was not until the Division of Analysis came into existence that this work was placed upon a firm footing.

The principal work of the staff of this division was the preparation, in each case coming before the board, of an "examiner's final report." This was in effect a digest, abstract, and summary of the case in question from the hour that the first request for the intervention of the National War Labor Board was made until the whole proceeding was ready for the preparation of an award or finding by a section of the board.

In the course of five months, the Division of Analysis prepared approximately 150 reports, involving some 425 establishments. Some of these reports were lengthy and intricate, involving a week or more in preparation. This does not include street car cases, as it was found more effective to have reports in these cases handled by the special street railway section of the Division of Investigation.

During the months of November and December, 1918, and January, 1919, the Division of Analysis maintained a staff of eight men, and an organization was created which served greatly to facilitate the work of the board. In some cases the examiner's reports were supplemented by tentative awards drawn up by members of the staff of the Division of Analysis at the direction of the secretary.

Other work of digesting also was done, including a canvass of the docket of pending cases from time to time. The coordination of the data contained in original complaints, correspondence, telegrams, etc., involved research work which, it is believed, served greatly to accelerate the hearing and consideration of various cases.

#### ESTABLISHMENTS AND WAGE EARNERS COVERED BY AWARDS.

The following data, assembled by the Division of Analysis, show with fair accuracy the extent to which the awards and findings of the board have, up to May 22, 1919, directly affected the industrial life of the country.

	Industrial cases.	Street railway cases.	Total.
Awards and findings.....	370	89	459
Establishments affected.....	995	89	1,084
Wage earners directly affected.....	a 589,225	50,271	a 669,496
Strikes averted or called off as direct result of board's intervention..	98	40	138

a Not including 11 awards for which number of persons affected is not known.

The number of wage earners directly affected by awards and findings of the board is thus seen to be 669,496. This number includes only those employees who were specified directly by the terms of the decision. In many cases the decision was applied in practice to very many more employees of a plant than those in whose name the controversy was filed. Also in many cases a decision in the case of one plant and its employees was accepted and applied by other plants similarly situated. The number of wage earners ultimately affected by the board's decisions was thus much greater than the number directly affected.

#### COST-OF-LIVING SECTION.

At the time of the beginning of the board's activities the great rise in the cost of living had precipitated a crisis in the lives of many wage-earning families, for wages had not risen to correspond with the rise in prices of household commodities. The unrest found outlet in a demand that wages be raised, commensurate with the cost of living. A number of wage-setting boards, commissions, and employers had raised wages by the same percentage that the cost of living had increased, as determined after special surveys; this was notably true of awards of the Shipyard Labor Adjustment Commission and the Railroad Wage Commission. Realizing that the changes in the cost of living would be a vital element in the wage settlements of the board, Prof. William F. Ogburn, of the University of Washington, who had made two surveys of the rise in the cost of living for the Shipyard Labor Adjustment Commission, was appointed as examiner for the board. Part of his duties was to furnish the board accurate figures on the changes in the cost of living according to time and locality, and also to serve as an authority on standards of living according to industry and classes of workmen.

One of the principles and policies of the National War Labor Board declared the right of all workers to a living wage and stated that minimum rates of pay should be established to insure reasonable health and comfort. The importance of the subject, and its complexity, made it very necessary to make the compilation and working up of the data scientific and accurate to the highest degree possible. This involved a considerable amount of detailed research, and three assistants were shortly afterwards provided. This force was continued substantially without change, save in cases of special surveys, when additional assistance was borrowed temporarily from other departments.

The demand for data was immediate, particularly in connection with certain street railway cases. A collection and digest of the researches of various authorities on cost of living were made. The United States Bureau of Labor Statistics kindly extended the use of its files of original material, much of which was tabulated. Certain tentative results were reached, and then a number of experts and authorities, all who were readily available, were called for especial consultation, particularly in regard to food requirements and minimum standards of living.

About the middle of July, a memorandum embodying the best available conclusions at that time on the cost of living, a booklet of 150 printed pages, was prepared and presented to the board. This report represented—

1. Conclusions as to the extent of the increase in the cost of living in various localities, and for the United States as a whole, and
2. The most scientific estimates of the bare minimum of subsistence and of the standard of living embodying a reasonable amount of health and comfort. It also included—
3. A large number of special reports of various experts on particular phases and aspects of the cost of living.

These data were prepared as especially bearing on the declared policy of the board regarding a living wage and minimum rates of pay.

As a result of this work the cost of living was observed to be changing monthly, and it seemed desirable that there should be a continuous revision of the figures. To do this it was quite evident that a country-wide cost-of-living survey was imperative. As it was impracticable for the staff of the board to attempt such a task, a cooperative arrangement was made with the United States Bureau of Labor Statistics which was in possession of an adequate number of statistical machines and had in its employ several score of trained investigators and statisticians. The Commissioner of Labor Statistics secured an allotment of \$300,000 for this purpose from the President. The survey was begun immediately and continues to the present date, about 100 localities in all parts of the country having been investigated. The planning of the survey, the selection of localities, the making of the schedules, the compilation and working up of the data, were done through almost daily collaboration of the cost-of-living force of the War Labor Board and the Bureau of Labor Statistics, in order that the data be for such localities and industries, for such periods, and in such a form as to be most valuable for the uses of the War Labor Board in making its decisions.

The general cost-of-living survey mentioned in the preceding paragraph furnished data for periodic measures of the increased cost of living. A large number of awards by the board provided for a revision of the award at certain intervals to meet changes in conditions. The signing of the armistice so curtailed the work of the board that there have been very few requests for reopening. The cost-of-living force of the board, however, prepared and had ready for use of the board the necessary information by localities in case it were needed.

In certain street railway cases that have come before the board from cities for which there were no adequate cost-of-living data the need for such information has been so great that it was necessary to make special surveys. On such occasions surveys were made, by the cost-of-living department of the War Labor Board, of Philadelphia, New Orleans, and Memphis.

No small part of the cost-of-living work of the board has been the general bureau of information used in answering requests. Quite a number of examiners at various times have come to the cost-of-living department for particular information on cases, and have asked for reports on particular cities and for specific periods. Less frequently, members of the board have sent in requests.

On two occasions Mr. Ogburn was called by subpoena as a witness on cost of living, once before Judge Alschuler in Chicago and at another time by Senator Smith, of Arizona, before a congressional committee. Mr. Ogburn was also requested by a member of the board to testify at the hearing on the New York Harbor case.

HUGH S. HANNA,  
*Chief Examiner.*

## DEPARTMENT OF ADMINISTRATION OF AWARDS.

As soon as the awards of the board became at all numerous there was apparent the necessity of specializing the work of supervising the execution of their various provisions. The Division of Administration of Awards accordingly was created by the Secretary.

The policy and practice of the board has been to encourage to the greatest possible extent the self-execution of its findings and even of its awards. In a very large number of cases, however, it was specifically provided in the award that an examiner—or an administrator, as he came to be called—should be sent to interpret the award and to assist in carrying out its provisions, particularly those having to do with collective bargaining. In addition, a vast number of requests for administrators has been received in other cases where the sending of an administrator was not provided for in the award or was made contingent upon such a request being made by one or both of the parties. The number of administrators available has seldom been sufficient to fully meet these requests for interpretation, mediation, or supervision of shop elections, as the case might be.

At certain stages of the work, particularly during the last two or three months, much of this had to be attempted by correspondence, due to the reduction of the staff to a fraction of its former strength. These efforts have not proved satisfactory in most cases because of the impossibility of getting effective cooperation from companies

*View is Award broken down after you can't effectively admit from*

and bodies of workmen with little or no experience in the mutual adjustment of labor difficulties through conferences between management and shop committees. It has generally been found that where such experience was lacking there was no adequate substitute for the personal work of an administrator on the ground. Often in two or three days an administrator has been able to eliminate old, half-conscious causes of misunderstanding, to allay mutual suspicion and ill will, and to leave the parties to the award with a new conception of their relation to each other and their duty to the country in a time of crisis.

Taking all cases into consideration, a total of 180 awards and findings have been administered by this division, including 71 street railway cases. Administrators have been present in person in 128 cases, including 72 industrial and 56 street railway cases.

The administration of the street railway awards was susceptible of a high degree of standardization, due to the fact that, unlike the industrial awards, they had a common authorship—all of them being written by the joint chairmen—and, more important still, they related to a single industry of a remarkably homogeneous character. When the outstanding problems of administration had therefore once been encountered and solved these solutions could be applied with only slight modifications to scores of cases which arose subsequently. Another factor which can hardly be overemphasized in this connection was the highly organized character of the employees in the street railway industry. Instead of being obliged to spend weeks and even months building up systems of representation of workers so that there might be proper persons with whom to deal on behalf of employees a strong and thoroughly organized international union, which was already in contractual relations with the companies, was encountered in most cases. This avoided the delay and expense otherwise inevitable in the administration of award.

The industrial awards, on the other hand, have presented a bewildering variety of conditions and have in many cases necessitated setting up elaborate machinery for the institution of collective bargaining between company and employees. This was conspicuously true of the Bridgeport award, where over 60 establishments, employing 60,000 men and women, were involved. In the original elections held there in September, 1918, for the purpose of choosing delegates to a workers' convention, which subsequently chose three labor members of the local board of mediation and conciliation, a force of 30 agents of the board was required for a brief period, a force larger than the total number of administrators, which never exceeded 25. The additional agents used at these elections were recruited from other divisions of the staff. At the later shop elections in Bridgeport; at Bethlehem, where shop committees for 30,000 workers were elected; at the Philadelphia Rapid Transit Co.'s branches; at the various plants of the Corn Products Refining Co., and in other important awards, several administrators were required for considerable periods, while the principles of the board relating to collective bargaining were being translated into actual operating systems in accordance with the terms of the awards.

At the plants of the General Electric Co. at Lynn, Pittsfield, and Schenectady, at Bethlehem, at the Midvale Steel Co., at Bridgeport,

and in numerous other cases, prolonged negotiations under the auspices of administrators were required in order to work out the adjustments called for by the awards of the board.

A large part of the work of administration of awards has been quasi-judicial in character, consisting in part of the holding of hearings to determine the rights of employees to reinstatement in their old positions, or to increased wages, or to back pay under the findings of the board. An even larger task, likewise quasi-judicial in character, has been the work of interpretation of the awards and findings. Language which has appeared, when read over at Washington, to admit of but one construction, to be proof against troublesome exceptions and to cover every possible contingency, has proved over and over again to require interpretation when read in the factory or mill in the light of the technical details about which only persons on the ground can be adequately informed.

Hence, it has been necessary for very numerous rulings to be handed down by administrators in the field. In case of doubt, they have consulted with the chief administrator and the Secretary, and in cases where the original intent of the award or finding was in question, resort has been had to the section of the board which wrote the award. In a few cases these rulings have been reversed upon subsequent appeal to the board by one of the parties at issue, but in the vast majority of cases they have stood as the recognized interpretation of the meaning and intent of the instrument and have been so applied.

In the street railway awards a total of 142 separate points were ruled upon by the administrators, as many as 15 points coming up in connection with a single award. The items covered by administrators' rulings in the industrial awards would reach a total of many hundreds. In the Bridgeport and Corn Products cases, approximately 30 rulings each were handed down, many of them covering very difficult and complicated problems of wage computation, classification of occupations, alleged discriminations, and other technical matters involving an extensive investigation on the ground. Such rulings ordinarily were handed down only after such an exhaustive canvass of the situation with all parties involved, that they virtually represented a consensus of opinion. Some administrators found it possible in this way to so eliminate excessive claims and unreasonable contentions that they had merely to promulgate, as an official ruling, what both parties to the award had agreed to be a fair settlement. This was notably the case with the Kewanee and Corn Products rulings, which embody some of the most striking results of the work of this division.

A number of women representatives, under the direction of Miss Marie Obenauer, were attached to this division for a time, in order to supervise the execution of such features of the awards and findings as related specifically to women workers. With the signing of the armistice, however, a very rapid demobilization of women war workers began, and it proved, therefore, unnecessary to retain this force as a permanent feature of the work.

A valuable feature of the work of administration of awards was that carried on by Dr. Howard Fisher, who was designated to supervise the execution of the sanitary provisions which are found in a

considerable number of awards. He personally visited mines, smelters, and industrial establishments in many sections of the country, interpreting requirements of the board in regard to the hygiene and safety of workers. He was also able to submit valuable reports to the secretary of the board in certain cases, in advance of the handing down of a decision by the board.

Detailed reports upon the principal awards which have been administered are on file with the secretary of the board, together with copies of the principal documents which have grown out of the work of this division.

Mr. Wyatt B. Angelo has acted as assistant chief of this department from its inception.

ERVILLE B. WOODS,  
*Chief Administrator.*

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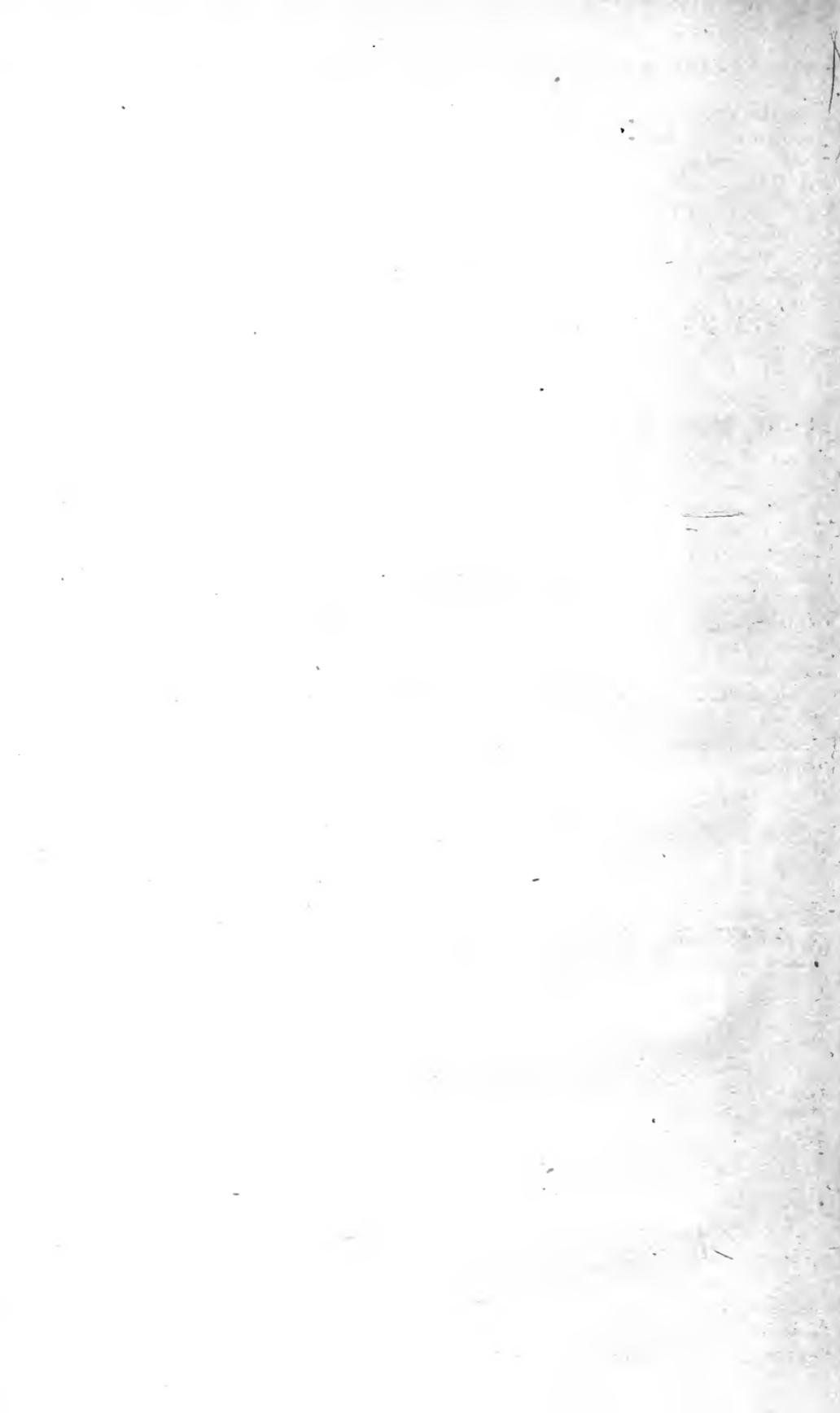
# APPENDIX I



## SPECIAL REPORT ON PUBLIC UTILITY CASES

By

CHARLTON OGBURN



## APPENDIX I.

### SPECIAL REPORT ON PUBLIC UTILITIES CASES.

NATIONAL WAR LABOR BOARD,  
Washington, May 27, 1919.

MR. W. JETT LAUCK,  
*Secretary National War Labor Board,*  
Washington, D. C.

Pursuant to your request, the writer herewith makes a report to you of all electric railway cases which have been before the War Labor Board.

Electric railway cases were segregated by you and placed in the hands of a special unit, under your direction, both for the purpose of investigations prior to awards and for interpretations subsequent to awards. All electric railway cases were referred to the joint chairmen, as a section, for their report to the board and findings.

The preparation of these cases for the consideration of the joint chairmen, and the administration of the awards made in these cases, were in the hands of this special electric railway unit, under your direction.

#### I. HEARINGS.

(a) Hearings, including evidence and arguments submitted, covering electric railway cases, were held as follows:

23. Joplin & Pittsburg Railway Co.; before joint chairmen, Kansas City, May 24, 1918.

26. Philadelphia Rapid Transit Co.; before the board, Washington, May 24, 1918.

31. Cleveland Railway Co.; before joint chairmen, Chicago, May 28, and Washington, June 24 and 26, 1918.

32. Detroit United Railway Co.; before joint chairmen, Chicago, May 28, and Washington, June 24 and 26, 1918.

42. Scranton Railway Co.; before joint chairmen, Scranton, Pa., June 2, and before examiner, Scranton, June 11 to 13, 1918.

43. East St. Louis Lines (East St. Louis & Suburban Railway; Alton, Granite & St. Louis Traction Co., and East St. Louis Railway Co.); before examiner, St. Louis, July 13, 1918.

44. Schenectady Railway Co.; before examiner, New York City, July 12, 1918.

57. Cleveland, Southwestern & Columbus Railway Co.; before examiner, Columbus, Ohio, July 17 and 18, 1918.

59a. Chicago Surface Lines and Chicago Elevated Railways; 59b, Chicago & West Towns Railway Co.; 59c, Evanston Railway Co.; before board, June 12; before examiner, Chicago, July 12 to 15, and before joint chairmen, Washington, July 22, 24, and 25, 1918.

69. Public Service Railway Co. of New Jersey; before joint chairmen, Newark, June 9, and Washington, June 22, and before examiner, New York City, July 12, 1918.

72. Portland (Oreg.) Railway, Light & Power Co., city lines; before board, June 12, before joint chairmen, June 24, and before examiner, July 20, 1918, all in Washington.

83. Jacksonville (Fla.) Traction Co.; before examiner, Washington, July 20; in Jacksonville, October 17, and Washington, November 12-13, 1918.

93. Kansas City & Western Railway Co.; before examiner, Kansas City, July 16 and 17, and July 20, and before joint chairmen, Washington, October 2, 1918.

96. United Traction Co., Albany, N. Y.; before joint chairmen, Washington, June 22, and before examiner, July 12, New York City.

98. New Orleans Light & Power Co.; before joint chairmen, Washington, June 22, with rehearing September 30, and before examiner, Washington, September 23, 1918.

109. Galesburg Railway, Lighting & Power Co., Galesburg, Ill.; before joint chairmen, Washington, June 22, before examiner, St. Louis, July 13, and on rehearing before joint chairmen, October 2, Washington, and before examiner, November 21, 1918, in Washington.

120. New York State Railways, Rochester, N. Y.; before examiner, July 12, 1918, New York City, and before joint chairmen, Washington, July 22. Intervention of Rochester & Syracuse Railroad Co., before joint chairmen, Washington, October 16, 1918.

131. Pennsylvania-New Jersey Railway Co.; before examiner, New York City, July 12, 1918.

146. Columbus Railway, Power & Light Co., Columbus, Ohio; before examiner, Columbus, July 17, 1918.

150. Dayton Street Railway Co., Peoples' Railway Co., City Railway Co., and Oakwood Street Railway Co., all of Dayton, Ohio; before joint chairmen, Washington, July 20; before examiner, Washington, September 26 and October 2, 1918.

152. International Railway Co., of Buffalo, N. Y., before examiner, New York City, July 12, 1918.

154. Omaha Street Railway Co.; before examiner, Kansas City, July 18 and 19, 1918, and January 2 and 3, before joint chairmen, Omaha, Nebr.

159. Georgia Railway & Power Co., Atlanta, Ga.; before examiner, Washington, September 23, October 14 and 19, and November 8, Atlanta, and before joint chairmen, Washington, October 1 and November 22, 1918.

165. Wilkes-Barre Railway Co.; before examiner, Washington, December 17, 1918.

173. Denver City Tramway Co.; before examiner, Denver, Colo., September 20, 1918.

175. East St. Louis, Columbia & Waterloo Railway, East St. Louis; before examiner, St. Louis, September 24, 1918.

180. Rhode Island Railway Co., Providence, R. I.; before examiner, Washington, July 23, 1918.

181. Boston Elevated Railway Co.; before examiner, Washington, July 23, 1918, and before board (recess committee), Washington, November 13.

192. Birmingham Street Railways, Birmingham, Ala.; before examiner, Washington, July 13 and September 25, 1918, and before joint chairmen, Washington, September 30 and October 1, 1918.

193. Cleveland, Painesville & Ashtabula Railway Co., and Cleveland, Painesville & Eastern Railway Co.; before examiner, Columbus, Ohio, July 17, 1918.

196. Twin City Street Railway Co., St. Paul, Minn.; before examiner, Minneapolis, January 14, 1919, before board, Washington, March 13, and before joint chairmen, Minneapolis, October 10, 1918.

197. Springfield Consolidated Railway Co., Springfield, Ill.; before examiner, Washington, December 19, 1918.

203. Auburn & Syracuse Electric Railroad Co.; before examiner, Washington, October 7, 1918.

205. Memphis Street Railway Co., Memphis, Tenn.; before examiner, Washington, September 11, 1918, and before joint chairmen, Washington, September 30, 1918.

210. Interurban Lines of the Portland Railway, Light & Power Co., Portland, Oreg.; before examiner, Portland, September 30, 1918.

214. Pacific Electric Railway Co., Los Angeles, Calif.; before examiner, Los Angeles, January 3 to February 10, and before joint chairmen, Washington, March 14, 1919.

246. Syracuse Northern Electric Railway Co.; before examiner, Washington, October 7, 1918.

251. Knoxville Railway & Light Co., Knoxville, Tenn.; before examiner, Washington, October 28, November 14, and December 2, and before joint chairmen, Washington, November 22, 1918.

265. Kansas City Railways Co.; before examiner, Kansas City, August 27, postponed until September 16, Kansas City; before joint chairmen, Washington, September 30 and October 1; January 3, Omaha, Nebr., and January 18, Washington, D. C.

266. Kansas City Railways Employees Brotherhood; before examiner, Kansas City, September 16, and before joint chairmen, Washington, September 30, 1918.

267. Mobile Light & Railroad Co., Mobile, Ala.; before examiner, Washington, December 20, 1918.

268. Ottumwa Railway & Light Co., Ottumwa, Iowa; before examiner, Ottumwa, Iowa, October 3, 1918.

271. Butte Electric Railway Co.; before examiner, Butte, Mont., September 24, 1918.

278. Rochester & Syracuse Railroad Co.; before examiner, Washington, October 7, 1918.

279. Syracuse & Suburban Railroad Co.; before examiner, Washington, October 7, 1918.

282. Shamokin & Mt. Carmel Transit Co., Mt. Carmel, Pa.; before examiner, Washington, December 18, 1918.

283. New York Consolidated Railroad Co., New York City; before examiner, New York City, August 20, and before joint chairmen, New York City, September 19, 1918.

289. Empire State Railroad Corporation; before examiner, Washington, October 7, 1918.

294. Des Moines City Railway Co. and Interurban Railway Co., Des Moines, Iowa; before examiner, Washington, October 3, 1918.

296. Ohio Electric Railway Co., and Lima Street Railway Co., Lima, Ohio; before examiner, Washington, November 25, 1918.

302. Columbus Railway Co., Columbus, Ga.; before examiner, Washington, September 26, and before joint chairmen, Washington, October 1, 1918.

331. Danville, Urbana & Champaign Railway Co. et al., Joliet, Ill.; before examiner, Washington, November 23, 1918.

332. Third Avenue Railway Co., New York; before examiner, New York City, December 30, 1918.

343. Tri-City Railway Co. of Illinois and Iowa; before examiner, Washington, December 9, 1918.

344. Division 313 A. A. S. & E. R. E. of A. v. Tri-City Railway Co.; see 343.

345. Division 599 A. A. S. & E. R. E. of A. v. Clinton, Davenport & Muscatine Railway Co.; see 343.

348. Bloomington & Normal Railway & Light Co., Bloomington, Ill.; before examiner, Washington, January 14, 1919.

405. Michigan United Railway Co.; before examiner, Washington, October 26, 1918.

407. Cincinnati, Lawrenceburg & Aurora Electric Street Railway Co., Cincinnati, Ohio; before examiner, Washington, October 21, 1918.

408. Cincinnati Traction Co., Cincinnati, Ohio; before examiner, Washington, October 21, 1918, and Cincinnati, January 7, 1919; and before joint chairmen, Washington, October 26, 1918, and April 30, 1919.

409. Cincinnati & Columbus Traction Co., Cincinnati, Ohio; before examiner, Washington, October 21, 1918.

410. Cincinnati, Milford & Loveland Traction Co., Cincinnati, Ohio; before examiner, Washington, October 22, 1918.

414. Louisville Street Railway Co., Louisville, Ky.; before examiner, Washington, October 24, 1918, and January 17, 1919, and before joint chairmen, Washington, March 15, 1919.

432. Cumberland County Power & Light Co., Portland, Me.; before examiner, Washington, October 25, 1918.

442. Philadelphia Railways Co., Philadelphia, Pa.; before examiner, Washington, September 27, 1918.

444. Detroit United Railway (women conductors); before joint chairmen, Detroit, Mich., December 13, 1918, and Washington, January 17, 1919.

448. Lewiston, Augusta & Waterville Street Railway Co., Augusta, Me.; before examiner, Washington, October 28, 1918.

452. San Diego Street Railway Co., San Diego, Calif.; before examiner, San Diego, January 27, 1919.

466. Fort Wayne & Northwestern Railway Co., Waterloo, Ind.; before examiner, Waterloo, January 8, 1919.

475. Wilmington-Philadelphia Traction Co., Wilmington, Del.; before examiner, Washington, January 14, 1919.

491. Cleveland Street Railway, Cleveland, Ohio (women conductors); before board, Washington, November 8, 1918, and March 13, 1919.

503. Spokane Inland Empire Railway, Spokane, Wash.; before examiner, Spokane, February 10, 1919.

525. Peoria Railway Co., Peoria, Ill.; before examiner, Peoria, May 17, 1919.

527. Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio; before examiner, Washington, November 11, 1918.

545. Fort Smith Railway Co., Fort Smith, Ark.; before examiner, Washington, January 20, 1919.

550. Reading Transit & Light Co., Norristown, Pa.; before examiner, Washington, December 8, 1918.

555. Louisville & Northern Railway & Lighting Co. and Louisville & Southern Indiana Traction Co., New Albany, Ind.; before examiner, Louisville, Ky., March 11, 1919.

564. Union Railway Co., New York City; before examiner, New York, December 30, 1918.

567. Portland Railway, Light & Power Co., Portland, Oreg. (electrical workers); before examiner, Portland, October 12, 1918.

592. Cincinnati, Georgetown & Portsmouth Railroad Co., Cincinnati, Ohio; before examiner, Washington, October 22, 1918.

610. San Francisco-Oakland Terminal Co., Oakland, Calif.; before examiner, Oakland, February 17 and 18, 1919.

627. Ohio Electric Railway Co. (Lima Interurban Lines); 627a. Ohio Electric Railway Co. (Zanesville Lines); 627b. Ohio Electric Railway Co. (Springfield Interurban Lines); 627c. Ohio Electric Railway Co. (Newark Lines); before examiner, Washington, November 25, 1918.

628. Buffalo & Lake Erie Traction Co., Erie, Pa.; before examiner, Washington, November 22, 1918.

631. Cleveland & Erie Traction Co., Girard, Pa.; before examiner, Washington, December 4, 1918.

634. Bay State Railway Co., Boston, Mass.; before examiner, Boston, November 4, Washington, November 12, and before joint chairmen, Washington, December 3, 1918.

672. Schuylkill Railway Co., Girardville, Pa.; before examiner, Washington, December 9, 1918.

695. Charleston Consolidated Railway Co., Charleston, S. C.; before examiner, Washington, November 12, 1918.

706. Danville Street Railway & Light Co., Danville, Ill.; before examiner, Washington, December 7, 1918.

707. International Railway Co., Buffalo, N. Y.; before board (recess committee), Washington, November 13, 1918.

748. Savannah Electric Co., Savannah, Ga. (two cases); before examiner, Savannah, November 10, 1918, and January 6 and 7, 1919.

751. Brooklyn Rapid Transit Co., Brooklyn, N. Y.; before examiner, New York, December 31, 1918.

753. Los Angeles Railway Co., Los Angeles, Calif.; before examiner, Los Angeles, December 9, 1918.

851. Boston & Worcester Street Railway, Framingham, Mass.; before examiner, Washington, December 11, 1918; before joint chairmen, Boston, February 7, 1919; and before joint chairmen, New York, May 9, 1919.

908. Hudson Valley Railway Co., Albany, N. Y.; before examiner, New York, March 20, 1919; and before joint chairmen, Washington, April 30, 1919.

950. St. Joseph Railway, Light, Heat & Power Co., St. Joseph, Mo.; before examiner, Washington, January 21, 1919.

1049. Washington Railway & Electric Co., Washington, D. C.; before examiner, Washington, January 30, 1919.

1125. Pacific Gas & Electric Co., Sacramento, Calif.; before examiner, Sacramento, March 12, 1919.

1140. Toledo Railway & Light Co., Toledo, Ohio; before examiner, Toledo, May 2 and 3, 1919.

1144. Public Service Railway Co., Newark, N. J.; before examiner, Newark, May 10 and 24, 1919.

In addition to the foregoing, hearings were had in the public utility cases as follows:

440. Intermountain Power Co., Montana and Washington; before joint chairmen, Minneapolis, Minn., October 10, 1918, and before examiner, Minneapolis, October 11, 1918.

544. Montana Power Co., Billings, Mont.; before examiner, Billings, February 13, 1919.

583. Great Falls Power Co. and Montana Power Co., Great Falls, Mont.; before joint chairmen, Minneapolis, October 10, 1918, and before examiner, Minneapolis, October 11, 1918.

910. Kings County Lighting Co., Brooklyn, N. Y.; before examiner, New York City, November 8, 1918.

1041. Municipal Gas Co., Albany, N. Y.; before examiner, Albany, February 8, 1919.

1050. Louisville Gas & Electric Co., Louisville, Ky.; before examiner, Louisville, February 18, 1919.

With the exception of 13 cases, the employees, parties in all of the foregoing electric railway hearings, are union employees—members of the Amalgamated Association of Street and Electric Railway Employees of America. Of the 13, the employees in three cases were members of the Brotherhood of Railway Trainmen and the Brotherhood of Locomotive Engineers; the employees in 7 of these 13 cases are members of local unions not affiliated with the American Federation of Labor or with any other national body. This includes two organizations of women conductors. The employees in the remaining three cases were not members of any union, but the cases were brought before us by employees discharged for joining the Amalgamated Association of Street and Electric Railway Employees.

In three of the electric railway cases, and in all of the gas and power company cases except one, the employees parties to the case are members of the International Brotherhood of Electrical Workers.

(b) Reports were made by the examiner of all of the above-stated hearings, and transmitted through the secretary to the joint chairmen.

## II. AWARDS, FINDINGS, ORDERS, AND DISMISSALS.

(a) The board has made 91 electric railway awards, as follows:

23. Joplin & Pittsburg Railway Co., Joplin, Mo.

31. Cleveland Railway Co., Cleveland, Ohio.

32. Detroit United Railway Co. (2 awards), Detroit, Mich.

42. Scranton Railway Co., Scranton, Pa.

43. East St. Louis & Suburban et al., East St. Louis, Ill.

44. Schenectady Railway Co., Schenectady, N. Y.

57. Cleveland, Southwestern & Columbus, Cleveland, Ohio.

59a. Chicago Elevated Lines, Chicago Surface Lines, Chicago, Ill.

59b. Chicago & West Towns Railway Co., Chicago, Ill.

59c. Evanston Railway Co., Chicago, Ill.

69. Public Service Railway Co., Newark, N. J.

72. Portland Railway, Light & Power Co., Portland, Oreg.

83. Jacksonville Traction Co., Jacksonville, Fla.

93. Kansas City & Western Railway Co., Leavenworth, Kans.  
 96. United Traction Co., Albany, N. Y.  
 98. New Orleans Railway & Light Co. (two awards), New Orleans, La.  
 109. Galesburg Railway, Light & Power Co. (two awards), Galesburg, Ill.  
 120. New York State Railways (two awards), Rochester, N. Y.  
 131. Pennsylvania-New Jersey Railway Co., Trenton, N. J.  
 146. Columbus Railway, Light & Power Co., Columbus, Ohio.  
 150a. Dayton Street Railway Co., Dayton, Ohio.  
 150b. The City Railway Co., Dayton, Ohio.  
 150c. The Peoples Railway Co., Dayton, Ohio.  
 150d. The Oakwood Street Railway Co., Dayton, Ohio.  
 152. International Railway Co., Buffalo, N. Y.  
 154. Omaha & Council Bluffs Street Railway Co., Omaha, Nebr.  
 159. Georgia Railway & Power Co., Atlanta, Ga.  
 167. Cleveland & Eastern Traction Co., Cleveland, Ohio.  
 173. Denver City Tramway Co., Denver, Colo.  
 175. East St. Louis, Columbia & Waterloo Railway Co., East St. Louis, Ill.  
 180. The Rhode Island Co., Providence, R. I.  
 181. Boston Elevated Railway Co., Boston, Mass.  
 193. Cleveland, Painesville & Eastern et al., Cleveland, Ohio.  
 203. Auburn & Syracuse Electric Railroad Co., Auburn, N. Y.  
 205. Memphis Street Railway Co., Memphis, Tenn.  
 210. Portland Railway, Light & Power Co. (Interurban), Portland, Oreg.  
 214. Pacific Electric Railway Co., Los Angeles, Calif.  
 246. Syracuse Northern Electric Railway Co., Syracuse, N. Y.  
 251. Knoxville Railway & Light Co., Knoxville, Tenn.  
 265. Kansas City Railways Co., Kansas City, Mo.  
 266. Kansas City Railways Co., Kansas City, Mo.  
 268. Ottumwa Railway & Light Co., Ottumwa, Iowa.  
 271. Butte Electric Railway Co., Butte, Mont.  
 278. Rochester & Syracuse Railroad Co., Syracuse, N. Y.  
 279. Syracuse & Suburban Railroad Co., Syracuse, N. Y.  
 283. New York Consolidated Railroad Co., Brooklyn, N. Y.  
 289. Empire State Railroad Corporation, Syracuse, N. Y.  
 296. Ohio Electric Railway Co. (Lima City), Springfield, Ohio.  
 302. Columbus Railroad Co., Columbus, Ga.  
 332. Third Avenue Railway Co., New York, N. Y.  
 407. Cincinnati, Lawrenceburg & Aurora Electric Street Railway Co., Cincinnati, Ohio.  
 408. Cincinnati Traction Co., Cincinnati, Ohio.  
 409. Cincinnati & Columbus Traction Co., Cincinnati, Ohio.  
 410. Cincinnati, Milford & Loveland Traction Co., Cincinnati, Ohio.  
 414. Louisville Street Railway Co., Louisville, Ky.  
 432. Cumberland County Power & Light Co., Portland, Me.  
 442. Philadelphia Railways Co., Philadelphia, Pa.  
 444. Detroit United Railway Co. (women), Detroit, Mich.  
 448. Lewiston, Augusta & Waterville Street Railway, Portland, Me.  
 452. San Diego Street Railway Co., San Diego, Calif.  
 475. Wilmington-Philadelphia Traction Co., Wilmington, Del.  
 491. Cleveland Railway Co. (women), Cleveland, Ohio.

503. Spokane Inland Empire Railway, Spokane, Wash.  
 527. Toledo-Bowling Green-Southern Traction Co., Findlay, Ohio.  
 550. Norristown Street Railway Co., Norristown, Pa.  
 555. Louisville & Northern Railway & Light Co., New Albany, Ind.  
 564. Union Railway Co., New York, N. Y.  
 610. San Francisco Terminal Co., Oakland, Calif.  
 627. Ohio Electric Railway Co. (Lima Interurban), Springfield, Ohio.  
 627a. Ohio Electric Railway Co. (Zanesville Lines), Springfield, Ohio.  
 627b. Ohio Electric Railway Co. (Springfield Interurban), Springfield, Ohio.  
 627c. Ohio Electric Railway Co. (Newark Lines), Springfield, Ohio.  
 628. Buffalo & Lake Erie Traction Co., Erie, Pa.  
 631. Cleveland & Erie Traction Co., Girard, Pa.  
 634. Bay State Street Railway Co., Boston, Mass.  
 695. Charleston Consolidated Railway & Light Co., Charleston, S. C.  
 707. International Railway Co. (back pay), Buffalo, N. Y.  
 748. Savannah Electric Co. (two awards), Savannah, Ga.  
 751. Brooklyn Rapid Transit Co., Brooklyn, N. Y.  
 753. Los Angeles Railway Co., Los Angeles, Calif.  
 851. Boston & Worcester Street Railway Co., Framingham, Mass.  
 950. St. Joseph Railway, Light, Heat & Power Co., St. Joseph, Mo.  
 1049. Washington Railway & Electric Co., Washington, D. C.  
 1125. Pacific Gas & Electric Co., Sacramento, Calif.  
 1140. Toledo Railways Co., Toledo, Ohio.

The board has made six awards in the gas and power company cases, as follows:

544. Montana Power Co., Billings, Mont.  
 583. Great Falls Power Co. and Montana Power Co. (two awards), Great Falls, Mont.  
 440. Intermountain Power Co., Montana and Washington.  
 910. Kings County Lighting Co., Brooklyn, N. Y.  
 1041. Municipal Gas Co., Albany, N. Y.  
 1050. Louisville Gas & Electric Co., Louisville, Ky.

(b) Recommendations only were contained in 11 of the foregoing awards, for the reason that there were no joint submissions in those 11 cases. The recommendations were followed by the companies in at least four of these cases, possibly more.

(c) The board dismissed 10 electric-railway cases, after a hearing, for lack of jurisdiction. These cases are as follows:

192. Birmingham Street Railways, Birmingham, Ala.  
 197. Springfield Consolidated Railway Co., Springfield, Ill.  
 294. Des Moines City Railway Co. and Interurban Railway Co., Des Moines, Iowa.  
 343. Tri-City of Illinois and Iowa, Moline, Rock Island and Eastern Traction Co., Davenport, Iowa.  
 344. Tri-City of Illinois and Iowa, Moline, Rock Island and Eastern Traction Co., Davenport, Iowa.  
 345. Clinton, Davenport & Muscatine Railway Co., Muscatine, Iowa.

348. Bloomington & Normal Railway & Light Co., Bloomington, Ill.

545. Fort Smith Light & Power Co., Fort Smith, Ark.

672. Schuylkill Railway Co., Schuylkill, Pa.

282. Shamokin and Mount Carmel Transit Co., Mount Carmel, Pa.

The board dismissed 8 electric-railway cases, after a hearing, because of agreements reached by the parties and requests for dismissal. The board dismissed 28 electric-railway cases, after agreements reached by the parties, before a hearing.

Eighteen electric-railway cases have been referred to the Department of Labor, and there are 4 electric-railway cases still pending on which no hearing has been had.

Summing up, public utility cases have been disposed of as follows:

Awards and findings.....	91
Cases dismissed after hearing.....	17
Cases dismissed after agreement.....	28
Cases referred to Department of Labor.....	18
Cases pending.....	7
Total .....	169

### III. ADMINISTRATION AND INTERPRETATIONS.

A full report on the administration and interpretation of street railway awards was made by Examiner Arthur Sturgis, and it is therefore not thought necessary to include here even a summary of that report.

### IV. SUMMARY OF AWARDS.

(a) *Principles and policies.*—The principles and policies to govern relations between workers and employers, upon which the National War Labor Board was founded, have been applied by this board in a number of electric railway cases and in all electric railway cases where required.

#### (1) RIGHT TO ORGANIZE.

The ruling case on this important principle was contained in No. 283, the employees members of the Brotherhood of Locomotive Engineers versus The New York Consolidated Railroad Co. (Brooklyn Rapid Transit System). This principle was announced and followed in three other New York cases—the Third Avenue Railway case, the Union Railway, and the Brooklyn Rapid Transit System; the Jacksonville (Fla.) Traction Co., the Columbus (Ga.) Railroad Co. (in all of which cases the Amalgamated Association of Street and Electric Railway Employees of America was complainant), and the Fort Wayne & Northwestern Railway case.

Only in the above seven electric railway cases was the question of the right to organize an issue.

#### (2) COLLECTIVE BARGAINING.

The right of the workers to bargain collectively through their chosen representatives has been affirmed by the board in a number of electric railway awards. It has been made clear, however, that an employer is not bound by the rules of this board to recognize or deal with a union as such. This was stated in the Dayton, Ohio, case, No. 150; the Georgia Railway & Power case, No. 159; the Columbus, Ohio,

case, No. 146, and three California cases—the Pacific-Electric, No. 214, the Los Angeles Railway, No. 753, and the San Diego Railway, No. 452; the Savannah Railway Co., No. 748, and the Omaha & Council Bluffs Street Railway Co., No. 154.

In this last-named case the joint chairmen clarified the meaning of dealing with representatives of the employees without recognizing the union. The language of the joint chairmen in this case constituted a very important extension of the doctrine of collective bargaining.

### (3) REPRESENTATION OF WORKERS.

The board has held in several electric railway cases that an employer, while bound to deal with a committee of his own employees, is not bound to deal with a representative not an employee where he was not accustomed to deal with such an outside agency prior to the war. (See Georgia Railway & Power Co., No. 159; the Dayton, Ohio, cases, No. 150; and Ohio Electric cases, No. 627.)

### (4) EQUAL PAY FOR EQUAL WORK.

The board has affirmed the principle that women engaged in the electric railway industry shall receive equal pay with men for equal work. This is contained in the following cases: Rhode Island Co., No. 180; Boston Elevated, No. 181; Portland, Oreg., No. 72; Dayton, Ohio, No. 150; Kansas City, Nos. 265 and 266; Detroit, No. 32; East St. Louis, No. 175; Portland, Me., No. 432; Lewiston, Me., No. 448; Albany & Syracuse, No. 203; Syracuse Northern, No. 246; Rochester & Syracuse, No. 278; Empire State Railroad, No. 289; Cincinnati Traction Co., No. 408; Buffalo & Lake Erie Traction Co., No. 628; Ohio Electric Railway Co., No. 627, and others.

### (5) WOMEN AS CONDUCTORS.

In the Cleveland Railway case, No. 491, the board, after full consideration, approved the employment of women as conductors, on March 17, 1919, reversing a former peremptory order issued December 3, 1918, made after a preliminary hearing not on the merits and in the absence of the women who were affected. In the award of March 17, 1919, the board held that these women conductors should be continued in employment.

In the Detroit Railway case the employment of women as conductors was limited by a contract with the men's union to cases when necessity exists for the employment of women. This board held that at the time of the hearing in the Detroit case, January 18, 1919, the necessity still existed for the employment of women already in the service of the company and that they be not discharged.

### (6) HOURS OF LABOR.

No general deductions can be made from the rulings of the board relative to hours for electric railway employees. The awards on this question have often been limited by the terms of the submission and more often by local conditions. They have been affected by the operating conditions of electric railways, especially the city lines. The board has been forced to take into consideration the diffi-

culty of a street railway in observing a short work day, and at the same time in caring for what is called its "peak-load" traffic, that is, the traffic during the morning and evening rush hours. It has finally had to take into consideration somewhat the financial condition of the electric roads. This point will be discussed more at length under the question of wages.

In many of the street railway cases there were existing contracts between the companies and the union fixing hours, and this board was called upon only to fix wages.

In the electric railway cases this board has never fixed a basic workday or named the maximum number of hours for a working-day. It has, however, in several cases ruled that time and one-half should be paid for overtime over and above the regular schedule runs. (See Detroit case, No. 32; Public Service Railway of New Jersey, No. 69; Kansas City, Nos. 265-266; Portland, Oreg., No. 210.)

In several electric railway cases the board has declined a request for an eight-hour working-day, chiefly on the ground that it would tend to create a disturbance of existing working conditions. (See Boston & Worcester, No. 851; the Ohio Electric Co., No. 627.) In the Detroit and Cleveland cases it was held that runs on Sundays and holidays shall, as far as possible, be all straight runs of not more than eight hours, with time and one-half for all time in excess of eight hours. The same provision was made with regard to night runs in the Cleveland, Detroit, and Kansas City cases.

The board has, in an endeavor to shorten the working day of street railway employees, penalized the company for exceeding a maximum number of hours for the elapsed time over and above a certain number of hours. As for instance in the Cleveland case, where the elapsed time consumed by swing runs exceeds 14 hours, an addition in pay for the period of excess was given. The greater the elapsed time the greater the excess pay. This was followed also in the Detroit case, the Public Service Railway of New Jersey case, the Omaha, Kansas City, Denver, Boston Elevated cases, etc.

Minimum guaranties to extra men have been made in the following cases: Public Service Railway of New Jersey; Kansas City Railways; Wilmington & Philadelphia Traction Co.; Albany, N. Y.; Ohio Electric Railway, etc.

#### (7) INDIVIDUAL CONTRACTS.

The joint chairmen ruled in the Omaha case, No. 154, and the Washington Railway & Electric Co., No. 1049, that the taking of personal contracts restricting the right of the men to join the union be discontinued.

(b) *Working conditions.*—The board has made various rulings relative to working conditions of electric railway employees. These working conditions deal with pay for making accident reports, seniority rights, posting notices on bulletin board, call duty for regular men, deadheading, free transportation, lay-off time, time for meals, pay for one-man car, wearing of overalls, pay for reporting time, pay for snowplow work, stools for trainmen, pay for tripper service, pay for attending court as witness, etc.

The rulings on these questions have been various, and have been controlled sometimes by the terms of the submission, the agreements

of the parties, local conditions and practice, and the exigencies of the case.

*Wearing of union button.*—In three cases one of the issues has been whether trainmen shall be allowed to wear their union buttons while on duty. In two of these cases, Columbus (Ohio) and Toledo, the board has ruled that the trainmen be permitted to wear their union buttons while on duty, but if friction results, notice of that fact can be brought before the board for the modification of the award. In one case, the Georgia Railway & Power Co., the board denied to the men the right to wear the union button, because of friction which the evidence showed would likely result. Within a month, however, after the award, the company voluntarily gave this right to the men.

(c) *Wages.*—The board has made wage awards on about 90 street railways, including practically all of the leading companies in the United States. The number of employees directly affected by these awards is 82,000. This includes the Philadelphia Rapid Transit, where the board made no award but where the company after a complaint by the men, made an agreement to pay a wage which the board recommended. The number of employees covered by the wage awards is as follows:

Trainmen .....	53,920
Miscellaneous employees.....	24,810
	78,730

The wage increases have amounted to about \$30,000,000 a year.

*Average wage increases given through awards of board.*

	Per cent.
Increase per company, based upon increase in maximum of scale.....	23½
Increase per company, based upon increase in minimum of scale.....	31
Weighted average increase per trainman, based upon maximum of scale...	22½
Increases to miscellaneous employees through awards of board.....	24

The wages to street railway employees awarded by this board have been rather low in comparison with wages throughout the country generally. In the first place, the board found the existing wages on the electric railway industry to be low and electric railway employees underpaid, as was pointed out by Mr. Taft in the Bay State case. The board has not endeavored to reclassify the employees on this industry; what it has done is rather to bring the wages up in accord with the increase in the cost of living. It might be said that this board has not increased the wages of street railway employees at all, considering wages in the light of their purchasing power. In other words, the wages awarded by this board have practically the same purchasing power as the wages which the employees were receiving prior to the war.

In fixing wages, the board has been met by a condition which has not prevailed in industrial cases generally, and that is the impaired financial condition of electric railway companies. While the joint chairmen have announced that the financial inability of the company to pay wages could not be used as an argument for the payment of less than a living wage to its employees, the board has necessarily had to take somewhat into consideration this situation—that the earnings of these public service companies are regulated by the public, and when the public has, by its unwillingness to pay increased fares, kept the earnings of the company down to a point where some

of them were not earning operating expenses, the awards of this board on wages have necessarily been somewhat influenced by that state of affairs. To that extent, therefore, the writer feels that the responsibility for the payment to these street railway employees of a living wage must ultimately rest upon the public. The chief handicap of the electric railways has been their inability to pass on to the public their own increased operating expenses, but most of them have been compelled to continue to exist on a five-cent fare, fixed as a proper fare under conditions existing many years ago, when to-day a five-cent fare has a purchasing power of only about three cents, judged under prewar conditions.

The following is a statement of wages awarded trainmen on city lines, maximum rates; that is, rates paid after first year of service:

Forty cents on 4 lines; 42 cents on 17 lines; 43 cents on 1 line; 45 cents on 23 lines; 46 cents on 2 lines; 47 cents on 1 line; 48 cents on 12 lines; 50 cents on 2 lines; 65 cents on 1 line.

The foregoing related mainly to city passenger trainmen.

On interurban lines the existing differential has been retained by the board in many cases, and in some cases that differential has been slightly decreased. The usual wage paid interurban trainmen is 2 cents an hour more than the wage to city lines. In some cases, however, namely, Portland, Oreg., the Pacific-Electric, and Los Angeles, the differential is 5 cents, and on the Portland, Oreg., lines the freight service pays 6 cents an hour more than the city lines, and on the Pacific-Electric the freight interurban service pays 8 cents an hour more than the city passenger service.

The wages of miscellaneous employees, that is, shopmen, barn men, trackmen, linemen, etc., have been increased generally about the same percentage, or the same cents per hour, that the maximum of trainmen's wages have been increased.

*Minimum wage.*—A minimum wage to miscellaneous employees of 44 cents per hour has been awarded in 1 case, of 42½ cents an hour in 25 cases, of 42 cents an hour in 14 cases, of 40 cents an hour in 1 case, of 38 cents in 1 case, and of 36 cents an hour in 3 cases.

The wages of employees have been increased by this board in every electric railway case brought before it except the Savannah Electric Co. and the San Diego Electric Co., where the wages at the time of the hearing were found to be satisfactory, and in the case of the Reading Transit & Light Co., where the wages were increased after the hearing but before the award.

#### V. GENERAL ACCOMPLISHMENT.

(a) Forty strikes on street railway companies have been settled through reference to the National War Labor Board, and 98 strikes have been averted or settled by reference to this board. A strike lasting from March 11 to March 17, 1919, which completely tied up street railway service in 39 towns and cities, was settled by reference to this board on a basis of agreements proposed by representatives of the board.

(b) The wages on 110 companies have been increased as a direct result of reference to this board, and the wages of employees on the street railway industry generally throughout the country have been fixed in accordance with the wage awards made by this board.

(c) Much criticism has been directed by the electric railway companies to this board, because of what they claim were its high wage awards. As the writer has shown, the true wages, however, that is, wages defined in terms of purchasing power, have not been increased at all, but the wages have increased only as the cost of living has increased.

Furthermore, this board has made financial recommendations in 56 of its electric railway awards. By financial recommendation is meant a recommendation by the board to the public that the companies be allowed an increase of fare. About one-half of the companies have received an increase in fare, following the recommendation of this board. This is in direct contrast to the state of the majority of the street railway companies, which are still unable to obtain an increase in fare.

(d) In one or two cases the writer has been called by the companies and designated by the joint chairmen to appear before public assemblies and interpret, from the point of view of the board, these financial recommendations; why they were made and the importance of an increase in fare being allowed the companies involved.

*Violation of award.*—The expression “violation of award” is susceptible of interpretation. In no case brought to the writer’s notice has an electric railway company violated an award of this board. There have been two instances, however, where electric railway companies have refused to follow an order of the board, not strictly speaking an award, after submitting themselves to the jurisdiction of the board. In one instance the employees have violated an award of the board by striking and refusing to abide by the award, and in one other instance the employees have declined to follow the order issued by the board.

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## APPENDIX II

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### ANALYSIS OF THE AWARDS OF THE NATIONAL WAR LABOR BOARD

By

ROBERT P. REEDER



## APPENDIX II.

### ANALYSIS OF THE AWARDS OF THE NATIONAL WAR LABOR BOARD.

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WASHINGTON, D. C., *May 31, 1919.*

MR. W. JETT LAUCK,

*Secretary, National War Labor Board, Washington, D. C.*

DEAR SIR: I am transmitting herewith a digest of the decisions of the National War Labor Board, prepared, under my direction, by Mr. Robert P. Reeder, an examiner of the staff. The fact that Mr. Reeder previous to his connection with the board was a professor of law at the University of Oregon, and is also the author of legal textbooks, has peculiarly fitted him for this work. The digest constitutes a careful and thorough analysis of all the decisions of the board up to May 31, 1919, and, I feel sure, will be of very great usefulness to the members of the board and to other students of industrial conditions.

Very truly, yours,

HUGH S. HANNA,  
*Chief Examiner.*

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### INTRODUCTORY.

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

Those principles are set forth hereinafter in italic portions of the text. Accompanying each section is a statement of the manner in which the board has applied those principles. The principles are also printed consecutively in an addendum (pp. 121-123).

The board declared, in a resolution adopted July 31, 1918:

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

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

## NO STRIKES OR LOCKOUTS DURING THE WAR.

*There should be no strikes or lockouts during the war.*

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

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

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

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

In the Bridgeport case

No. 132, 8/28/18.

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

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

In the Smith & Wesson case

273, 8/21/18.

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

## RIGHT TO ORGANIZE.

*The right of workers to organize in trade unions and to bargain collectively through chosen representatives is recognized and affirmed.*

*This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.*

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

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

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

#### RULE RESTATED IN MANY AWARDS.

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

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

or in briefer form.

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

#### INTERFERENCE WITH UNION ACTIVITY FORBIDDEN.

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

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

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

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

Refining Co., 97, 8/28/18; Standard Wheel Co., 176, 10/25/18; Sinclair Refining Co., 395, 11/20/18; Savannah Electric Co., 748 *sup.*, 1/28/19; and recommendations in the following cases: Smith & Wesson, 273, 8/21/18; New York Consolidated Railroad (Brooklyn Rapid Transit System), 283, 10/24/18; Columbus Railroad Co., 302, 10/24/18; Bethlehem Steel Co., North Lebanon Plant, 401, 1/15/19; Eastern Steel Co., 418, 1/15/19; Imperial Electric Co., 520, 1/15/19; Columbia Metal Box Co., 772, 1/15/19; American Can Co., 694, 2/11/19; Kansas City Structural Steel Co., 495, 2/12/19; American Hide & Leather Co., 519, 519 *a*, 3/5/19; La Crosse Plow Co., 675, 3/5/19; American Research Glass Co., 878, 3/5/19; Midwest Engine Co., 562 *a*, 3/26/19; Fort Wayne & Northwestern Railway Co., 466, 4/10/19; Machine companies of Columbus, Ohio, 502, 4/10/19; Los Angeles Railway Corporation, 753, 4/10/19; Minneapolis Steel & Machinery Co., 46, 4/11/19; Minneapolis Gas Light Co., 418, 4/11/19. In some cases, e. g., Pacific Electric Railway Co., 214, 4/9/19; San Diego Electric Railway Co., 452, 4/10/19, the Board decided that the facts were not such as to cause it to recommend reinstatement. Examiners were directed to pass upon claims of men that they had been discharged for union membership or activity in National Refining Co., 97, 8/28/18; Standard Wheel Co., 176, 10/25/18; Klieber-Dawson Machine Co., 221, 11/21/18, and in plants specified in Report of Committee on Various Plants of the General Electric Co., approved by Board 1/15/19. See also Minneapolis Steel & Machinery Co., 46, 4/11/19; American Hoist & Derrick Co., 571, 4/11/19. Committees were directed to take up this matter with the management in Winslow Bros. Co., 533, 3/5/19; Williamsport Wire Rope Co., 818, 3/5/19; Otis Steel Castings Co., 881, 3/5/19; Sterling Machine & Stamping Co., 575, 3/12/19; Rhode Island Textile Workers, 275, 3/13/19; Rhode Island Branch National Metal Trades Assn., 189, 3/26/19; Matthews Engineering Co., 542, 542 *a*, 3/27/19; Richmond, Ind. cases, 643, 4/10/19; Western Chemical Co., 1042, 4/10/19; Boilermakers, Akron, Ohio, 826 *a*, 4/11/19; Northern Cooperage Co., 981, 4/29/19; Standard Conveyor Co., 990, 4/29/19; Donnelley & Sons Co., 778, 4/30/19. See also Wharton Steel Co., 798, 3/14/19; Sizer Forge Co., 1037, 4/10/19; New York Airbrake Co., 499 *b*, 5/1/19.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the case of the Corn Products Refining Co.

130, 11/21/18.

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

1049, 3/25/19.

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

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

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

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

### COLLECTIVE BARGAINING.

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

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

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

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

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

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

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

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

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

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

Bethlehem Steel Co., 22, 7/31/18; Smith & Wesson, 273, 8/21/18; Bridgeport Munition Workers, 132, 8/28/18; General Electric Co., Lynn, 231, 10/24/18; Virginia Bridge & Iron Co., 47, 10/24/18; Saginaw Machinists, 147, 10/25/18; Standard Wheel Co., 176, 10/25/18; National Car Coupler Co., 328, 11/19/18; St. Louis Coffin Co., 253, 11/19/18; Red Star Milling Co., 110, 1/15/19; Bethlehem Steel Co., North Lebanon Plant, 401, 1/15/19; American Clay Machinery Co., 879, 1/15/19. See also American Sheet & Tin Plate Co., 232, 1/15/19; Bedford Stone Club, 397, 1/15/19; Eastern Steel Co., 418, 1/15/19. The award in American Locomotive Co., Schenectady, 61, 10/9/18, was superseded by an agreement between the company and the two unions on 10/24/18.

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

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

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

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

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

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

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

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

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

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

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

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

## COMMITTEES ESTABLISHED FOR COLLECTIVE BARGAINING.

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

### AWARDS AS TO THE COMPOSITION OF THE COMMITTEES.

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

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

The same types of committees are created in General Electric Co., Lynn, 231, 10/24/18.

In the Bethlehem

22, 7/31/18.

and Bridgeport

132, 8/28/18.

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

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

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

The Corn Products Refining Co. award

130, 11/21/18.

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

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

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

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

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

of classification,

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

or of wages and working conditions,

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

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

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

In the Wheeling Molders case

37 b, 9/16/18.

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

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

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

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

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

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

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

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

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

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

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

### AWARDS AS TO ELECTIONS.

In several cases

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

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

Saginaw Machinists, 147, 10/25/18.

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

130, 11/21/18.

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

The award in B. F. Sturtevant Co.

393, 1/30/19.

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

In Midvale Steel & Ordnance Co.

129, 2/11/19.

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

**ELECTION PLAN OUTLINED BY THE JOINT CHAIRMEN.**

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

**MODIFICATION IN ADMINISTRATION OF AWARDS.**

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

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

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

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

**DUTIES OF COMMITTEES.**

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

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

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

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

with discharges without sufficient cause,

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

with wage scales,

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

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

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

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

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

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

with wages and other conditions of employment,

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

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

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

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

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

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

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

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

with hours and overtime,

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

with holidays,

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

and weekly work periods,

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

with piecework rates,

Bethlehem Steel Co., 22, 7/31/18; St. Louis Car Co., 4 a, 10/11/18. Piecework practices and rates; Corn Products Refining Co., 130, 11/21/18; Athenia Steel & Wire Co., 721, 3/5/19; Walworth Manufacturing Co., 274, 3/6/19.

with payment for special services,

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

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

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

with the establishment of an apprentice system,

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

and with matters not settled in the award.

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

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

### EXISTING CONDITIONS.

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

### UNION SHOP TO CONTINUE UNIONIZED.

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

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

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

St. Louis Coffin Co., 258, 11/19/18; Corn Products Refining Co., 130, 11/21/18 or where some of the employers who came within an award had unionized their plants and others had not done so,

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

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

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

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

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

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

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

#### REPRESENTATION OF WORKERS BY OUTSIDE AGENTS.

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

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

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

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

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

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

### RECOGNITION OF UNION.

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

*154 sup.*, 1/3/19.

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

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

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

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

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

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

### PROTECTING HEALTH AND SAFETY OF WORKERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It has established lunch periods of twenty minutes,

For employees working underground: Wharton Steel Co., 978, 3/14/19.

of thirty minutes,

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

of forty-five minutes,

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

and of one hour.

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

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

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

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

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

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

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

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

in other instances directing the examiner

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

or the workers

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

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

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

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

### WOMEN IN INDUSTRY.

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

### EQUAL PAY FOR EQUAL WORK.

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

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

Madison Machinists, 195, 2/18/19; Meat Cutters, East St. Louis, Ill., 829, 3/4/19; Walworth Manufacturing Co., 274, 3/6/19; Chambersburg, Pa., cases, 371, 3/11/19; Matthews Engineering Co., 542, 542a, 3/27/19. See also New York Central Iron Works Co., Hagerstown, 297, 9/26/18; Coopers, Chicago, Ill., 696 to 704, 3/4/19; Midwest Engine Co., 562 a, 3/26/19; Vim Motor Co., 853, 4/9/19; Machine Companies of Columbus, Ohio, 502, 4/10/19; Richmond, Ind., cases, 643, 4/10/19; Western Chemical Co., 1042, 4/10/19; Minneapolis Steel & Machinery Co., 46, 4/11/19.

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

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

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

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

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

#### EMPLOYMENT OF WOMEN AS CONDUCTORS.

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

32, 7/31/18.

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

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

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

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

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

In the Cleveland Railway Co. case,

491, 3/17/19.

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

## HOURS OF LABOR.

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

### I. INDUSTRIAL CASES.

#### NO GENERAL RULE ESTABLISHED.

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

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

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

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

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

**EIGHT-HOUR DAY USUALLY AWARDED BY UMPIRES.**

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

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

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

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

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

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

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

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

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

160, 12/17/18.

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

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

437, 1/8/19.

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

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

195, 2/8/19.

and in the Chambersburg, Pa., cases.

371, 3/11/19.

Umpire Macy in the New York Harbor case

10, 2/25/19.

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

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

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

831, 4/9/19.

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

## DECISIONS OF BOARD IN FAVOR OF 48-HOUR WEEK.

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

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

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

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

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

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

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

which guard against excessive overtime work,

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

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

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

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

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

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

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

### DECISIONS OF BOARD IN FAVOR OF BASIC EIGHT-HOUR DAY.

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

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

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

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

upon the custom of the plant,

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

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

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

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

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

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

Metal Trades of Denver, 178, 10/25/18. See also Molders, Ridgway, Pa., 349, 12/20/18; Wilkesbarre cases, 633, 2/20/19.

#### OTHER AWARDS ON HOURS.

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

978, 4/10/19.

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

In Newsprint Paper,

35, 6/27/18.

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

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

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

127 *sup.*, 11/22/18.

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

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

or when both sides had agreed to such a day.

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

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

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

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

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

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

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

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

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

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

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

and it has refused to award a 44-hour week

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

except where it was in effect under an agreement.

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

The award in Corn Products Refining Co.,

130, 11/21/18.

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

In Williamsport Wire Rope Co.,

818, 3/5/19.

where the men were working  $57\frac{3}{4}$  hours per week and the night men  $57\frac{1}{2}$  hours, the board declared that the hours were excessive, that they retarded rather than enhanced the efficiency of the employees, and that they should be reduced.

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

829, 3/4/19.

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

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

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

### DESIGNATION OF HOURS OF WORK.

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

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

and others make provision for a luncheon period.

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

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

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

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

### SUNDAYS AND HOLIDAYS.

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

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

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

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

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

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

In the Corn Products case

*130*, 11/21/18.

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

In the case of the National Refining Co.

*97*, 8/28/18.

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

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

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

*416*, 11/19/18.

followed by recommendations in a number of other cases,

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

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

*235*, 2/12/19.

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

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

On the other hand, in Wharton Steel Co.

*798*, 3/14/19.

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

### PAYMENT FOR OVERTIME.

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

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

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

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

with double time for work on Sundays and holidays,

Waynesboro cases, 40, 7/11/18; Sloss-Sheffield Steel & Iron Co., 12, 7/31/18; St. Joseph Lead Co., 16, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Bridgeport Munion Workers, 132, 8/28/18; Wheeling Molders, 370, 9/16/18; American Locomotive Co., Schenectady, 61, 10/9/18; Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Coal Dock Operators, 201, 10/24/18; Saginaw Machinists, 147, 10/25/18; Wheeling Machinists, 37a, 10/30/18; St. Louis Coffin Co., 258, 11/19/18; National Car Coupler Co., 328, 11/19/18; Reading Iron Co., 416, 11/19/18; Intermountain Power Co., 440, 11/12/18; Iron Molders, Elizabeth, 160, 12/17/18; Gem Metal Products Corporation, 591, 12/17/18; Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18; Molders, Ridgway, 349, 12/20/18; Molders, Williamsport, 355, 12/20/18; Molders, Warren, Ohio, 437, 1/8/19; Midvale Steel & Ordnance Co., 129, 2/11/19; Decker & Sons, 235, 2/12/19; Madison Machinists, 195, 2/18/19; Baker Manufacturing Co., 335, 2/19/19; Wilkesbarre, Pa., cases, 638, 2/20/19; A. H. Petersen Manufacturing Co., 320, 3/14/19; Pollak Steel Co., 102 sup., 3/29/19; Machinists, Hamilton, Ohio, 978, 4/10/19; Westfield Manufacturing Co., 968, 4/11/19. See also umpire's award in New York Harbor case, 10, 2/25/19; Sinclair Refining Co., 395, 11/20/18; Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19; Crown Cork & Seal Co., 830, 2/11/19; American & British Manufacturing Co., 594, 2/12/19; Carpenter Steel Co., 913, 2/12/19; Baker Manufacturing Co., 335 a, 2/19/19; Avis Manufacturing Co., 614, 3/5/19; Detroit Forging Co., 365, 3/6/19; Maryland Pressed Steel Car Co., 460, 4/9/19; Machine companies of Columbus, Ohio, 502, 4/10/19; Rome, N. Y., cases, 941, 4/10/19; Tennessee Copper Co., 1028, 4/10/19; Western Chemical Co., 1042, 4/10/19; Minneapolis Steel & Machinery Co., 46, 4/11/19; J. A. McNulty, 261, 4/11/19; Steacy-Schmidt Manufacturing Co., 454, 4/11/19; Minnesota Flour Mills, 482, 4/11/19; St. Paul Foundry Co., 570, 4/11/19; American Hoist & Derrick Co., 571, 4/11/19; Lancaster, Pa., cases, 873 to 877, 4/11/19; Northern Cooperage Co., 981, 4/29/19; and recommendations in Nos. 419, 420, 421, 422, 422a, 422b, rolling-mill cases, decided 1/15/19. Compare Athenia Steel & Wire Co., 721, 3/5/19.

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

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

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

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

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

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

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

In Sloss-Sheffield Steel & Iron Co.

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

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

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

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

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

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

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

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

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

35, 6/27/18.

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

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

In Wharton Steel Co.,

798, 3/14/19.

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

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

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

"All time worked in excess of the regular shifts hereinabove provided, in any consecutive 24 hours, except changing of shifts (and work of train crews), shall be regarded as overtime, to be paid for at the rate of time and one-half, work done on Sundays and holidays included, except that work regarded as necessary, such as pumping, firing, and powerhouse engineering."

"The furnaces are necessarily operated continuously, 24 hours per day, when operated at all. At the furnaces 8 hours in any one 24-hour period, including Sundays, shall constitute a day's work, but it is recommended that when labor is available in sufficient quantities, arrangements should be made so that each man may have one day in seven for rest."

The board has awarded the payment of overtime rates for traveling during overtime hours;

National Refining Co., 97, 8/28/18. See also Sinclair Refining Co., 395, 11/20/18. Compare Intermountain Power Co., 440, 11/22/18.

and has decided that in calculating the overtime rate for piecework the piece rate, and not the day rate, is to be used as a basis, if this course is feasible.

General Electric Co., Schenectady, 127, 7/31/18. This award adds, "Provided, That this change from former practice shall be found by the supervising examiner to be impracticable or subject to abuse, he may direct a return to former practice and fix adequate proportionate day rates upon which all overtime shall be calculated." On overtime for piecework see also Bethlehem Steel Co., 22, 7/31/18.

#### PROVISIONS AGAINST EXCESSIVE OVERTIME.

Those awards which establish 48-hour weeks provide, however, that "Excessive overtime shall not be exacted or permitted; and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than two hours overtime in

excess of eight hours is required, then, for that day, overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for."

Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Gem Metal Products Corp., 591, 12/17/18; Saginaw Machinists, 147, 10/25/18; B. F. Sturtevant Co., 393, 1/30/19; Walworth Manufacturing Co., 274, 3/6/19; American Locomotive Co., Schenectady, 61, 10/9/18, in the last of which this paragraph was subsequently stricken out by agreement of the parties.

#### GUARANTEE OF MINIMUM NUMBER OF HOURS.

The awards which establish 48-hour weeks also declare that "The employer shall guarantee to each worker who shall be employed on the first day of any week the opportunity to work at least 44 hours in such week, or 36 hours where a holiday intervenes, exclusive of overtime or extra time, and in default of providing such employment shall pay the worker full wages for such hours, exclusive of overtime and extra time."

Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Saginaw Machinists, 147, 10/25/18; American Locomotive Co., Schenectady, 61, 10/9/18; in the last of which this paragraph was subsequently stricken out by agreement of the parties.

An award which does not deal with the 48-hour week declares that "When workers are called out after midnight, each worker so called out shall receive at least four hours' pay for each call,"

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

while another award provides that "For each call to fight fire at night the workers shall be paid for two and a half hours at least, at double time. If sent away from his home station to work, an employee shall receive not less than eight hours for each day away and shall be allowed time for traveling to and from the job, and overtime rates for traveling during overtime hours."

National Refining Co., 97, 8/28/18. Same provision except as to fighting fires in Sinclair Refining Co., 395, 11/20/18.

The board and its umpires have decided in several cases that in time of depression hours should be reduced before men were laid off.

Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; umpire's award in Wharton Steel Co., 798, 3/14/19; recommendations in Steacy-Schmidt Manufacturing Co., 454, 4/11/19; and in Lancaster, Pa., cases, 873, 4/11/19.

#### QUESTIONS REFERRED TO COMMITTEES.

As we have already seen, the board has sometimes created a permanent committee of two members representing the employer and two members representing the employees to deal with problems concerning overtime work; it has sometimes intrusted to a committee the problems concerning holidays and weekly work periods; and it has sometimes left the entire subject of hours to collective bargaining between the parties.

See pages 61 to 63.

## II. STREET RAILWAY CASES.

**FACTORS INVOLVED ARE DIFFERENT FROM THOSE INVOLVED IN INDUSTRIAL CASES.**

Many of the cases before the board have been controversies between street railway companies and their employees; but the question of hours has been of importance in only a few of these cases. The main question has been concerning wages, the companies usually contending that they were unable at the existing rates of fare to grant the increases in pay which were sought, and that, unlike industrial enterprises, they were forbidden by law to make greater charges for their services in order to pay higher wages. We shall consider later the manner in which the board has met these contentions. It is sufficient here to point out this reason why many cases which did not involve hours were brought before the board.

Moreover, while in industrial cases there were usually no existing contracts between the employers and the employees, there were such contracts in nearly all of the street railway cases, and while even there the board could pass upon the future relations between the parties, the board has not usually felt that it was necessary for it to make changes in the contracts which affected hours or working conditions.

In the third place, in industrial plants the amount of work which is to be done is fairly uniform throughout the day, so that the essential question concerning hours is simply as to the total amount of working time. But a street-car company can not economically furnish such continuous work to all of its motormen and conductors, so that when street-car men complain of their hours the complaint is usually not concerning the number of working hours but concerning the amount of elapsed time between the beginning and the end of the day's work.

These three explanations show why, in spite of the large number of street railway cases which have come before the board, relatively few of the awards have brought about any changes in the hours of motormen and conductors, and why where changes have been made they have usually involved elapsed time rather than actual working time.

**STREET RAILWAY HOURS.**

In street railway cases the board has not fixed a maximum number of hours for a working day nor has it established a basic day;

See, for example, Cleveland. Southwestern & Columbus Railway Co., 57, 7/31/18; Public Service Railway Co., 69, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., 193, 7/31/18; Portland Railway, Light & Power Co., 210, 11/21/18; Spokane & Inland Empire Railroad Co., 503, 3/27/19; Pacific Electric Railway Co., 214, 4/9/19; San Diego Electric Railway Co., 452, 4/10/19; San Francisco-Oakland Terminal Railways, 610, 4/10/19; Los Angeles Railway Corporation, 753, 4/10/19; Pacific Gas & Electric Co., 1125, 4/11/19; and also Kansas City Railways Co., 265, 10/24/18.

but it has sought to remedy the more extreme cases of elapsed time or undue spread of working hours by providing for the payment of bonuses for runs exceeding a maximum number of hours of such elapsed time.

Cleveland Railway Co., 31, 7/31/18; Detroit United Railway Co., 32, 7/31/18; Public Service Railway Co., 69, 7/31/18; Omaha and Council

Bluffs Street Railway Co., 154, 7/31/18; Kansas City Railways Co., 265, 10/24/18; Denver Tramway Co., 173, 11/20/18; Washington Railway & Electric Co., 1049, 3/25/19. See, however, Boston Elevated Railway Co., 181, 10/2/18.

The further provision that "Whenever there is a break or layoff time in any of the scheduled runs of 45 minutes or less, such period shall be paid for at the rates prescribed in this award and shall be considered to be a part of the platform time" is also contained in 31, 32, 69, 154, 265. See also 610, 1049.

As a rule it has not changed previously existing conditions except as to wages.

See, for example, Columbus Railway, Power & Light Co., 146, 7/31/18.

When it has established payment for overtime, the overtime has not been time over a basic day but time over scheduled runs.

Detroit United Railway Co., 32, 7/31/18, *sup.*, 12/6/18; Public Service Railway Co., 69, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., 193, 7/31/18; Kansas City Railways Co., 265, 10/24/18; Portland Railway, Light & Power Co., 210, 11/21/18, *sup.*, 1/15/19; San Francisco-Oakland Terminal Railways, 610, 4/10/19; Pacific Gas & Electric Co., 1125, 4/11/19.

Nos. 31, 32, 69, 154, 193, 210, 265, 610, 1125 contain this provision: "No motorman or conductor, however, who regularly is assigned a schedule run paying more than eight hours platform time, shall be required or allowed to run any such extra trip or do extra work or tripper service unless there are no available extra men to do such work." See also 1049.

In a number of cases the request for overtime for work beyond scheduled runs (Boston & Worcester Street Railway Co., 851, 1/15/19) or beyond a basic day (Ohio Electric Railway Co., Lima City Lines, 296, 1/15/19; Ohio Electric Railway Co., Zanesville Lines, 627 a, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; see also first note in this section) was not granted. The board has sometimes met such requests by saying that "Existing working conditions . . . shall be continued."

Minimum guarantees for extra motormen and conductors have been increased in a few cases;

Public Service Railway Co., 69, 7/31/18. Guaranteed wages of women: Kansas City Railways Co., 265, 10/24/18. On minimum guarantees see also agreement in Wilmington & Philadelphia Traction Co., 475, 1/15/19.

but in other cases in which the men had asked for an increase in the existing guarantee the board has not made the increase.

Union Traction Co., 96, 7/31/18; Kansas City Railways Co., 265, 10/24/18; Ohio Electric Railway Co., Lima City Lines, 296, 1/15/19; Ohio Electric Railway Co., Lima Interurban Lines, 627, Zanesville Lines, 627 a, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; Pacific Gas & Electric Co., 1125, 4/10/19. See also Pacific Electric Railway Co., 214, 4/10/19. The board has sometimes met this request by saying that "Existing working conditions \* \* \* shall be continued."

In two cases it has provided that runs on Sundays and holidays should be straight runs with no more than eight hours time;

Cleveland Railway Co., 31, 7/31/18; Detroit United Railway Co., 32, 7/31/18. See, however, 32 *sup.*, 12/6/18, which provides that "Runs on Sundays and holidays shall as far as possible all be straight runs of no more than eight hours time, but they may exceed eight hours time if absolutely necessary, provided the company pays time and a half for all time in excess of eight hours."

while in a few cases it has provided that night runs should all be straight runs with no more than eight hours time and with ten hours pay.

Cleveland Railway Co., 31, 7/31/18; Detroit United Railway Co., 32, 7/31/18; Kansas City Railways Co., 265, 10/24/18.

It has, however, refused to grant a request of the men for double time for working on rest days.

San Francisco-Oakland Terminal Railways, 610, 4/10/19.

4

### MAXIMUM PRODUCTION.

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

Upon several occasions the board has urged both parties to the controversy to do everything in their power to maintain the maximum production of war necessities and to cooperate in every way to attain this end.

Pollak Steel Co., 102, 8/21/18; Willys-Overland Co., 95, 10/11/18. See also award by agreement of parties in New York Central Iron Works Co., Hagerstown, 297, 9/26/18.

In Detroit United Railway Co.

32, 7/31/18. See also Detroit United Railway Co., 444, 1/18/19, and section on Employment of Women as Conductors (p. 70).

the parties agreed that, in spite of a closed-shop contract between the company and the union, there should be no discrimination against women or colored men if the necessity for their employment should arise, and this agreement was incorporated in the award.

It appeared beyond doubt in Bethlehem Steel Co.

22, 7/31/18.

that "the dissatisfaction among the employees of the company has had and is having a seriously detrimental effect upon the production of war materials absolutely necessary to the success of the American Expeditionary Forces. This was clearly developed in the testimony of the officials of the Ordnance Department. The main cause of the dissatisfaction is a bonus system so complicated and difficult to understand that almost one-half of the time of the hearings was consumed in efforts to secure a clear idea of the system. The absence of any method of collective bargaining between the management and the employees is another serious cause of unrest, as is also the lack of a basic guaranteed minimum-wage rate." The board attempted by its decision to remove the causes of this dissatisfaction.

In the case of the New York State Railways

120. Intervention of Rochester & Syracuse Railroad Co., 4/10/19.

the board condemned a contract between a street railway company and its employees which provided that when the cars of an inter-urban company were on the tracks of the local company they should be operated by the local employees. Whenever an interurban train came within the city limits its trainmen were idle approximately one hour. As this contract was about to expire, the board simply ordered that after this expiration such a provision should not be a part of any contract between the company and its employees.

The workers in Northern Indiana Gas & Electric Co.

45, 11/22/18.

demand that foremen on jobs be not allowed to use tools, but this demand was denied because "inconsistent with the times and unreasonable in view of the present necessity for the fullest possible utilization of the forces of production."

In the Newsprint Paper case,

35, 6/27/18.

however, the award declared that "Foremen and boss machine tenders shall not do manual labor in excess of 10 per cent of the time." In interpreting this section

1/28/19.

it was decided that it applied to a boss machine tender when acting as foreman, but that when acting under a foreman the section would not apply as limiting his manual labor to only 10 per cent of his time.

The board also sustained the contention of the pressmen of the Butterick Publishing Co.

752, 1/15/19.

that one pressman should operate but one two-color press, in accordance with the general practice in Greater New York, although the shop practice in the Butterick plant had been otherwise;

"The record shows that it is the general practice in Greater New York for pressmen to confine their labors to one press of this character. It is claimed by the representatives of the unions that this condition was brought about in other establishments because it was unsafe for a pressman to take care of two presses at one time. On the other hand, it is contended by the employers that a pressman can operate two of these presses without any great difficulty and that to confine the labors of a pressman to one press is a great economic loss." The board approved the report of the Section of the board assigned to the case which declared that "the business of the complainant is not placed at a disadvantage with establishments of like character by complying with the general rule in this instance."

and it has declared in several cases that an apprenticeship system should be established by mutual agreement between the company and the shop committee.

Waynesboro cases, 40, 7/11/18; St. Louis Car Co., 4 a, 10/11/18; Saginaw Machinists, 147, 10/25/18; St. Louis Coffin Co., 258, 11/19/18. Provision should be made for a reasonable number of apprentices: 4 a, 258. Apprentices should be given an opportunity to learn a trade under circumstances as to character of work and compensation as may be agreed upon between committees of the men and their employers: 40.

### MOBILIZATION OF LABOR.

*For the purpose of mobilizing the labor supply with a view to its rapid and effective distribution, a permanent list of the numbers of skilled and other workers available in different parts of the country shall be kept on file by the Department of Labor, the information to be constantly furnished—*

1. *By the trade-unions.*
2. *By State employment bureaus and Federal agencies of like character.*
3. *By the managers and operators of industrial establishments throughout the country.*

*These agencies shall be given opportunity to aid in the distribution of labor as necessity demands.*

## CUSTOM OF LOCALITIES.

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

## HOURS AND WORKING CONDITIONS.

The board has not usually stated the reasons for its decisions upon wages, hours of labor, and conditions of labor. We have seen, however, that some of the awards upon hours have been based upon the customs of the plants or upon the customs of similar plants in the same localities or in localities where the conditions apparently were not dissimilar,

Section on Decisions of Board in Favor of Basic Eight-hour Day (p. 75).  
See also American Locomotive Co., Richmond, 739, 1/29/19; Wharton Steel Co., 798, 3/14/19; Westfield Manufacturing Co., 968, 4/11/19; Western Cold Storage Co., 80, 3/26/19; McDonough Packing Co., 81 a, 3/26/19; Wink Packing Co., 81 b, 3/26/19; E. Godel & Sons, 81 c, 3/26/19; Armour & Co., 324, 4/10/19; Hinde & Dauch Paper Co., 576, 4/11/19.

and that at times the board has declared that the days which should be regarded as holidays were those which were recognized by State law.

Section on Sundays and Holidays (p. 79).

So, also, in dealing with working conditions the board has directed the observance of the custom of the community,

Butterick Publishing Co., 752, 1/15/19.

and it has at times directed an appeal to the local authorities if proper sanitary conditions were not established.

Section on Protecting Health and Safety of Workers (p. 67).

This provision concerning the custom of localities, however, does not make the local conditions unchangeable. It "makes the secured wage and time scales a foundation upon which to build and not an obstacle to progress, except only as the exigencies of the war may call for patriotic sacrifices."

Award by Umpire Mack in Iron Molders of Elizabeth, N. J., 160, 12/17/19.

"I am not forgetful that under the applicable governing principles, in fixing hours of labor as well as wages, regard should be had to the labor standards and wage scales prevailing in the localities affected. It can not, however, have been intended that the rate of pay and hours of labor fixed by contract for a definite locality and for a fixed period of six months or one year, whether in the prewar or war time, as in the case of the foundries here in question, should be the measure of the rates to be fixed at the expiration of that contract under a continually increasing cost of living and a consistent and insistent universal demand for the shorter day. Such an interpretation would bar all progress: its inapplicability was recognized by both sides in advancing the wage to \$5.75 pending arbitration. If it were held to mean that general local industrial conditions, and not merely those in the specific industry involved, are to be considered, but little help can be derived from this provision. For in Elizabeth, as in most localities, there are doubtless vast differences in wages and hours of labor both for skilled and unskilled indus-

trial workers. If, however, the iron molders in the immediate vicinity of Elizabeth alone be considered, there is no uniform practice either as to wages or as to the normal day; if the line be extended to include New York as a 'locality affected,' while a large majority of foundries have a normal nine-hour day, the contracts providing therefor were made long before July 1, 1918, and expire December 31, 1918; a very respectable minority, moreover, operate even now under a basic eight-hour day at wages of \$5.75 and upwards.

"In my judgment, however, the principle in question has an entirely different interpretation. If there are any real labor standards or wage scales in a particular industry or generally in any community, they are usually the result of years of struggle, the inevitable conflict between labor and capital under the prevailing industrial system. In times of peace, this struggle would continue; in a time of war it must be checked. The country's need must be the first consideration of both parties; as the boys in the trenches stand ready to give up life itself, labor must stand ready to make its sacrifices, by overwork, of health and normal longevity; all standards must yield to the nation's wants, but only to this. In so far as patriotism permits, they are to be conserved and regarded in making awards. Fairly interpreted, this provision makes the secured wage and time scales a foundation upon which to build, and not an obstacle in the path of progress except only as the exigencies of war may call for patriotic sacrifices."

"Workmen are entitled to comfortable living wages, and no comparisons that might be presented are sufficient to overturn or outweigh that principle."

Award by Umpire McChord in *Madison Machinists, 195, 2/18/19*, quoted more fully in second note in section on Wages and Customs of Localities (p. 93).

#### PRINCIPLES GOVERNING WAGE AWARDS.

The board has also stated reasons for its decisions in some of the wage awards, although it has done so in few cases in comparison with the total number of wage awards. In some cases it has based the awards upon wages paid in other plants where conditions were similar;

See next section, on Wages and Customs of Localities (p. 92).

in other cases it has sought to maintain the standards of living of the workers affected by granting to them wage advances proportionate to the increase in the cost of living;

See section on Maintenance of Standard of Living (p. 93).

and in a third class of cases it has tried to give to the workers a living wage.

See under heading *The Living Wage* (p. 94).

Underlying many of the street railway decisions, at least, is the position that in wage cases it is immaterial whether or not a business is on a paying basis.

At hearings before the joint chairmen on 6/24/18 and on 6/28/18, the joint chairmen called attention to the fact that the prices paid by the company for coal and metals were not dependent upon the financial condition of the company. The company on 6/24/18 and on 6/25/18 conceded that the right of the employees to reasonable wages was independent of the company's financial condition. On 6/25 Mr. Taft said, "We have no doubt ourselves, and I can speak that in advance, that it is our duty to go on and fix what we regard as a reasonable rate of wages without regard to the condition of the company." In *Boston Elevated Railway Co., 181, 10/2/18*, the award of the joint chairmen as arbi-

trators pointed out that "If the company needs coal or steel in the operation of its road it must pay the war prices for these commodities or go without. Similarly if it needs labor, it must also pay a price commensurate with the present exigency, a price which will enable its employees to meet their greatly increased expenses." Mr. Taft said in his opinion as one of the arbitrators in a case involving the Michigan United Railways Co., 405. "The National War Labor Board, of which we are chairmen, has held that the financial condition of the company is not a factor in determining what a fair rate of wages is on a joint submission like this." This statement was made in a case which came before Mr. Taft and Mr. Walsh as arbitrators and not as joint chairmen.

In Coal Dock Operators, Duluth, 201, 10/24/18, the board increased the compensation of the employees by awarding time and a half for work in excess of eight hours and double time for Sundays and holidays, and at the same time recommended that the Fuel Administration "give due consideration to the increased cost entailed by reason of this award." Subsequently, 201 *sup.*, 11/19/18, the board made a contingent award that the daily wage rate paid for a 10-hour work day on 10/1/18 should be the daily wage rate for an 8-hour day, saying, "Inasmuch as the selling price of the product of the coal dock operators is controlled by the Fuel Administration, and is based upon ascertained cost of operation, including wages, this award is made contingent on the action of the Fuel Administration making such readjustment in the selling price as may be warranted by reason of the increased cost of operation entailed by this award." Compare the recommendation to the Federal Trade Commission in Newsprint Paper, 35, 6/27/18, and, under The Living Wage, the section on Financial Recommendations (p. 114).

The award in Philadelphia Carpenters, Geo. W. Smith Co., 315, 11/19/18, was made in accordance with the submission agreement on the promise of the Emergency Fleet Corporation to pay increased compensation if called for by the award. The award of increased wages in Toledo, Bowling Green & Southern Railway Co., 527, 12/5/18, was also under the terms of the submission agreement contingent upon the securing of permission from the proper authorities to charge a rate of fare adequate to meet such award.

In Baker Manufacturing Corporation and Davison-Namack Foundry Co., 403, 4/8/19, Umpire Hale declared that "The fact that the selling price of the product has not increased does not of itself prove that there should be no increase in wages. The employers have introduced no evidence in regard to what their profits are with the present prices or whether those profits might reasonably be reduced."

In Tennessee Copper Co., 1028, 4/10/19, the board recommended wage arrangements which included readjustments in accordance with the market price of the product. The employees had acquiesced in the giving of weight to such a factor.

The considerations which have been stated were also apparently, sometimes separately and sometimes in combination, given more or less weight in other cases in which reasons for the decisions were not stated in the awards.

The board has also acted at times on the further principles, which do not appear to have been stated in any of the awards, that a higher wage should be paid for a higher grade of work than for a lower grade of work,

E. g., the wages awarded to platform men in Butte Electric Railway Co., Butte, Mont., 271, 11/20/18, depended in part upon the wages received by common labor in that town.

and that where work is of an undesirable character that fact should be given some weight in fixing wages.

Compare the minimum wages awarded to St. Joseph Lead Co., 16, 7/31/18, with the minimum wages awarded in other cases about the same time. See also the opinion of the umpire in New York Harbor case, 10, 2/25/19, and opinion in Little Rock Laundries, 233, 11/9/18.

## WAGES AND CUSTOMS OF LOCALITIES.

As already pointed out, some of the wage awards have been explicitly based upon the customs of similar plants in the same localities or of similar plants operating elsewhere under conditions which apparently were not dissimilar.

Philadelphia Carpenters, Geo. W. Smith Co., 315, 11/19/18; Molders, Ridgeway, Pa., 349, 12/20/18; Molders, Williamsport, Pa., 355, 12/20/18; Montana Power Co., 583, 2/13/19; Nevada Consolidated Copper Co., 303, 2/20/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; Wharton Steel Co., 798, 3/14/19; umpire's award in Baker Manufacturing Corporation and Davison-Namack Foundry Co., 403, 4/8/19; Willys-Morrow Co., 844, 4/10/19; Remington Arms Co., 937, 4/10/19; umpire's award in Coal Dealers, Lynn, Mass., 774, 4/11/19; recommendations in the following cases: Bethlehem Steel Co., Lebanon, 419, 1/15/19; Lebanon Valley Iron Co., 420, 1/15/19; Burden Iron & Steel Co., 421, 1/15/19; Cohoes Rolling Mill Co., 422, 1/15/19; Milton Manufacturing Co., 422 a, 1/15/19; Pennsylvania Iron & Steel Co., 422 b, 1/15/19; Columbia Metal Box Co., 772, 1/15/19; American Locomotive Co., Richmond, 739, 1/29/19; American & British Manufacturing Co., 594, 2/12/19; Butterick Publishing Co., 880, 2/12/19; Reading, Pa., cases, 522, 3/4/19; Coopers, Chicago, Ill., 696, 3/4/19; United Gas & Electric Co., 725, 3/4/19; Spang & Co., 915, 3/4/19, 915 a, 3/11/19; Western Cold Storage Co., 80, 3/26/19; McDonough Packing Co., 81 a, 3/26/19; Wink Packing Co., 81 b, 3/26/19; E. Godel & Sons, 81 c, 3/26/19; Armour & Co., 324, 4/10/19; Hinde & Dauch Paper Co., 576, 4/11/19. See also award in Galesburg Railway, Light & Power Co., 109 *sup.*, 12/5/18; recommendation in Russell Motor Car Co., 122, 3/4/19. Compare award quoted in note in section on Hours and Working Conditions (p. 89); umpire's award in Molders, Warren, Ohio, 437, 1/8/19; recommendation in Firemen of Pittsburgh, Pa., 226, 10/24/18; opinions of minority of board in the following cases: Florida Fertilizer Manufacturers, 680, 2/18/19; Rhode Island Textile Workers, 275, 3/13/19; Minneapolis Steel & Machinery Co., 46, 4/11/19; St. Paul Foundry Co., 570, 4/11/19; American Hoist & Derrick Co., 571, 4/11/19. The decisions in other cases, e. g., Standard Boiler & Plate Iron Co., 325, 4/9/19, were in a measure governed by such customs.

In the street railway cases the joint chairmen as arbitrators made greater increases in some cities than in others. For example, the maximum rate in Cleveland, Ohio, was raised from 35 cents to 48 cents, bringing it to the same level as the rate awarded in Detroit, Chicago, and Buffalo. As the joint chairmen said, Cleveland Railway Co., 31, 7/31/18, this exceptional increase was "due to the fact that the wage paid by the Cleveland company were unusually low—5 cents below the average." In Boston Elevated Railway Co., 181, 10/2/18, where the joint chairmen increased the maximum wages of surface motormen and conductors from 37½ cents to 48 cents, they said, "The increase is substantial, but is fair. It is required by the increase in the cost of living and brings the wage in Boston only up to a parity with wages of motormen and conductors in other cities of similar importance, where the cost of living is at most not higher than it is in Boston."

Other awards have been based upon the rates paid by the Government for work which was being done for it in other places than the plant involved.

Bethlehem Steel Co., 22, 7/31/18; Philadelphia Carpenters, Geo. W. Smith Co., 315, 11/19/18; Remington Arms Co., 937, 4/10/19; Boilermakers, Akron, Ohio, 826 a, 4/11/19; recommendations in the following cases; Russell Motor Car Co., 122, 3/4/19; Industrial Manufacturing Co., 783, 3/4/19; Spokane & Inland Empire Railroad Co., 503, 3/27/19; Minneapolis Steel & Machinery Co., 46, 4/11/19; St. Paul Foundry Co., 570, 4/11/19; American Hoist & Derrick Co., 571, 4/11/19. (The recommendations in 46, 570, 571, were by majority vote.) See also umpire's award in Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18; Machinists, Philadelphia, 400, 12/20/18.

In Madison Machinists, 195, 2/18/19, Umpire McChord said, "It is also argued by the employers that the wages now paid in the factories of Madison are as high as, or higher than, are paid by the State of Wisconsin and the city of Madison, and that therefore a wage level is established which it would be unwise to change or disturb. This argument has little force. Carried to its logical conclusion, workers would always be required to accept low wages, provided the majority in the same community received low wages. It would always mean a reduction to the lowest level, which is neither just to the worker or the community as a whole. In any event, there is no just comparison between workers in factories and those employed by State or municipal authorities. Certainly unduly low wages paid by the latter can not rightfully constitute the just measure for the former. The test is not so much what the level is, as how that level measures up with the cost of living. Workmen are are entitled to comfortable wages, and no comparisons that might be presented are sufficient to overturn or outweigh that principle."

In Niles-Bement-Pond Co., 339, 12/9/18, Umpire Lind said, "The question of determining what is a fair wage is always a difficult one and especially so at the present moment when industry as a whole is disturbed by many untoward conditions. In the present situation I do not think that it would be either wise or just to be guided in any large degree by the very high scale of wages that was established by the Government, while we were actively engaged in hostilities, for the purpose of stimulating war production."

The board has at times, e. g., Machinists, Philadelphia, 400, 12/20/18; Industrial Manufacturing Co., 783, 3/4/19, recommended that where the payment of rates provided for in the decision of the board increases the cost of production, the Government, for which the companies were producing, should reimburse the companies to the extent which investigation should show to be necessary under the increased rates.

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

In most if not all of the street railway cases which have come before it the board has found it necessary to add to its award of higher wages a recommendation that the appropriate authorities allow the company to increase its charges. See under The Living Wage the section on Financial Recommendations (p. 114). And see recommendation to Federal Trade Commission in Newsprint Paper, 35, 6/27/18.

### MAINTENANCE OF STANDARD OF LIVING.

Several of the awards and recommendations have been based explicitly upon increases in the cost of living.

Award by board in Newsprint Paper, 35, 6/27/18; Pressmen's Union of Chicago, 105, 9/27/18; Little Rock Laundries, 233, 11/9/18; Montana Power Co., 583, 2/13/19. Awards by joint chairmen as arbitrators in Detroit United Railway Co., 32, 7/31/18; Chicago Surface Lines, 59 a, 7/31/18; Chicago & West Towns Railway Co., 59 b, 7/31/18; Boston Elevated Railway Co., 181, 10/2/18. Recommendations by board by majority vote in Florida Fertilizer Manufacturers, 680, 2/18/19, and in J. A. McNulty, 261, 4/11/19. See also opinion of umpire in Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18; recommendations in the following cases: American Sheet & Tin Plate Co., 232, 1/15/19; Bedford Stone Club, 397, 1/15/19; Bethlehem Steel Co., North Lebanon Plant, 401, 1/15/19; Eastern Steel Co., 418, 1/15/19; Imperial Electric Co., 520, 1/15/19; Columbia Metal Box Co., 772, 1/15/19; Standard Steel Car Co., 914, 914 a, 1/15/19; and interpretation of provision as to increased cost of living in Newsprint Paper, 35 sup., 12/19/18.

It must be noted, however, that in a number of the cases in which wages have been raised on a percentage basis,

Willys-Overland Co., 95, 10/11/18; umpire's award in Niles-Bement-Pond Co., Plainsfield, N. J., 339, 12/9/18; Molders, Elkhart, Ind., 383, 4/10/19; Benjamin Iron & Steel Co., 724, 4/10/19; recommendation in Molders, Fort Wayne, Ind., 284, 4/10/19. See also Reading Iron Co., 416, 11/19/18; Wilkesbarre cases, 638, 2/20/19; and recommendations in Nos. 419 to 422 b.

or in which the board has simply classified the workers according to their wages and decided upon separate increases for each class,

See recommendations in Bridgeport Mmunition Workers, 182, 8/28/18; Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19; American & British Manufacturing Co., 594, 2/12/19; and award by joint chairmen as arbitrators in St. Joseph Lead Co., 16, 7/31/18.

the board has granted proportionately greater advances to the lower-paid workers than to the higher-paid workers.

The same result has sometimes been brought about in the establishment of minimum wages. See, e. g., women's wages in St. Louis Coffin Co., 258, 11/19/18. And see citations under Street Railway Wages: Percentage Increases for Other Employees (p. 110). The board has also in the case of motormen and conductors increased the wages of new employees to a greater extent than it increased the wages of those who had been longer in the service.

It is apparent, therefore, that the increase in the cost of living is a factor which is not given uniform weight in wage cases or is not the sole factor in determining advances in wages of both the higher-paid and the lower-paid men.

From umpire's award in Madison Machinists, 195, 2/18/19:—"Certain workers find it difficult to secure the ordinary comforts of life at the wages they receive from some of the employers in Madison. Such a condition ought not to exist anywhere. A worker is entitled, if he be sober and industrious, as a matter of right, to something more than the bare living cost. His right is to receive a wage that shall insure to himself and dependents those ordinary comforts of life that go to make up a happy home. It is argued by the employers that because their employees have had their wages increased from time to time, so that the wages now received represent about the same percentage of increase as the increase in living cost, they have done their full duty in the premises. This, of course, must be based on the assumption that in 1914 the wages paid represented all that the worker was then entitled to, which assumption is not established on this record."

## THE LIVING WAGE.

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

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

### I. IN GENERAL.

#### THE AWARDS TO BE EXAMINED.

Under this heading we shall consider not only those awards which relate strictly to the living wage but all wage awards which have not been considered elsewhere.

## DETERMINATION OF THE LIVING WAGE.

In the Waynesboro cases,

40, 7/11/18.

after establishing a minimum wage of 40 cents per hour the board said, "The board hereby announces that it has now under consideration the matter of the determination of the living wage, which under its principles must be the minimum rate of wage which will permit the worker and his family to subsist in reasonable health and comfort. That in respect to the minimum established by this finding it shall be understood that it shall be subject to readjustment to conform to the board's decision when and as a determination shall be reached in that regard."

The board, however, on July 31, 1918, adopted a resolution containing the following paragraphs:—

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

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

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

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

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

## II. INDUSTRIAL CASES.

## WAGE INCREASES.

The board has frequently decided that employers who were parties to the award should increase wages, either on a definite percentage basis,

Newsprint Paper, 35, 6/27/18; General Electric Co., Pittsfield, 19, 7/31/18; General Electric Co., Schenectady, 127, 7/31/18, *sup.*, 11/22/18; Pollak Steel Co., 102, 8/21/18; St. Louis Car Co., 4a, 10/11/18; Willys-Overland Co., 95, 10/11/18; Saginaw Machinists, 147, 10/25/18; St. Louis Coffin Co., 258, 11/19/18; Reading Iron Co., 416, 11/19/18; Northern Indiana Gas & Electric Co., 45, 11/22/18; Erie Lighting Co., 133, 11/22/18; umpire's award in Niles-Bement-Pond Co., Plainsfield, N. J., 339, 12/9/18; umpire's award in Molders, Warren, Ohio, 437, 1/8/19; Union Carbide Co., 174, 1/15/19; Western Drop Forge Co., 334, 1/29/19; Portland Railway, Light & Power Co., 567, 2/19/19; Wilkesbarre cases, 638, 2/20/19; Walworth Manufacturing Co., 274, 3/6/19; Patternmakers, Buffalo, 604,

3/14/19; Chicago Brush Manufacturing Co., 754, 3/26/19; Matthews Engineering Co., 542, 542 a, 3/27/19; Standard Boiler & Plate Iron Co., 325, 4/9/19; Molders, Elkhart, Ind., 383, 4/10/19; Benjamin Iron & Steel Co., 724, 4/10/19. See also umpire's award in Madison Machinists, 195, 2/18/19; recommendation in Molders, Fort Wayne, Ind., 284, 4/10/19; recommendation by board by majority vote in Rhode Island Textile Workers, 275, 3/13/19; and recommendations in Nos. 232, 397, 401, 418, 520, 772, 914, 914 a. In Molders, Warren, Ohio, 437, 1/8/19, the umpire decided that the wages paid on a named date for a nine-hour day should be the daily wage rate for an eight-hour day. In Coal Dock Operators, 201 *sup.*, 11/19/18, the board decided, contingent upon the action of the Fuel Administration, that the wages paid on a named date for a ten-hour work day should be the daily wage rate paid for an eight-hour day. In instituting basic days the board has increased daily wages even when it did not raise the hourly rate.

or by a definite amount of money,

Newsprint Paper, 35, 6/27/18; Indianapolis Painters, 62, 9/27/18; Pressmen's Union of Chicago, 105, 9/27/18; New Orleans Railway & Light Co., 93, 10/24/18; Printers' League, N. Y., 446, 11/19/18; Pressmen's Union, N. Y., 446 a, 12/6/18; Typographical Union, 446 b, 12/6/18; Paper Cutters' Union, 446 c, 12/6/18; Bindery Women's Union, 446 d, 12/6/18; Paper Handlers' Union, 446 e, 12/6/18, *sup.*, 2/12/19; Press Feeders' Union, 446 f, 12/6/18; Gem Metal Products Corporation, 591, 12/17/18; New York Photo Engravers' Union, 892, 3/12/19. See also Sinclair Refining Co., 395, 12/15/18; recommendations in the following cases: Bridgeport Munition Workers, 132, 8/28/18; Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19; American & British Manufacturing Co., 594, 2/12/19; award by joint chairmen as arbitrators in St. Joseph Lead Co., 16, 7/31/18.

or to a definite amount of money,

Molders, Chicago, 87, 6/12/18, *sup.*, 3/14/19; Newsprint Paper, 35, 6/27/18; Waynesboro cases, 40, 7/11/18; St. Joseph Lead Co., 16, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Pollak Steel Co., 102, 8/21/18; Bridgeport Munition Workers, 132, 8/28/18; recommendation in American & British Manufacturing Co., 594, 2/12/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19. See also citations in later sections.

or by establishing minimum wages to be paid to all men or to all women employed, or to all those who were doing designated types of work.

Instances in which these have been done will be stated in later sections.

It has declared that the wages under consideration were too low and should be materially increased;

Reading, Pa., cases, 522, 3/4/19; J. B. Stine, 521, 4/9/19.

it has made recommendations against reductions in wages;

Tennessee Copper Co., 1028, 4/10/19; Western Chemical Co., 1042, 4/10/19.

and it has stipulated in a number of cases that the revision of wages or earnings provided for in the award should in no case operate to reduce the wages or earnings of any employee.

Newsprint Paper, 35 *sup.*, 7/26/18, *sup.*, 1/28/19; Bethlehem Steel Co., 22 7/31/18; Bridgeport Munition Workers, 132, 8/28/18; St. Louis Car Co., 4 a, 10/11/18; Willys-Overland Co., 95, 10/11/18; Corn Products Refining Co., 130, 11/21/18; Philadelphia Machinists, 400, 12/20/18; recommendation in American & British Manufacturing Co., 594, 2/12/19; umpire's award in Madison Machinists, 195, 2/18/19; Meat Cutters of East St. Louis, Ill., 829, 3/4/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; Wharton Steel Co., 798, 3/14/19; recommendations of board by majority vote in the following cases: Rhode Island Textile Workers, 275,

3/13/19; Minneapolis Steel & Machinery Co., 46, 4/11/19; St. Paul Foundry Co., 570, 4/11/19; American Hoist & Derrick Co., 571, 4/11/19.

The board has not invariably decided in favor of increases in wages. It has at times expressed the opinion that the rates under consideration were reasonable;

Recommendation in San Diego Electric Railway Co., 452, 4/10/19. See also limited scope of umpire's award in Coal Dealers, Lynn, Mass., 774, 4/11/19. Rates reasonable as a whole, although individual inequalities might call for redress: recommendations in Minneapolis Gas Light Co., 473, 4/11/19; and in Minnesota Flour Mills, 482, 4/11/19.

and it has in a number of cases left the question of wages to collective bargaining between the parties.

See section on Duties of Committees (p. 61).

### MINIMUM WAGES FOR PLANT.

The minimum wage for men has ranged from recommendations of 30 cents an hour for common labor in San Antonio, Tex.,

Building Trades of San Antonio, Tex., 216, 1/30/19.

and 35 cents an hour for lumber company employees on the northern border of Maine,

Van Buren Lumber Employees, Van Buren, Me., 21, 21 b, 1/15/19.

up to an award of 50 cents to the employees of the St. Joseph Lead Co.,

Herculaneum, Mo., 16, 7/31/18.

including unskilled laborers. And in the case of Hod Carriers' Union of Cleveland, Ohio,

104, 1/15/19.

the board decided that a rate of 55 cents to building trades laborers, including the unskilled, which was being paid by way of compromise pending decision by the board, should remain in force. The awards have usually been around 40 or 42 cents in industrial cases.

30 cents: recommended in Building Trades of San Antonio, Tex., 216, 1/30/19.

35 cents: recommended in Van Buren Lumber Employees, Van Buren, Me., 21, 21 b, 1/15/19.

37 cents: recommended in Florida Fertilizer Manufacturers, 680, 2/18/19, against the vote of some members of the board, who thought that the rate was higher than should be established for that community.

38 cents: Newsprint Paper, 35, 6/27/18. This was apparently recommended in Aroostook Pulp & Paper Co., Van Buren, Me., 21 a, 1/15/19.

40 cents: to workers over 21 years of age who have been employed six months: umpire's award in Madison Machinists, 195, 2/18/19.

40 cents: Waynesboro cases, Waynesboro, Pa., 40, 7/11/18; Pollak Steel Co., 102, 8/21/18; St. Louis Car Co., 4 u, 10/11/18; Willys-Overland Co., Elyria, Ohio, 95, 10/11/18; Reading Iron Co., Reading, Pa., 416, 11/19/18; recommended in American & British Manufacturing Co., Providence, R. I., 594, 2/12/19; recommended in Carpenter Steel Co., Reading, Pa., 913, 2/12/19; Wilkesbarre cases, 638, 2/20/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; Matthews Engineering Co., Sandusky, Ohio, 542, 542 a, 3/27/19; J. B. Stine, Osceola Mills, Pa., 521, 4/9/19. See also Commonwealth Steel Co., Granite City, Ill., 472, 11/9/18.

*42 cents:* General Electric Co., Pittsfield, Mass., 19, 7/31/18; General Electric Co., Schenectady, N. Y., 127, 7/31/18; umpire's award in Bridgeport Munion Workers, Bridgeport, Conn., 132, 8/28/18; Pittsfield Machine & Tool Co., Pittsfield, Mass. 337, 11/21/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., 163, 12/20/18; Machinists, Hamilton, Ohio, 978, 4/10/19. See also recommendations in the following cases: Remington Arms Co., Ilion, N. Y., 937, 4/10/19; Steacy-Schmidt Manufacturing Co., York, Pa., 454, 4/11/19; Lancaster, Pa., cases, 873 to 877, 4/11/19.

*50 cents:* St. Joseph Lead Co., Herculaneum, Mo., 16, 7/31/18.

*55 cents:* Hod Carriers' Union of Cleveland, Ohio, 104, 1/15/19.

See also next section on wages of laborers (p. 102).

While women are to be paid wages equal to those paid to men for the same work,

See citations under Women in Industry (p. 69.)

the board has upon several occasions established lower minimum wages for the women employees in a plant than were established for the men employed in the same plant. These minimum wages have ranged from 20 to 35 cents per hour.

*\$11 per week* (about 20 cents per hour) except for apprentices: Little Rock Laundries, 233, 11/9/18. First three months, *21 cents*, next six months, *26 cents*, after nine months, *32 cents:* St. Louis Coffin Co., 258, 11/19/18.

*30 cents* for women 21 years of age or over: General Electric Co., Pittsfield, Mass., 19, 7/31/18; Pittsfield Machine & Tool Co., 337, 11/21/18. *30 cents* for women 18 or over: Willys-Overland Co., Elyria, Ohio, 95, 10/11/18; St. Louis Car Co., 4 a. 11/11/18. *30 cents* for women except new employees and apprentices: Standard Wheel Co., Terre Haute, Ind., 176, 10/25/18.

*\$15 per week* (about 31 cents per hour): nothing said as to age: General Electric Co., Schenectady, N. Y., 127, 7/31/18; Meat Cutters of East St. Louis, Ill., 829, 3/4/19.

*32 cents* for women 18 or over with 6 months' experience in the plant: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., 163, 12/20/18; umpire's award in Madison Machinists, 195, 2/18/19.

*35 cents* for women 18 or over: umpire's award in Chambersburg, Pa., cases, 371, 3/11/19. *35 cents* for women 18 or over who have worked in the plant for 3 months: Midvale Steel & Ordnance Co., Nicetown, Pa., 129, 2/11/19. *35 cents* for women 18 or over who have worked in the plant for 6 months: Matthews Engineering Co., Sandusky, Ohio, 542, 542a, 3/27/19; Vim Motor Co., 853, 4/9/19. *35 cents* for women 21 or over who have worked in the plant for 6 months: Midwest Engine Co., Indianapolis, Ind., 562a, 3/26/19.

## MINIMUM WAGES FOR PARTICULAR OCCUPATIONS IN PLANT.

The board has established minimum wages to be paid to workers involved who were engaged in particular occupations. A few typical instances must be named. Thus, among metal-workers it has established minimum wages for tool-makers,

*80 cents:* Midvale Steel & Ordnance Co., Nicetown, Pa., 129, 2/11/19.

*7½ cents:* recommended by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., 571, 4/11/19.

*72½ cents:* recommended in B. F. Sturtevant Co., Boston, Mass., 393, 1/30/19.

*72 cents:* Worthington Pump & Machinery Corporation, East Cambridge, Mass., 14, 7/11/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., 320, 3/14/19; Westfield Manufacturing Co., Westfield, Mass., 968, 4/11/19.

*60 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

*Tool dressers, 70 cents:* Pollak Steel Co., Carthage, Cincinnati, Ohio, 102, 8/21/18. *65 cents:* Waynesboro, Pa., cases, 40, 7/31/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

### for machinists,

*First class, 80 cents; second class, 70 cents:* Midvale Steel & Ordnance Co., Nicetown, Pa., 129, 2/11/19.

*First class, 27½ cents; second class, 26½ cents:* recommended in B. F. Sturtevant Co., Boston, Mass., 393, 1/30/19.

*First class, 72 cents; second class, 65 cents:* recommended by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., 571, 4/11/19.

*First class, 72 cents; second class, 62 cents:* Worthington Pump & Machinery Corporation, East Cambridge, Mass., 14, 7/11/18.

*First class, 60 cents; second class, 45 cents:* by agreement in New York Central Iron Works Co., Hagerstown, Md., 297, 9/26/18.

*Bench tool machinists, 60 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

*Journeymen machinists, at least 4 years' experience, 55 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

*Machinists, 75 cents:* National Refining Co., Coffeyville, Kans., 97, 8/28/18. *72 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., 163, 12/20/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., 320, 3/14/19. *70 cents:* umpire's award in National Marine Engine Co., Scranton, Pa., 874, 5/7/19. *68 cents:* Westfield Manufacturing Co., Westfield, Mass., 968, 4/11/19.

*Machinists employed by newspaper publishers, 90 cents* (\$7.20 per day of 8 hours): Newspaper Publishers, New York, N. Y., 637, 1/15/19.

### for specialists,

*Specialists, 65 cents:* Midvale Steel & Ordnance Co., Nicetown, Pa., 129, 2/11/19. *56 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., 163, 12/20/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., 320, 3/14/19. *52 cents:* recommended in B. F. Sturtevant Co., Boston, Mass., 393, 1/30/19.

*Specialists, under two years' experience, 40 cents; over two years, 45 cents; over three years, 50 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/14/19.

*Specialists and handy men, 56 cents:* recommended by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., 571, 4/11/19.

*Specialists and handy men, under 4 months' experience, 42 cents; over 4 months' experience, 52 cents:* Worthington Pump & Machinery Corporation, East Cambridge, Mass., 14, 7/11/18.

### for handy men,

See preceding note.

### and for machinists' helpers,

*55 cents:* Midvale Steel & Ordnance Co., Nicetown, Pa., 129, 2/11/19.

*49 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., 163, 12/20/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., 320, 3/14/19; recommended by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., 571, 4/11/19.

*48 cents:* umpire's award in National Marine Engine Co., Scranton, Pa., 874, 5/7/19.

*46 cents:* Worthington Pump & Machinery Corporation, East Cambridge, Mass., 14, 7/31/18; recommended in B. F. Sturtevant Co., Boston, Mass., 393, 1/30/19.

*42 cents:* Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., 12, 7/31/18.

*40 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

In National Refining Co., Coffeyville, Kans., *97*, 8/28/18, the board awarded *65 cents* to men who were "helpers of boilermakers, machinists, and blacksmiths," but the work of each of these helpers varied from time to time and was unusually heavy.

#### for patternmakers,

*77½ cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

*65 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

*Journeyman patternmakers:*

*\$1.00:* Patternmakers, Detroit, Mich., *158*, 12/10/18.

*\$1.00 in jobbing shops; 90 cents in manufacturing shops:* Patternmakers, Buffalo, N. Y., *604*, 3/14/19.

*80 cents:* recommendation in Midwest Engine Co., Indianapolis, Ind., *562*, 3/14/19.

*75 cents:* recommendation in Patternmakers, Columbus, Ohio, *670*, *671*, that this rate, which had been agreed upon in June, 1918, should be continued.

#### for molders and coremakers,

*75 cents* (\$6.00 per 8-hour day): umpire's award in Molders, Warren, Ohio, *437*, 1/8/19; Molders, Chicago, Ill., *87 sup.*, 3/14/19, increased from *\$5.50* per 8-hour day, *87*, 6/12/18.

*72½ cents for fully skilled molders and coremakers; 62½ cents for workmen of less or limited skill:* umpire's award in Hyde Windlass Co., Bath, Me., *354*, 4/9/19.

*72 cents:* recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

*70 cents:* umpire's award in Parsons Co., Newton, Iowa, *831*, 4/9/19.

*65 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; Molders, Ridgway, Pa., *349*, 12/20/18; Molders, Williamsport, Pa., *355*, 12/20/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

*\$5.75 per 8-hour day:* umpire's award in Iron Molders, Elizabeth, N. J., *160*, 12/17/18.

*\$5.64 per 8-hour day:* umpire's award in Baker Manufacturing Co., Saratoga Springs, N. Y., Davison-Namack Foundry Co., Ballston Spa, N. Y., *403*, 4/8/19.

*\$5.80 per 9-hour day:* Pero Foundry Co., Worcester, Mass., *757*, 3/26/19.

*\$5.61 per 9-hour day:* umpire's award in Rochester Founders, Inc., Rochester, N. Y., *474*, 3/6/19.

#### for blacksmiths,

*75 cents:* National Refining Co., Coffeyville, Kans., *97*, 8/28/18.

*65 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; by agreement in New York Central Iron Works Co., Hagerstown, Md., *297*, 9/26/18.

*60 cents:* Pollak Steel Co., Carthage, Cincinnati, Ohio, *102*, 8/21/18.

*55 cents:* Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., *12*, 7/31/18.

*Blacksmith's helper, 45 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; Pollak Steel Co., Carthage, Cincinnati, Ohio, *102*, 8/21/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19. See also reference to National Refining Co. award under "Machinists' helpers."

#### for boilermakers,

*72 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18.

*60 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

*Boilermaker specialists, 55 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

*Helpers, 49 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., 163, 12/20/18. *45 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19. See also reference to National Refining Co. award under "Machinists' helpers."

and for kindred trades;

On laborers see note near the end of this section. On various other metal-working occupations and other occupations in metal-working plants see Waynesboro, Pa., cases, 40, 7/11/18; Sloss-Sheffield Steel & Iron Co., 12, 7/31/18; Pollak Steel Co., 102, 8/21/18; agreement in New York Central Iron Works Co., Hagerstown, 297, 9/26/18; umpire's award in Worthington Pump & Machinery Corp., Cudahy, 163, 12/20/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; umpire's award in National Marine Engine Co., 674, 5/7/19; layerouts (76½ cents) in recommendations by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., 571, 4/11/19; ironworkers in Sexauer & Lemke, 857, 1/15/19; puddlers, finishers, etc., in Reading Iron Co., 416, 11/19/18, and, with 416, also recommendations in 419, 420, 421, 422, 422 a, 422 b. Wages were also increased in cases which are cited in section entitled Wage Increases (p. 95).

and it has named the minimum wages to be paid to men engaged in other occupations, as structural iron workers,

*85 cents:* umpire's award in Bridge, Structural, and Ornamental Iron Workers of Kansas City, Mo., 526, 5/9/19.

and bricklayers,

*\$1.00:* recommended in Building Trades of San Antonio, Tex., 216, 1/30/19. In Tri-City Bricklayers' Union, Rock Island, Ill., 676, 2/11/19, however, the board refused to alter the award of an umpire for the parties who had decided in favor of *81½ cents* except for work taken before 1/1/18, which should be finished at *75 cents*.

See also Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

and plumbers,

*93½ cents:* recommended in Building Trades of San Antonio, Tex., 216, 1/30/19.

*Over 4 years experience, 60 cents; under 4 years experience, 50 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

and painters,

*75 cents:* recommended in Building Trades of San Antonio, Tex., 216, 1/30/19.

*60 cents:* Philadelphia Painters, 230, 11/19/18.

*Over 4 years experience, 60 cents; under 4 years experience, 50 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

and carpenters,

*72½ cents:* National Refining Co., Coffeyville, Kans., 97, 8/28/18.

*50 cents:* Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19. See also recommendation in J. A. McNulty, Minneapolis, Minn., 261, 4/11/19, by vote of majority of board.

*48 cents:* Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., 12, 7/31/18.

*80 cents* for employees engaged on ship-joinery and mill work for ships being built under control of Emergency Fleet Corporation; Philadelphia Carpenters, 315, 11/19/18.

and metal lathers,

*87½ cents:* recommended in Building Trades of San Antonio, Tex., 216, 1/30/19.

## and coopers,

65 cents: Sinclair Refining Co., Coffeyville, Kans., 395, 11/20/18.

55 cents: National Refining Co., Coffeyville, Kans., 97, 8/28/18. This was raised by the company to 65 cents: see discussion in 395.

## and car coopers,

55 cents: Recommendation in J. A. McNulty, Minneapolis, Minn., 261, 4/11/19, by vote of majority of board.

## and electrical workers,

First class, 67½ cents; second class, 62½ cents; helpers, 40 cents: Bethlehem Steel Co., Bethlehem, Pa., 22, 7/31/18.

Electricians, 72 cents; helpers, 49 cents: umpire's award in Worthington Pump and Machinery Corporation, Cudahy, Wis., 163, 12/20/18.

Electricians, over 4 years experience, 60 cents; under 4 years experience, 50 cents: Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19.

Linemen, 70 cents: Northern Indiana Gas & Electric Co., Hammond, Ind., 45, 11/22/18; Erie Lighting Co., Erie, Pa., 133, 11/22/18.

Linemen, 56½ cents; substitution operators, \$90.00 per month: United Gas & Electric Co., New Albany, Ind., 725, 3/4/19.

Journeyman electrical workers, 75 cents: Intermountain Power Co., Spokane, Wash., 440, 11/22/18.

In Electrical Workers of Municipal Gas Co., Albany, N. Y., 1041, 4/30/19, the award fixed wages for electrical workers in various occupations, including cable splicers, \$5.75 to \$6.40 per day; line foremen, \$6.00 per day; linemen, \$5.50 per day; linemen apprentices, \$4.50 per day. The day was of nine hours.

In San Joaquin Light & Power Co., Taft, Calif., 368, 1/16/19, the Federal Oil Board of California had established rates for electrical workers based on experience, and the War Labor Board approved that award as it felt that journeymen electrical workers should have four years' experience before receiving \$7 for eight hours' work (87½ cents per hour).

## and laborers,

45 cents: Corn Products Refining Co., 130, 11/21/18.

42 cents: recommended in Crown Cork & Seal Co., Baltimore, Md., 830, 2/11/19; recommended by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., 571, 4/11/19.

40 cents: Waynesboro, Pa., cases, 40, 7/11/18; Pollak Steel Co., Carthage, Cincinnati, Ohio, 102, 8/21/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; umpire's award in National Marine Engine Co., Scranton, Pa., 674, 5/7/19. See also Commonwealth Steel Co., Granite City, Ill., 472, 11/9/18; Carpenter Steel Co., Reading, Pa., 913, 2/12/19.

38 cents: Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., 12, 7/31/18.

37 cents: recommended in Florida Fertilizer Manufacturers, 680, 2/18/19, by vote of majority of board.

30 cents: recommended in Building Trades of San Antonio, Tex., 216, 1/30/19.

Building trade laborers, 55 cents: Hod Carriers' Union, 104, 1/15/19. This rate was being paid to unskilled and semi-skilled laborers by way of compromise pending the decision of the board and the board decided that it should remain in force.

## and in other lines of work,

Paper makers: Newsprint Paper, 35, 6/27/18, sup., 1/28/19.

Teamsters, etc.: Sloss-Sheffield Steel & Iron Co., 12, 7/31/18; Waynesboro, Pa., cases, 40, 7/11/18; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; Municipal Gas Co., 1041, 4/30/19.

Laundry workers: Little Rock, Ark., Laundries, 233, 11/9/18.

Clerical workers: General Electric Co., Schenectady, 127 sup., 11/22/18.

Storeroom clerks and timekeepers, 52 cents: recommended by board by majority vote in Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., 571, 4/11/19.

*Fire fighters:* Fire Fighters of Jackson, Miss., 747, 3/26/19.

*Meat cutters,* \$25.00 per week; *grocery clerks and drivers,* \$23.00 per week: Meat Cutters of East St. Louis, Ill., 829, 3/4/19.

*Various employees of the National Refining Co.,* 97, 8/28/18; Corn Products Refining Co., 130, 11/21/18; Waynesboro, Pa., 40, 7/11/18; Crown Cork & Seal Co., 830, 2/11/19; Chambersburg, Pa., 371, 3/11/19. In 830 there was simply a recommendation. See also Commonwealth Steel Co., 472, 11/9/18. Wages were also increased in cases which are cited in section entitled Wage Increases (p. 95).

The board has also named minimum wages to be paid to women who were engaged in particular occupations.

*Clerical workers* aged 18 or over, \$16.50 per week (about 34 cents per hour): General Electric Co., Schenectady, N. Y., 127 *sup.*, 11/22/18.

*Cashiers and other female help,* \$15.00 per week: Meat Cutters of East St. Louis, Ill., 829, 3/4/19.

*\$10.50 per week for scrub women* who worked two and a half hours early in the morning and two and a half hours early in the evening: General Electric Co., Schenectady, N. Y., 127, 7/31/18.

See also under Street railway cases, section on Minimum Wages for Other Employees, concerning minimum wages for women (p. 111).

### PROVISIONS FOR MORE OR LESS THAN MINIMUM RATES.

Moreover, it has established higher rates for overtime work,

Under title of Hours of Labor see section on Payment for Overtime (p. 80).

for night work,

*5 per cent higher than day work:* General Electric Co., Pittsfield, 19, 7/31/18; General Electric Co., Schenectady, 127, 7/31/18; Pollak Steel Co., 102, 8/21/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18; umpire's award in Madison Machinists, 195, 2/18/19; Walworth Manufacturing Co., 274, 3/6/19; umpire's award in Chambersburg, Pa., cases, 371, 3/12/19. See also Machinists, Philadelphia, 400, 12/20/18; Steacy-Schmidt Manufacturing Co., 454, 4/11/19; Lancaster, Pa., cases, 873 to 877, 4/11/19.

and for special services,

Under title Hours of Labor (p. 79) see sections on Sundays and Holidays. Guarantee of Minimum Number of Hours (p. 84), Payment for Overtime (p. 80), Street Railway Hours (p. 85). Under Street Railway Cases see section on Provisions for More or Less than Minimum Rates (p. 112).

In Wharton Steel Co., 798, 3/14/19, the board awarded 50 cents per day extra pay to men while they were engaged in sinking shaft or winze.

In Carpenters of Denver, Colo., 538, 12/19/18, the workers were awarded nine hours pay for eight hours work because of the isolated location of the operations upon which they were employed.

In Louisville Gas & Electric Co., 1050, 4/11/19, workers who were constructing a transmission line from Louisville, Ky., to a camp 30 miles distant were awarded payment for time actually spent in going from their homes to the jobs and returning from their jobs to their homes.

than were to be paid for the usual daily work.

On the other hand, it has provided that the minimum rates established by it shall not apply to those who, by reason of old age or permanent physical incapacity, are unable to perform a normal day's work,

St. Louis Car Co. 4 a, 10/11/18; Willys-Overland Co., 95, 10/11/18; Reading Iron Co., 416, 11/19/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18; umpire's award in Madison Machinists, 195, 2/18/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; Machinists, Hamilton, Ohio, 978, 4/10/19; recommendations in the following cases: Carpenter Steel Co., 913, 2/12/19;

Stacey-Schmidt Manufacturing Co., 454, 4/11/19; Lancaster, Pa., cases 873 to 877, 4/11/19.

or to inexperienced beginners or apprentices who are under 21 years of age.

St. Louis Car Co., 4 a, 10/11/18; Willys-Overland Co., 95, 10/11/18; Standard Wheel Co., 176, 10/25/18; Little Rock Laundries, 233, 11/9/18; American & British Manufacturing Co., 594, 2/12/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; Machinists, Hamilton, Ohio, 978, 4/10/19. See also General Electric Co., Pittsfield, 19, 7/31/18; Waynesboro, Pa., cases, 40, 7/31/18; General Electric Co., Schenectady, 127, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18; St. Louis Coffin Co., 258, 11/19/18; recommendations in Steacy-Schmidt Manufacturing Co., 454, 4/11/19, and in Lancaster, Pa., cases, 873 to 877, 4/11/19. Minimum rates for women who were apprentices or new employees were established in Standard Wheel Co., 176, 10/25/18. See also the provisions as to minimum wages for women in section on Minimum Wages for Plant (p. 97).

So also, in the General Electric Co., Schenectady, award, 127, 7/31/18.

the board established a lower minimum wage for scrub women, who worked two and a half hours early in the morning and two and a half hours early in the evening, than the general minimum wage for women employees in the plant.

#### CLASSIFICATION.

As regards machinists, classification has been granted directly in a few cases,

Worthington Pump & Machinery Corporation, East Cambridge, 14, 7/11/18, *sup.*, 10/24/18; Waynesboro, Pa., cases, 40, 7/11/18; by agreement in New York Central Iron Works Co., Hagerstown, 297, 9/26/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18; Midvale Steel & Ordnance Co., 129, 2/11/19; umpire's award in Chambersburg, Pa., cases, 371, 3/11/19; A. H. Petersen Manufacturing Co., 320, 3/14/19; umpire's award in National Marine Engine Co., 674, 5/7/19; recommendations by board by majority vote in Minneapolis Steel and Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19, and in American Hoist & Derrick Co., 571, 4/11/19.

while in other cases it has been granted indirectly by basing the awards upon awards by other departments of Government which had granted classification.

Bethlehem Steel Co., 22, 7/31/18; Philadelphia Machinists, 400, 12/20/18. See also umpire's award in Worthington Pump & Machinery Corporation, Cudahy, 163, 12/20/18.

In certain other cases the board has referred the question to committees which were created under the auspices of the board.

Newsprint Paper, 35, 6/27/18, *sup.*, 7/26/18, *sup.*, 1/28/19; Bridgeport Munition Workers, 132 *Interpretation*, 9/4/18; St. Louis Coffin Co., 258, 11/19/18; Aroostook Paper Co., 21 a, 1/15/19; B. F. Sturtevant Co., 393, 1/30/19.

#### PIECEWORK AND BONUS.

The board has repeatedly refused to abolish the piecework system.

Waynesboro cases, 40, 7/31/18; St. Louis Coffin Co., 258, 11/19/18; Walworth Manufacturing Co., 274, 3/6/19; umpire's award in Chambers-

burg cases, 371, 3/11/19. See also recommendations in Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19, and in Russell Motor Car Co., 122, 3/4/19.

It has, however, provided for the revision of piece rates;

Bethlehem Steel Co., 22, 7/31/18; St. Louis Car Co., 4 a, 10/11/18; Corn Products Refining Co., 130, 11/21/18; Walworth Manufacturing Co., 274, 3/6/19. See also St. Louis Coffin Co., 258, 11/19/18.

In 274 it was recommended that "piece-rate workers be guaranteed the minimum hourly rate for time lost in waiting for materials, etc., due to circumstances beyond the worker's control." Consider also 22 on this point.

it has sometimes increased those rates;

General Electric Co., Pittsfield, 19, 7/31/18; General Electric Co., Schenectady, 127, 7/31/18; Molders, Warren, Ohio, 437, 1/8/19; Wilkesbarre cases, 638, 2/20/19.

In Minneapolis Steel & Machinery Co., 46, 4/11/19; in St. Paul Foundry Co., 570, 4/11/19; and in American Hoist & Derrick Co., 571, 4/11/19, the readjustments recommended did not apply to piece rates.

and it has provided that there should be no reductions in earnings by reason of the award,

Bethlehem Steel Co., 22, 7/31/18; Corn Products Refining Co., 130, 11/21/18; Madison Machinists, 195, 2/20/19. See also Midvale Steel & Ordnance Co., 129, 2/11/19; Minneapolis Steel & Machinery Co., 46, 4/11/19; St. Paul Foundry Co., 570, 4/11/19; American Hoist & Derrick Co., 571, 4/11/19.

and no reduction in piece rates during the war.

General Electric Co., Pittsfield, 19, 7/31/18; Bethlehem Steel Co., 22, 7/31/18. No reduction during the war "except by mutual agreement through representative conferences on the basis of collective bargaining between the parties to whom this award applies:" St. Louis Car Co., 4 a, 10/11/18.

Where minimum wages have been established in a plant their protection has, of course, extended to the piece-rate workers.

St. Louis Car Co., 4 a, 10/11/18; Midvale Steel & Ordnance Co., 129, 2/11/19; Madison Machinists, 195, 2/18/19; Wilkesbarre cases, 638, 2/20/19; umpire's award in Chambersburg cases, 371, 3/11/19. See also Bethlehem Steel Co., 22, 7/31/18; recommendation in Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19. It is recommended that "piece-rate workers be guaranteed the minimum hourly rate for time lost in waiting for materials, etc., due to circumstances beyond their control:" Walworth Manufacturing Co., 274, 3/6/19.

It has provided that "In the fixing of piece rates provision should be made for overtime payment such as is now made in the case of time workers."

Bethlehem Steel Co., 22, 7/31/18.

"In calculating the overtime rate for piecework, the piece rate shall be used as a basis and not the day rate. *Provided*, That this change from former practice shall be found by the supervising examiner to be impracticable or subject to abuse, he may direct a return to former practice and fix adequate proportionate day rates upon which all overtime shall be calculated."

General Electric Co., Schenectady, 127, 7/31/18.

In some cases it has held that "all bonuses now paid by the company shall be considered wages in computing the amount of increase due each employee;"

General Electric Co., Schenectady, 127 *sup.*, 11/22/18. See also 127, 7/31/18. "In estimating present day and piece rates the 12½ per cent bonus and the 2½ per cent attendance bonus shall be continued and regarded as wages:" General Electric Co., Pittsfield, 19, 7/31/18.

while in other cases in which it has granted increases in rates it has decided that "all bonus and premium payments heretofore in effect may be abolished by the company."

Reading Iron Co., 416, 11/19/18. See also Bethlehem Steel Co., 22, 7/31/18; Machinists, Philadelphia, 400, 12/20/18; Madison Machinists, 195, 2/18/19. In Bethlehem Steel Co. the board criticized the bonus system in operation in the plant and declared that it should be entirely revised or eliminated. Compare Waynesboro, Pa., cases, 40, 7/31/18, where the request of the employees that all piecework and premium work be abolished was denied.

In Union Carbide Co., 174, 1/15/19, where the company had been giving to punctual employees an attendance bonus which amounted to 60 hours pay for 55 hours work, the board increased the hourly rate 10 per cent but provided that the hours of labor should "continue as at present" and that "The production and attendance bonuses earned by the employees are not to be computed as a part of the basic rate. From and after the date of this award, it is optional with the company as to the continuance of the attendance and production bonuses." See further on this case in section entitled Other Awards on Hours (p. 76).

"The Section decides that if the bonus paid over and above the wage scale agreed to by the employers and employees was a voluntary contribution to the men on the part of the companies, and in making this contribution or bonus the employers stated that it was to continue until further notice, the workmen are not entitled to the bonus in addition to the wage award made by the National War Labor Board unless the employers desire to continue it as a voluntary act as was done prior to this dispute arising. The Section also finds on account of the notices posted by the employers that the bonus would continue until further notice, that they are morally bound to pay this bonus to the men until such notice is given to the men of the discontinuance, and that no part of the bonus shall be deducted from the wages of the men or the retroactive money that was earned and due the men by the award:" Newsprint Paper, 35, *Interpretation*, 7/26/18.

"The award of the National War Labor Board neither deals with nor recognizes bonuses, or other forms of gratuities, as constituting part of the minimum wage scale adopted as the basis for establishing uniform wages for the classifications enumerated in the mills. Any bonus or gratuity paid by the International Paper Company or by any other mill shall be wholly disregarded in the computation of the arrears of wages accruing to employees under the award:" Newsprint Paper, 35, *Decision of Umpire*, 1/28/19.

#### TIME AND MANNER OF PAYMENT.

A few of the awards and recommendations deal with the time and the manner of paying the workers. Thus, it has been decided that payment should be made weekly,

Waynesboro, Pa., cases, 40, 7/11/18; Northern Indiana Gas & Electric Co., 45, 11/22/18; by agreement in Corn Products Refining Co., 130, 11/21/18; recommendations in Steacy-Schmidt Manufacturing Co., 454, 4/11/19, and in Lancaster, Pa., cases, 873, 4/11/19.

upon company's time,

Waynesboro, Pa., cases, 40, 7/11/18; recommendations in Steacy-Schmidt Manufacturing Co., 454, 4/11/19, and in Lancaster, Pa., cases, 873, 4/11/19.

and that no more than two days' pay,

Recommendations in Steacy-Schmidt Manufacturing Co., 454, 4/11/19, and in Lancaster, Pa., cases, 873, 4/11/19.

or three days' pay,

Waynesboro, Pa., cases, 40, 7/11/18.

should be retained; while in one case

St. Louis Car Co., 4a, 10/11/18.

the parties agreed upon semimonthly pay days and cash payments and this agreement was made a part of the award. On the other hand, in Tennessee Copper Co.

1028, 4/10/19.

the pay days were fixed by State law and no change was recommended by the board.

In several cases the board has recognized the right of employees to necessary expenses when sent away from their home stations;

National Refining Co., 97, 8/28/18; Sinclair Refining Co., 325, 11/20/18; Spokane & Inland Empire Railroad Co., 503, 3/27/19. Compare Montana Power Co., 583, 2/13/19. 503 and 583 deal specifically with board and lodging.

but it has also sustained the practice of companies which maintained camps in charging the men in those camps definite sums, which were passed upon by the board and approved by it as reasonable, for board and lodging;

See citations in section on Protecting Health and Safety of Workers (p. 67).

and the joint chairmen as arbitrators approved of definite deductions from wages in order to supply a physician and to maintain a school.

Sloss-Sheffield Steel & Iron Co., 12, 7/31/18. The company charged against the employees \$1.00 per month for a physician and 50 cents per month for the maintenance of a school. "The arbitrators find that under the conditions prevailing in the neighborhood this is practically the only way of securing medical service and proper educational facilities. The obligation upon the company to select a physician with care and to see to the proper administration of the school fund thus created is obvious and should be strictly fulfilled. The arbitrators do not find the charge for a physician is unreasonable, if proper medical service is rendered. The total sum collected from all employees should secure a competent physician and surgeon and proper medical equipment. Indeed, the establishment of a small hospital, it seems to the arbitrators, would not be unreasonable."

In the case last cited, however, it was necessary to direct the discontinuance of the practice, admitted by the company to exist, under which 20 per cent discount had been exacted from advances to employees.

"It is hoped that the increase in wages herein allowed will prevent the necessity of frequent applications for these advances, but, if made, no discount should be charged."

### QUESTIONS REFERRED TO COMMITTEES.

We have already seen that in a number of instances the board has left problems concerning wages to collective bargaining between the parties.

Under Right to Organize see section on Duties of Committees (p. 61).

To such action it has at times committed such problems as classification, minimum rates, wage scales, payment for overtime, payment for special services, and payment of less than established minimum rates to persons physically incapacitated or to some beginners.

For example, in Carpenter Steel Co., 913, 2/12/19, it said, "The product of the establishment involves such varied and complicated operations, and consequent multitudinous schedules, an equitable adjustment of the wages of all employees involved can be accomplished only by conference between the management and the committees above contemplated, who are alone familiar with all the conditions, and the board finds that wages shall be adjusted by conferences between the management and such committees of employees."

### III. STREET RAILWAY CASES.

#### MOTORMEN AND CONDUCTORS.

The wages awarded to motormen and conductors by the board or by the joint chairmen as arbitrators have ranged from 36 cents for the first three months of service, 38 cents for the next nine months and 40 cents thereafter up to an award of 61 cents, 63 cents and 65 cents for similar periods of service. The lowest awards were for southern lines, while the highest award was for Butte, Montana.

First three months, 36 cents: next nine months, 38 cents: thereafter, 40 cents: Memphis Street Railway Co., Memphis, Tenn., 205, 10/24/18; Charleston Consolidated Railway & Lighting Co., Charleston, S. C., 695, 11/20/18; Georgia Railway & Power Co., Atlanta, Ga., 159, 12/5/18; Knoxville Railway & Light Co., Knoxville, Tenn., 251, 1/15/19.

38 cents, 40 cents, 42 cents: Joplin & Pittsburg Railway Co., Joplin, Mo., and Pittsburg, Kans., 23, 7/31/18; Cleveland, Southwestern & Columbus Railway Co., Elyria, Ohio, 57, 7/31/18; New Orleans Light & Power Co., New Orleans, La., 98, 7/31/18, 10/24/18; Galesburg Railway, Lighting & Power Co., Galesburg, Ill., 109, 7/31/18, 109 sup., 12/5/18; Pennsylvania-New Jersey Railway Co., Trenton, N. J., 131, 7/31/18; Cleveland & Eastern Traction Co., Cleveland, Ohio, 167, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., Cleveland, Ohio, 193, 7/31/18; Kansas City & Western Railway Co., Leavenworth, Kans. (city limits), 93, 10/24/18; Auburn & Syracuse Electric Railroad Co., Auburn, N. Y. (city lines), 203, 11/20/18; Syracuse Suburban Railway Co., 279, 11/21/18; Empire State Railroad Corporation, Syracuse, N. Y. (city lines), 289, 11/21/18; Cincinnati, Milford & Loveland Traction Co., Cincinnati, Ohio, 410, 11/22/18; Ottumwa Railway & Light Co., Ottumwa, Iowa, 268, 12/5/18; Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio (city lines), 527, 12/5/18; Ohio Electric Railway Co., Lima City Lines, 296, 1/15/19; Ohio Electric Railway Co., Zanesville Lines, 627 a, Newark Lines (as to city lines), 627 c, 1/15/19; St. Joseph Railway, Light, Heat & Power Co., St. Joseph, Mo., 950, 2/4/19; recommendation in Louisville & Northern Railway & Lighting Co., New Albany, Ind. (as to motormen on city lines), 555, 4/10/19.

38 cents, 40 cents, 43 cents: Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio (interurban lines), 527, 12/5/18.

39 cents, 41 cents, 43 cents: Lewiston, Augusta & Waterville Street Railway Co., Augusta, Me., 448, 11/20/18; Cleveland & Erie Traction Co., Girard, Pa. (an interurban line), 631, 2/4/19.

- 41 cents, 42 cents, 43 cents*, established by the company after the hearing before the examiner, declared by the board to be a just wage: Reading Transit & Light Co., Norristown Division, Reading, Pa., *550, 2/4/19.*
- 41 cents, 43 cents, 45 cents*: Scranton Railway Co., Scranton, Pa., *42, 7/31/18*; East St. Louis Lines, East St. Louis, Ill., *43, 7/31/18*; Schenectady Railway Co., Schenectady, N. Y., *44, 7/31/18*; Evanston Railway Co., Evanston, Ill., *59 c, 7/31/18*; Public Service Railway Co., Newark, N. J., *69, 7/31/18*; New York State Rys. (Rochester, Syracuse, Utica), *120, 7/31/18*; Columbus Railway, Power & Light Co., Columbus, Ohio, *146, 7/31/18*; Omaha & Council Bluffs Street Railway Co., Omaha, Neb., *154, 7/31/18*; Kansas City & Western Railway Co., Leavenworth, Kans. (interurban), *93, 10/24/18*; Dayton Street Railway Co., Dayton, Ohio, *150, 10/24/18*; Philadelphia Railways Co., Philadelphia, Pa., *442, 10/24/18*; East St. Louis, Columbia & Waterloo Railway, East St. Louis, Ill., *175, 11/20/18*; Cumberland County Power & Light Co., Portland, Me., *432, 11/20/18*; Syracuse Northern Electric Railway, *246, 11/21/18*; Empire State Railroad Corporation, Syracuse, N. Y. (interurban lines), *289, 11/21/18*; Cincinnati, Lawrenceburg & Aurora Electric Street Railroad Co., Cincinnati, Ohio, *407, 11/22/18*; Cincinnati & Columbus Traction Co., *409, 11/22/18*; Bay State Street Railway Co., Boston, Mass., *634, 12/4/18*; Buffalo & Lake Erie Traction Co., Erie, Pa., *628, 12/5/18*; Ohio Electric Railway Co., Lima Interurban Lines, *627, Springfield Interurban Lines, 627 b, Newark Lines (as to interurban lines), 627 c, 1/15/19*; Louisville Railway Co., Louisville, Ky., *414, 2/4/19*; recommendations in the following cases: Spokane & Inland Empire Railroad Co., *503, 3/27/19*; Pacific Electric Railway Co., Los Angeles, Calif. (as to city street car passenger service), *214, 4/9/19*; Louisville & Northern Railway & Lighting Co., New Albany, Ind. (as to interurban lines), *555, 4/10/19*; Los Angeles Railway Corporation, Los Angeles, Calif., *753, 4/10/19.*
- 42 cents, 44 cents, 46 cents*: Louisville Interurban Railway Co., *414 a, 2/4/19*; Pacific Gas & Electric Co., Sacramento, Calif., *1125, 4/10/19.*
- 42 cents, 44 cents, 47 cents*: Boston & Worcester Street Railway Co., Framingham, Mass., *851, 1/15/19.*
- 43 cents, 46 cents, 48 cents*: Cleveland Railway Co., Cleveland, Ohio, *31, 7/31/18*; Detroit United Railway Co., Detroit, Mich., *32, 7/31/18*; Chicago Surface Lines, Chicago, Ill., *59 a, 7/31/18*; Chicago & West Towns Railway Co., Chicago, Ill., *59 b, 7/31/18*; International Railway Co., Buffalo, N. Y., *152, 7/31/18*; Rhode Island Co., Providence, R. I., *180, 10/2/18*; Boston Elevated Railway Co., Boston, Mass., *181, 10/2/18*; Kansas City Railways Co., Kansas City, Mo., and Kansas City, Kans., *265, 10/24/18*; Denver Tramway Co., Denver, Colo., *173, 11/20/18*; Cincinnati Traction Co., Cincinnati, Ohio, *408, 11/21/18*; by agreement in Washington Railway & Electric Co., Washington, D. C., *1049, 3/25/19*; San Francisco-Oakland Terminal Railways (as to Traction Division), *610, 4/10/19.*
- 43½ cents, 45½ cents, 47½ cents*: recommended in Pacific Electric Railway Co., Los Angeles, Calif. (as to interurban passenger service), *214, 4/9/19.*
- 45 cents, 48 cents, 50 cents*: San Francisco-Oakland Terminal Railways (as to Key Division), *610, 4/10/19.*
- 46 cents, 48 cents, 50 cents*: Portland Railway, Light & Power Co., Portland, Ore., *72, 10/24/18.*
- 61 cents, 63 cents, 65 cents*: Butte Electric Railway Co., Butte, Mont., *271, 11/20/18.*
- In Savannah Electric Co., Savannah, Ga., *748, 12/17/18*, the company paid for the first year *38 cents*, second, *39*, third, *40*, fourth, *41*, fifth and thereafter, *42*, and offered to substitute a wage of first three months, *36 cents*, next nine months, *38 cents*, and thereafter, *40 cents*, if the men so desired. The board made no change in the wage scale.
- In San Diego Electric Railway Co., San Diego, Calif., *452, 4/10/19*, the company paid motormen and conductors *40 cents* for the first year and *45 cents* thereafter. The board approved the wages and suggested no increase.

The rates were fixed for the period of the war only, and therefore there was substituted for more extended graduation of rates by years a shorter period for the increases.

## PERCENTAGE INCREASES FOR OTHER EMPLOYEES.

When the wages of motormen and conductors have been increased the same percentage of increase has frequently been awarded to other employees whose claims had been submitted for adjudication;

See the street railway cases on Minimum wages; Philadelphia Railways Co., 442, 10/24/18; and cases in next note.

By agreement between the company and the employees the award in Bay State Street Railway Co., 634, 12/4/18, contains this unusual provision, "The aggregate wage now paid to each classification, other than motormen and conductors, which is before the board for fixation, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by the award, and this aggregate amount of the increases is to be distributed among the individuals in the classification by agreement of the joint committee of the employees and the company that is now readjusting the classifications and the rates therein, and in case of failure to reach an agreement the matter shall be referred to the board for settlement." Immediately after this award the committee reclassified the miscellaneous employees. There had been, for instance, about 20 different rates of pay per hour for pitmen and even more for carpenters. After reclassification there were only two rates for pitmen and only two rates for carpenters.

The percentage increase in New Orleans Railway & Light Co., 98, 7/31/18, was changed 10/24/18 to an increase of 10 cents an hour.

but in the more recent cases in making such percentage increases it is expressly stated that this portion of the award does "not apply to such employees who are already receiving union craft rates nor operate to increase wages beyond such rates."

Boston Elevated Railway Co., 181, 10/2/18; Portland Railway, Light & Power Co., 72, 10/24/18; New Orleans Railway & Light Co., 98, 10/24/18; Dayton Street Railway Co., 150, 10/24/18; Denver Tramway Co., 173, 11/20/18; Auburn & Syracuse Electric Railroad Co., 203, 11/20/18; Cumberland County Power & Light Co., 432, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., 448, 11/20/18; Syracuse Northern Electric Railway, 246, 11/21/18; Rochester & Syracuse Railway Co., 278, 11/21/18; Empire State Railroad Corp., 289, 11/21/18; Cincinnati Traction Co., 408, 11/21/18; Cincinnati & Columbus Traction Co., 409, 11/22/18; Cincinnati, Milford & Loveland Traction Co., 410, 11/22/18; Bay State Street Railway Co., 634, 12/4/18; Georgia Railway & Power Co., 159, 12/5/18; Toledo, Bowling Green & Southern Traction Co., 527, 12/5/18; Buffalo & Lake Erie Traction Co., 628, 12/5/18; Knoxville Railway & Light Co., 251, 1/15/19; Boston & Worcester Street Railway Co., 851, 1/15/19; Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, 2/4/19, 4/11/19; St. Joseph Railway, Light, Heat & Power Co., 959, 2/4/19. See also Ohio Electric Railway Co., Lima Interurban Lines, 627, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; Los Angeles Railway Corp., 753, 4/10/19.

On this point compare the terms of the award in New Orleans Railway & Light Co., 98, 7/31/18, with the reasons given for revising that award 10/24/18 and the terms of the revised award. The provision quoted in the text does not necessarily call for the raising of the wages of the other employees up to the union craft rates: Appeal from Examiner's Interpretation, New Orleans Railway & Light Co., 98, 12/17/18.

## MINIMUM WAGES FOR OTHER EMPLOYEES.

A minimum wage has also been awarded to these other employees. It has usually been 42½ cents or 42 cents per hour.

44 cents: Portland Railway, Light & Power Co., Portland, Ore., 72, 10/24/18.

42½ cents: Scranton Railway Co., Scranton, Pa., 42, 7/31/18; East St. Louis Lines, East St. Louis, Ill., 43, 7/31/18; Schenectady Railway Co., Schenec-

- tady, N. Y., 44, 7/31/18; Chicago & West Towns Railway Co., Chicago, Ill., 59 b, 7/31/18; Evanston Railway Co., Evanston, Ill., 59 c, 7/31/18; New York State Railways (Rochester, Syracuse, Utica), 120, 7/31/18; Columbus Railway, Power & Light Co., Columbus, Ohio, 146, 7/31/18; International Railway Co., Buffalo, N. Y., 152, 7/31/18; Omaha & Council Bluffs Street Railway Co., Omaha, Neb., 154, 7/31/18; Rhode Island Co., Providence, R. I., 180, 10/2/18; Boston Elevated Railway Co., Boston, Mass., 181, 10/2/18; Dayton Street Railway Co., Dayton, Ohio, 150, 10/24/18; Kansas City Railways Co., Kansas City, Mo., and Kansas City, Kans., 265, 10/24/18; Detroit United Railway Co., Detroit, Mich., 32 *sup.*, 11/20/18; Denver Tramway Co., Denver, Colo., 173, 11/20/18; East St. Louis, Columbia & Waterloo Railway, East St. Louis, Ill., 175, 11/20/18; Cumberland County Power & Light Co., Portland, Me., 432, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., Augusta, Me., 448, 11/20/18; Cincinnati Traction Co., Cincinnati, Ohio, 408, 11/21/18; Cincinnati & Columbus Traction Co., 409, 11/22/18; Bay State Street Railway Co., Boston, Mass., 634, 12/4/18; Buffalo & Lake Erie Traction Co., Erie, Pa., 628, 12/5/18; Knoxville Railway & Light Co., Knoxville, Tenn., 251, 1/15/19; Boston & Worcester Street Railway Co., Framingham, Mass., 851, 1/15/19; recommendation in Los Angeles Railway Corporation, Los Angeles, Calif., 753, 4/10/19.
- 42 cents: Joplin & Pittsburg Railway Co., Joplin, Mo., and Pittsburg, Kans., 23, 7/31/18; Cleveland, Southwestern & Columbus Railway Co., Elyria, Ohio, 57, 7/31/18; Chicago Surface Lines, Chicago, Ill., 59 a, 7/31/18; New Orleans Light & Power Co., New Orleans, La., 98, 7/31/18 (which, however, was changed on 10/24/18 to 38 cents); Pennsylvania-New Jersey Railway Co., Trenton, N. J., 131, 7/31/18; Auburn & Syracuse Electric Railroad Co., Auburn, N. Y., 203, 11/20/18; Syracuse Northern Electric Railway, 246, 11/21/18; Rochester & Syracuse Railroad Co., Syracuse, N. Y., 278, 11/21/18; Empire State Railroad Corp., Syracuse, N. Y., 289, 11/21/18; Cincinnati, Milford & Loveland Traction Co., Cincinnati, Ohio, 410, 11/22/18; Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio, 527, 12/5/18; Cleveland & Erie Traction Co. (an interurban line), Girard, Pa., 631, 2/4/19; St. Joseph Railway, Light, Heat & Power Co., St. Joseph, Mo., 959, 2/4/19. See also Ohio Electric Railway Co., Lima Interurban Lines, 627, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19.
- 40 cents: Louisville Railway Co., Louisville, Ky., 414, 2/4/19; Louisville Interurban Railroad Co., Louisville, Ky., 414 a, 2/4/19; United Traction Co., Albany, N. Y., 96, 7/31/18. Because of peculiar exigencies in the Louisville cases the award was modified by the examiner as to specified occupations, and this modification was approved by the board. In the Albany case 40 cents was the highest limit under the submission agreement.
- 38 cents: New Orleans Railway & Light Co., New Orleans, La., 98, 10/24/18.
- 36 cents: Georgia Railway & Power Co., Atlanta, Ga., 159, 12/5/18; Knoxville Railway & Light Co., 251, 1/15/19. See also Memphis Street Railway Co., Memphis, Tenn., 205, 10/24/18.
- 35 cents as to some occupations: Louisville Railway Co., Louisville, Ky., 414, Louisville Interurban Railroad Co., Louisville, Ky., 414 a, as modified with approval of board 4/11/19.

In a few instances the board has awarded lower minimum wages for particular occupations in which women were employed;

*Women turnstile operators and cashiers*, 32 cents for first three months of service, 33 cents for next nine months, 35 cents thereafter: Philadelphia Railways Co., Philadelphia, Pa., 442, 10/24/18.

*Women collectors*, 40 cents: Boston Elevated Railway Co., Boston, Mass., 181 *sup.*, 12/5/18.

*\$75.00 per month guaranteed minimum*: Kansas City Railways Co., Kansas City, Mo., and Kansas City, Kans., 265, 10/24/18.

yet when men and women are performing similar work under similar circumstances the women are entitled to pay equal to that of the men.

See citations under Women in Industry (p. 69).

**SPECIFIC AWARDS FOR SOME OTHER EMPLOYEES.**

Wages have also been established for trainmen on interurban lines,

In addition to the cases named above in which the wages of motormen and conductors on interurban lines differed according to experience, flat rates were named for interurban trainmen in East St. Louis Lines, 43, 7/31/18; Schenectady Railway Co., 44, 7/31/18; New York State Railways, 120, 7/31/18; East St. Louis, Columbia & Waterloo Railway, 175, 11/20/18; Auburn & Syracuse Electric Railroad Co., 203, 11/21/18; Portland Railway, Light & Power Co., 210, 11/21/18, modified by agreement 1/15/19. See also International Railway Co., 152, 7/31/18.

for elevated railway employees,

Chicago Elevated Railways Co., 59 a, 7/31/18; Boston Elevated Railway Co., 181, 10/2/18, *sup.*, 12/5/18, *sup.*, 1/15/19; Philadelphia Railways Co., 442, 10/24/18.

for freight train operators,

International Railway Co., 152, 7/31/18; East St. Louis, Columbia & Waterloo Railway, 175, 11/20/18; Auburn & Syracuse Electric Railroad Co., 203, 11/21/18; Portland Railway, Light & Power Co., 210, 11/21/18, modified by agreement 1/15/19; recommendation in Pacific Electric Railway Co., 214, 4/9/19.

for substation operators and repair men,

Rochester & Syracuse Railroad Co., 278, 11/21/18.

and for other street railway and interurban railway employees.

Public Service Railway Corp., 69, 7/31/18; Memphis Street Railway Co., 205, 10/24/18; Kansas City Railways, 265, 10/24/18; Detroit United Railway Co., 32 *sup.*, 11/20/18; Portland Railway, Light & Power Co., 210 *sup.*, 1/15/19; Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, 4/11/19; recommendation in Pacific Electric Railway Co., 214, 4/9/19; San Francisco-Oakland Terminal Railways, 610, 4/10/19, in the last of which brakemen on one division were awarded 43 cents, 46 cents, 48 cents, according to length of service.

**PROVISIONS FOR MORE OR LESS THAN MINIMUM RATES.**

The awards have also provided that "differentials paid for special services shall be continued;"

Charleston Consolidated Railway & Light Co., 695, 11/20/18; Empire State Railroad Corp., 289, 11/21/18; Cincinnati Traction Co., 408, 11/21/18; Cincinnati, Lawrenceburg & Aurora Electric Street Railroad Co., 407, 11/22/18; Cincinnati & Columbus Traction Co., 409, 11/22/18; Cincinnati, Milford & Loveland Traction Co., 410, 11/22/18; Ottumwa Railway & Light Co., 268, 12/5/18; Ohio Electric Railway Co., Lima City Lines, 296, 1/15/19; Ohio Electric Railway Co., Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; St. Joseph Railway, Light, Heat & Power Co., 950, 1/15/19. See also Ohio Electric Railway Co., Zanesville Lines, 627 a, 1/15/19; Boston & Worcester Street Railway Co., 851, 1/15/19.

and some of them have more explicitly provided for payment higher than the standard rate to men who are operating one-man cars,

5 cents per hour additional: International Railway Co., 152, 7/31/18; Pacific Gas & Electric Co., 1125, 4/10/19. 5 cents per hour over maximum: Kansas City Railways Co., 265, 10/24/18. 3 cents additional: San Diego Electric Railway Co., 452, 4/10/19.

or instructing new men,

By agreement: Wilmington & Philadelphia Traction Co., 475, 1/15/19.

or are working upon snow-plows or snow-sweepers,

By agreement: Wilmington & Philadelphia Traction Co., 475, 1/15/19;  
Washington Railway & Electric Co., 1049, 3/25/19.

or upon night runs,

Night cars shall be all straight runs, with no more than 8 hours' time and with 10 hours' pay: Kansas City Railways Co., 265, 10/24/18. See also agreement in Wilmington & Philadelphia Traction Co., 475, 1/15/19, on early and late runs.

or upon emergency calls outside their scheduled hours.

Portland Railway, Light & Power Co., 567, 2/19/19. See also awards cited in section on Street Railway Hours (p. 85).

Higher pay is also given in some cases for overtime work;

Public Service Railway Co., 69, 7/31/18; Kansas City Railways Co., 265, 10/24/18; by agreement in Wilmington & Philadelphia Traction Co., 475, 1/15/19.

and extra men are given guaranteed wages.

Public Service Railway Co., 69, 7/31/18; Pacific Gas & Electric Co., 1125, 4/10/19; recommendation in Pacific Electric Railway Co., 214, 4/9/19; agreement in Wilmington & Philadelphia Traction Co., 475, 1/15/19. Guaranteed wages of women: Kansas City Railways Co., 265, 10/24/18.

On the other hand, among the employees other than motormen and conductors there are occasionally men under 21 years of age to whom wages lower than the general minimum wages may be paid;

The minimum wages are usually stated to be for adult male employees. See also Memphis Street Railway Co., 205, 10/24/18; Rochester & Syracuse Railroad Co., 278, 11/21/18; New Orleans Railway & Light Co., 98 *sup.*, 10/24/18; Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, 2/4/19, 4/11/19.

and it has been ruled,

Ruling of examiners in charge (e. g., 10/4 in the case of The Rhode Island Co., 180, 10/2/18, 10/24 in the case of Boston Elevated Railway Co., 181, 10/2/18) that "The intent of the award is to give every adult male employee affected engaged in an occupation essential to the operation of the company and whose rate is not specifically fixed by the award a daily wage of at least \$4.25 for 10 hours' work. Wherever possible, the hours of labor should be reduced to 10 wherever they are now greater, but in cases where long hours are found to be absolutely necessary in the operation of the road, a reasonable interpretation of the award would be that such persons are to receive \$4.25 per day, based upon the number of hours they were working at the time of the submission of the case." Followed except as to amount involved in ruling in Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, on 3/27/19, approved by board on 4/11/19.

and expressly stated in the later awards,

Denver Tramway Co., 173, 11/20/18; Auburn & Syracuse Electric Railroad Co., 203, 11/20/18; Cumberland County Power & Light Co., 432, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., 448, 11/20/18; Syracuse Northern Electric Railway, 246, 11/21/18; Rochester & Syracuse Railroad Co., 278, 11/21/18; Empire State Railroad Corporation, 289, 11/21/18; Cincinnati Traction Co., 408, 11/21/18; Cincinnati & Columbus Traction Co., 409, 11/22/18; Cincinnati, Milford & Loveland Traction Co., 410, 11/22/18; Bay State Street Railway Co., 634, 12/4/18; Toledo, Bowling Green & Southern Traction Co., 527, 12/5/18; Buffalo & Lake Erie Traction Co., 628, 12/5/18; Boston & Worcester Street Railway Co., 851, 1/15/19; Cleveland & Erie Traction Co., 631, 2/4/19; St. Joseph Railway, Light, Heat & Power Co., 950, 2/4/19. See also ruling in Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, approved by board 4/11/19.

that the minimum wage per hour is to be paid up to not more than 10 hours per day. There are also superannuated men and men partially incapacitated, and it has been ruled that these men may be paid a wage less than is fixed by the award upon agreement between the company and the men or by reference to the examiners in charge.

Ruling of examiners in charge in The Rhode Island Co., 180, 10/2/18, on 10/4/18, and in Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, 2/4/19, on 3/27/19, that "Employees who are incapacitated from doing a normal day's work by reason of age or physical disability may be paid at a special rate, less than is granted by the award, by agreement between the representatives of the company and the association. In case the parties are unable to agree, any specific case may be referred to the examiners of the National War Labor Board for a decision, which decision is subject to appeal to the arbitrators as provided in the award."

Such a ruling in the Louisville cases was approved by the board.

Louisville Railway Co., 414, Louisville Interurban Railroad Co., 414 a, 4/11/19. See also Cincinnati Traction Co., 408, Investigation into wage of miscellaneous employees, 5/1/19.

### FINANCIAL RECOMMENDATIONS.

The board, or the joint chairmen as arbitrators, in awarding increases in wages to employees of street railway and interurban railway companies has frequently said that, "This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers."

Joplin & Pittsburg Railway Co., 23, 7/31/18; Scranton Railway Co., 42, 7/31/18; East St. Louis Lines, 43, 7/31/18; Schenectady Railway Co., 44, 7/31/18; Cleveland, Southwestern & Columbus Railway Co., 57, 7/31/18; Evanston Railway Co., 59 c, 7/31/18; Public Service Railway Co., 69, 7/31/18; United Traction Co. (Albany, N. Y.), 96, 7/31/18; New Orleans Railway & Light Co., 98, 7/31/18; Galesburg Railway, Light & Power Co., 109, 7/31/18; New York State Railways, 120, 7/31/18; Pennsylvania-New Jersey Railway Co., 131, 7/31/18; Columbus Railway, Power & Light Co., 146, 7/31/18; International Railway Co., 152, 7/31/18; Omaha & Council Bluffs Street Railway Co., 154, 7/31/18; Cleveland & Eastern Traction Co., 167, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., 193, 7/31/18; Rhode Island Co., 180, 10/2/18; Portland Railway, Light & Power Co., 72, 10/24/18; Dayton Street Railway Co., 150, 10/24/18; Denver Tramway Co., 173, 11/20/18; East St. Louis, Columbia & Waterloo Railway, 175, 11/20/18; Auburn & Syracuse Electric Railroad Co., 203, 11/20/18; Butte Electric Railway Co., 271, 11/20/18; Cumberland County Power & Light Co., 432, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., 448, 11/20/18; Charleston Consolidated Railway & Light Co., 695, 11/20/18; Portland Railway, Light & Power Co., 210, 11/21/18; Syracuse Northern Electric Railway, 246, 11/21/18; Rochester & Syracuse Railroad Co., 278, 11/21/18; Syracuse Suburban Railroad Co., 279, 11/21/18; Empire State Railroad Corporation, 289, 11/21/18; Cincinnati, Lawrenceburg & Aurora Electric Street Railroad Co., 407, 11/22/18; Cincinnati & Columbus Traction Co., 409, 11/22/18; Cincinnati, Milford & Loveland Traction Co., 410, 11/22/18; Bay State Street Railway Co., 634, 12/4/18; Georgia Railway & Power Co., 159, 12/5/18; Toledo, Bowling Green & Southern Traction Co., 527, 12/5/18; Buffalo & Lake Erie Traction Co., 628, 12/5/18; Ohio Electric Railway Co., Lima City Lines, 296, 1/15/19; Ohio Electric Railway Co., Lima Interurban Lines, 627, Zanesville Lines, 627 a, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; Boston & Worcester Street Railway Co., 851, 1/15/19; St. Joseph Railway, Light, Heat & Power Co., 950, 2/4/19.

In these cases the following words, which had been used in the Cleveland Railway Co. case,

31, 7/31/18.

were made a part of the award:—

“We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.

“This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.”

Recommendations that companies be allowed to increase their fares were also made in other cases in somewhat different language.

Detroit United Railway Co., 32, 7/31/18; Chicago Surface Lines, 59 a, 7/31/18; Chicago & West Towns Railway Co., 59 b, 7/31/18; Boston Elevated Railway Co., 181, 10/2/18; Memphis Street Railway Co., 205, 10/24/18; Kansas City Railways Co., 265, 10/24/18 (in which case it was pointed out that the proposed increase in fares was only for the period of the war); Ottumwa Railway & Light Co., 268, 12/5/18; Toledo, Bowling Green & Southern Traction Co., 527, 12/5/18; Knoxville Railway & Light Co., 251, 1/15/19; Louisville Railway Co., 414, 2/4/19; Louisville Interurban Railroad Co., 414 a, 2/4/19; Spokane & Inland Empire Railroad Co., 503, 3/27/19. See also Georgia Railway & Power Co., 159, 12/5/18; Boston & Worcester Street Railway Co., 851, 1/15/19.

In Lewiston, Augusta & Waterville Street Railway Co., 448, 11/20/18, the joint chairmen as arbitrators added, “We desire to point out to the riding public the absolute necessity of continuing the patronage of the past, if the company is to continue to give any service upon its lines. A public service corporation must be supported by the public, and if that support is withdrawn the company must of necessity either cut down its service radically or else cease operations altogether.”

In some cases, because of specific requests, the joint chairmen have written additional letters to the fare-regulating authorities advocating careful consideration of the need for increased fares. In many communities increases in fares have been permitted because of the awards and recommendations of the board and of the joint chairmen as arbitrators.



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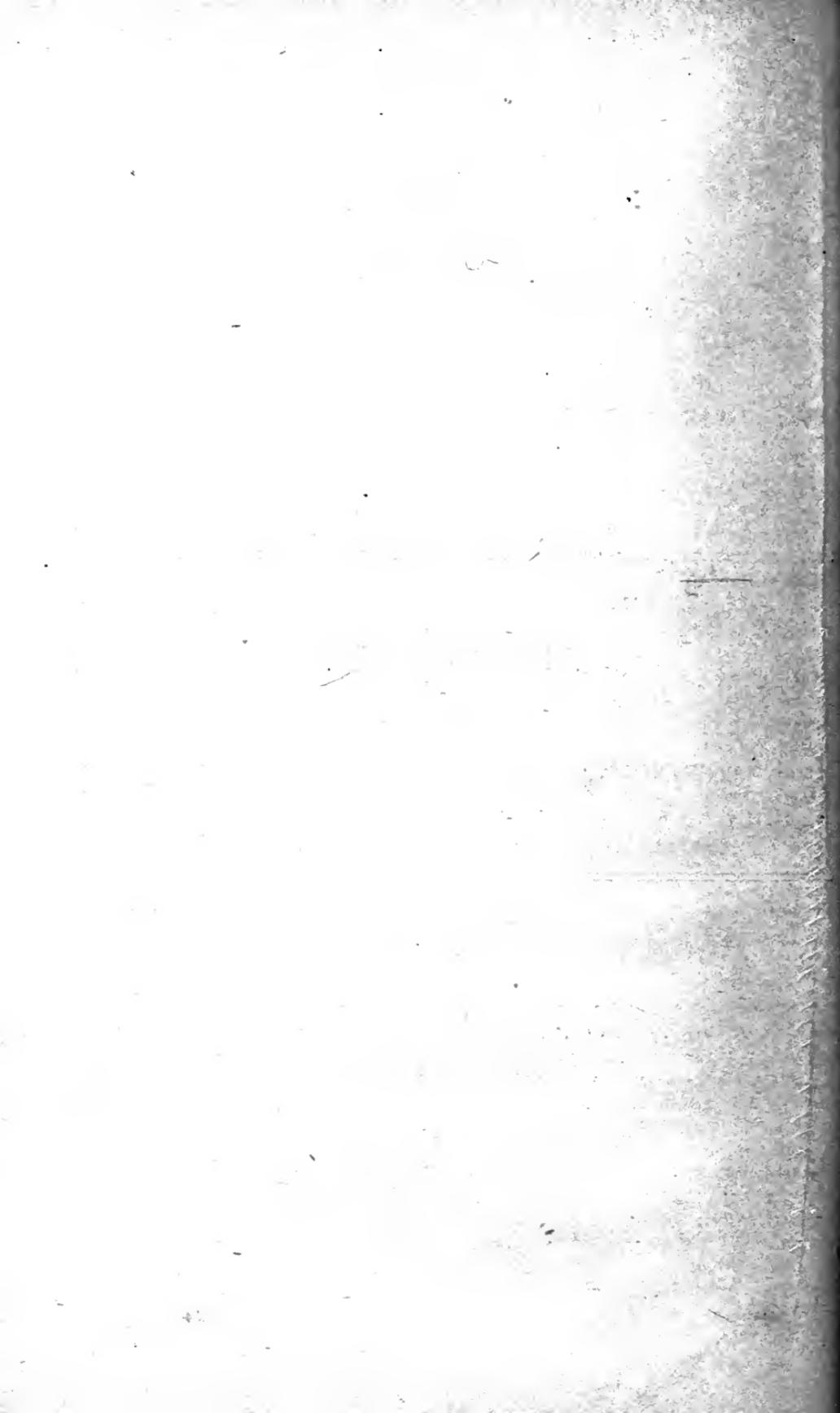
## APPENDIX III

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### PRINCIPLES AND RULES OF PROCEDURE

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## APPENDIX III.

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### PRINCIPLES.

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#### PROCLAMATION BY THE PRESIDENT OF THE UNITED STATES.

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

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

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

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

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

The principles to be observed and the methods to be followed by the National Board in exercising such powers and functions and performing such duties shall be those specified in the said report of the War Labor Conference Board dated March 29, 1918, a complete copy of which is hereunto appended.<sup>1</sup>

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

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

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

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

[SEAL.]

WOODROW WILSON.

By the President:

ROBERT LANSING,  
*Secretary of State.*

#### **FUNCTIONS, POWERS, AND DUTIES OF THE BOARD.**

The functions and powers of the National War Labor Board are as follows:

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

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

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

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

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

The members of the National Board shall choose the umpire by unanimous vote. Failing such choice, the name of the umpire shall

<sup>1</sup> Not printed herewith.

be drawn by lot from a list of ten suitable and disinterested persons to be nominated for the purpose by the President of the United States.

The National Board shall hold its regular meetings in the city of Washington, with power to meet at any other place convenient for the board and the occasion.

The National Board may alter its methods and practice in settlement of controversies hereunder from time to time as experience may suggest.

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

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

The National Board shall have power to appoint a secretary and to create such other clerical organization under it as may be in its judgment necessary for the discharge of its duties.

The National Board may apply to the Secretary of Labor for authority to use the machinery of the Department in its work of conciliation and mediation.

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

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

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

The board in its mediating and conciliatory action, and the umpire in his consideration of a controversy, shall be governed by the following principles.

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

*There should be no strikes or lockouts during the war.*

#### **RIGHT TO ORGANIZE.**

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

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

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

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

#### EXISTING CONDITIONS.

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

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

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

#### WOMEN IN INDUSTRY.

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

#### HOURS OF LABOR.

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

#### MAXIMUM PRODUCTION.

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

#### MOBILIZATION OF LABOR.

For the purpose of mobilizing the labor supply with a view to its rapid and effective distribution, a permanent list of the numbers of skilled and other workers available in different parts of the country shall be kept on file by the Department of Labor, the information to be constantly furnished—

1. By the trade-unions.

2. By State employment bureaus and Federal agencies of like character.
3. By the managers and operators of industrial establishments throughout the country.

These agencies shall be given opportunity to aid in the distribution of labor as necessity demands.

#### CUSTOM OF LOCALITIES.

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

#### THE LIVING WAGE.

1. The right of all workers, including common laborers, to a living wage is hereby declared.
2. In fixing wages, minimum rates of pay shall be established which will insure the subsistence of the worker and his family in health and reasonable comfort.

#### RESOLUTION ADOPTED BY NATIONAL WAR LABOR BOARD JULY 31, 1918.

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

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

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

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

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

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

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

## STATEMENT FOR THE PUBLIC, DECEMBER 5, 1918.

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

## PROCEDURE.

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### METHOD OF PRESENTING COMPLAINTS AND PROCEDURE OF BOARD.

(AS ADOPTED BY THE BOARD ON MAY 13, 1918.)

#### DOCKET.

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

#### REFERENCES.

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

#### ORGANIZATION OF THE BOARD FOR HEARINGS AND ADJUSTMENT.

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

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

#### ARBITRATION.

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

### COORDINATION OF THE WORK OF EXISTING BOARDS.

To comply with the direction of the President in his proclamation of April 8, 1918, constituting the National War Labor Board, this Board will hear appeals in the following cases:

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

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

To determine questions of jurisdiction as between Government boards.

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

### FURTHER RULES OF PROCEDURE.

(AS AMENDED FROM TIME TO TIME UP TO AND INCLUDING JANUARY 15, 1919.)

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

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

### COMPLAINT NECESSARY TO JURISDICTION.

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

### WHO MAY BE COMPLAINANTS.

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

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

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

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

## CONTENTS OF COMPLAINT.

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

## FORM OF COMPLAINT AGAINST EMPLOYEES.

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

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

r.	Complainant.	}	No-----
	Respondent.		

ORIGINAL COMPLAINT.

(By employers.)

1. We the undersigned make this complaint to your Honorable Board and hereby specifically agree to be bound by such recommendations or award as your Honorable Board may make in the premises, in accordance with the principles and procedure of the Board.

2. We hereby complain because:

(State in narrative form the grievances, relating to—)

a. Wages.

b. Hours.

c. Discrimination.

d. Violations of existing agreements; or of governmentally fixed wage scale.

e. Actual or threatened strikes.

f. Coercive measures to induce employees to join union, or to induce employer to deal with a union.

g. Curtailing maximum production.

h. Any other violations of the principles of the National War Labor Board.

3. We seek the following relief:

4. We make the attached questionnaire a part of this complaint.

-----  
 -----  
 -----  
 -----

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

Dated -----

(On second page of 4-page folio.)

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

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

5. Give name and address of all complainants. Answer.

6. How many employees do you employ? Answer. { Male.  
 { Female.

7. What employers' association do you represent, if any? That is, when, where, and how were you authorized to unite said association with you in this complaint? Answer.

8. How many and what classes of employees are affected by this complaint? Answer.

9. State just how the business affects the conduct of the war. Answer.

10. Have you a contract with your employees? Answer.

11. If so, attach a copy of such contract or contracts to this complaint. Answer.

12. Have your grievances been presented to the employees? Answer.

13. If so, when and how? Answer.

14. What steps have been taken to adjust the grievances complained of? Answer.

15. What was the result? Answer.

16. Do you know that the National War Labor Board will refuse to take jurisdiction of any controversy where there is by agreement or Federal law a means of settlement which has not been invoked? Answer.

17. Name and address of the respondents. Answer.

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

-----  
 -----  
 -----  
 -----

FORM OF COMPLAINT AGAINST EMPLOYERS.

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

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

	v.	Complainant.	} No. _____
		Respondent.	

ORIGINAL COMPLAINT.

(By employees.)

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

2. We hereby complain because:

(State in narrative form the grievances relating to—)

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

3. We seek the following relief:

4. We make the attached questionnaire a part of this complaint.

Signed at \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_

-----  
 -----  
 -----  
 -----  
 -----

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

(On second page of 4-page folio.)

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

(The Board will take no action upon the complaint unless every question herein is answered. If you can not answer definitely, say "I don't know.")

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

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

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#### IMPERFECT COMPLAINT.

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

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

When an alleged controversy is referred to the Board by the Secretary of Labor, or other governmental department or Federal ad-

justment agency, the Director of Procedure shall require a formal complaint to be filed as herein provided, and the case shall then proceed as though the complaint had originally been made to the Board.

#### COMPLAINTS IN JOINT SUBMISSIONS.

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

#### APPEALS FROM AWARDS OF OTHER GOVERNMENT BOARDS.

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

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

#### NOTICE OF ISSUE.

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

## FORM OF NOTICE.

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

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

----- }  
 ----- }  
 ----- }  
 To ----- }  
 Respondent.

Docket No. -----

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

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

DONE UNDER AND BY AUTHORITY of the proclamation of the President of the United States of America, duly issued the eighth day of April, in the year of our Lord one thousand nine hundred and eighteen.

WITNESS THE HANDS of the Joint Chairmen of said National War Labor Board at the City of Washington, D. C., this ----- day of ----- A. D. 191--

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

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

## SERVICE OF NOTICE.

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

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

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

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

ANSWERS.

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

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

	Complainant.	} No _____ Dated _____
v.	Respondent.	

RESPONDENT'S ANSWER.

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

A.

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

-----

-----

B.

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

C.

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Etc

D.

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

## E.

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

Respectfully submitted.

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

**EFFECT OF FAILURE TO ANSWER.**

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

**NOTICE OF HEARINGS.**

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

**HEARINGS.**

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

**HEARINGS BY EXAMINERS.**

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

**CONTINUANCES.**

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

**REPORT OF THE EXAMINER.**

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

**ACTION UPON EXCEPTIONS TO EXAMINER'S RULINGS.**

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

**ACTION BY THE SECTION.**

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

**REPORT OF THE SECTION.**

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

**ACTION OF THE BOARD.**

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

**DISAGREEMENT OF MEMBERS OF THE SECTION.**

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

## DIFFERENCE OF OPINION IN THE BOARD.

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

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

## AWARDS.

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

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

## ADMINISTRATORS' RULINGS AND APPEALS THEREFROM.

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

## REHEARINGS.

A motion to the Board for a rehearing must be made within 30 days after the recommendation or the award and service of notice upon the parties. The motion for rehearing shall set out the grounds for the same specifically and may be granted either because the award

was beyond the jurisdiction of the Board, or because of a palpable mistake in the finding of fact, or in the application of the principles of the Board, or because of newly-discovered evidence which might change the decision of the Board. On motion for a rehearing the parties may not, as a matter of course, have an oral hearing. The party moving the rehearing shall file a brief with his motion setting forth, with reasonable elaboration, the reasons relied upon. If the motion is based on newly-discovered evidence, it must appear that the evidence is not merely cumulative and that the party seeking the rehearing could not have produced the evidence by the exercise of due diligence at the time of the original hearing.

#### NOTICE OF AWARDS AND RECOMMENDATIONS.

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

#### PROCEEDINGS BEFORE AN UMPIRE.

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

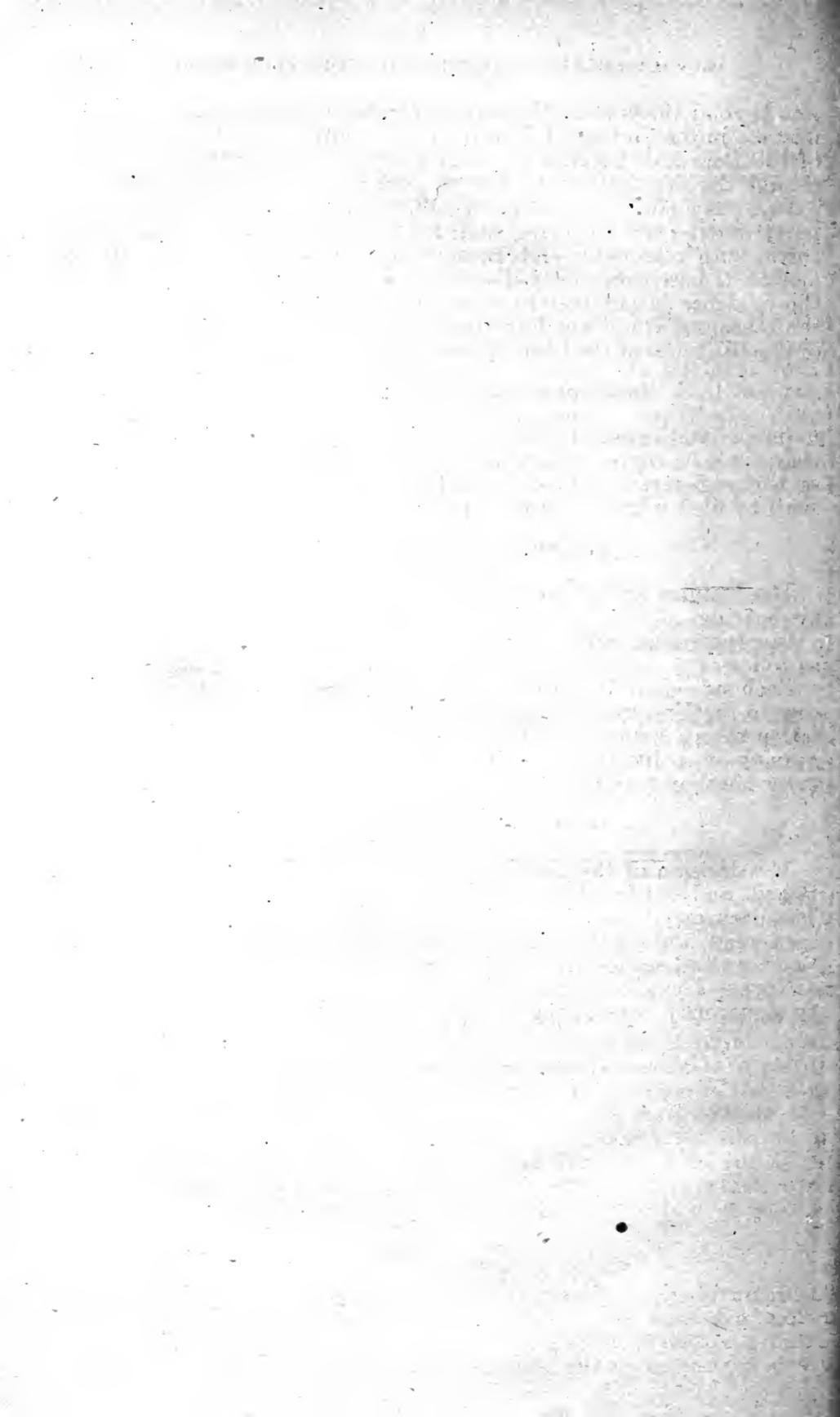
In proceedings before Umpires, the presentations shall be limited as follows:

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

#### ACTION UPON DECISION OF UMPIRE.

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

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



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## APPENDIX IV

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ORGANIZATION AND PRACTICE OF THE BOARD AS ADOPTED  
AND AMENDED TO DECEMBER 10, 1918

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## **ORGANIZATION AND PRACTICE OF THE BOARD.**

### **BOARD MEETINGS.**

Meetings of the board will be held on every other Tuesday at Washington, and at such other times and places as the board shall determine. The sessions of the board shall, unless otherwise ordered, be held at 10 a. m., at its office in the Southern Building, and be continued until pending business is disposed of. At such meetings the presence of three employer members, three employee members, and at least one joint chairman shall constitute a quorum.

### **ORDER OF BUSINESS.**

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

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

In cases where the members of the section have not agreed, and one member of the section has his report ready and the other has not, the board shall fix an early day for the presentation of his report; and if on that day he does not report, the case shall be submitted to the board on the report of the one member and be open for discussion and decision of the board, unless for good cause the board by a majority vote postpones the discussion to a later day.

The board shall receive from the secretary, and if approved shall confirm, the appointment of all officers heads of departments and divisions and other employees above the rank of clerks and stenographers and the like, and approve the salaries as reported by him.

### **OPEN HEARINGS OF THE BOARD.**

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

### STANDING COMMITTEE.

A standing committee shall be composed of the joint chairmen, one employer member, and one employee member, and such other members as may be present.

Meetings of the standing committee shall be held at Washington at 10 a. m. Tuesdays when the board does not meet, and at such other times and places as the board or the committee may determine. At such meetings the presence of one employer member, one employee member, and one of the joint chairmen shall constitute a quorum.

At meetings of the standing committee where a majority of the employer and employee members are present, such meeting may be considered as a regular meeting of the board and action taken accordingly.

The standing committee shall require general reports from the secretary at regular intervals, showing the condition of the docket, a summary of the number of complaints disposed of, the number pending, also reports showing number of employees of the board, and the total cost of operations as hereinafter provided. Copies of general reports shall also be furnished all board members and alternates.

The standing committee or the board shall determine the number of witnesses that shall be summoned to appear before the board, at its expense, for employer and employees, in each case to be heard before the full board; and the sections shall do likewise for hearings before sections. The secretary shall direct such summonses to be issued by the director of procedure.

### ORGANIZATION.

The organization of the National War Labor Board includes the standing committee, the secretary, and the following separate and distinct departments and divisions each provided with a chief and subdivided as hereinafter outlined:

1. Department of procedure:
  - (a) Division of complaint.
  - (b) Docket division.
  - (c) Division of public hearings.
  - (d) Official reporting.
2. Department of files and information:
  - (a) Editorial division.
  - (b) Files division.
  - (c) Publications division.
3. Department of examination:
  - (a) Division of investigation.
  - (b) Division of analysis.
4. Department of administration of awards.
5. Department of office management:
  - (a) Division of typewriting and stenography.
  - (b) Division of buildings, equipment, and supplies.
6. Department of auditing and accounts.

### SECRETARY.

The secretary of the board shall be the chief executive officer of the board, and the chief custodian of the minutes and other records and proceedings of the board.

He shall select trained and experienced persons of absolutely neutral attitude for the chiefs of departments and divisions, and recommend their appointment to the board.

He shall appoint the subordinates in the various departments, having regard to their qualifications, efficiency, and impartiality.

He shall direct the correspondence of the board, and shall be the person to whom all correspondence with the board should be addressed.

All communications to the board shall be received by him and distributed to the proper departments and divisions.

All complaints and informal communications seeking the remedial action of the board, he shall refer to the director of procedure for consideration and disposition.

He shall require a system of reports from all departments and divisions as to the progress of all business of the board, and shall digest and report same to the board or standing committee.

He shall have direct supervision of all publicity, which shall be limited to the announcement of actions, decisions, awards, findings, or other official acts of the board. No award or finding of the board, section, joint chairman, or an umpire shall be made public until it has been read and registered as the action of the board.

#### ASSISTANTS TO THE SECRETARY.

##### FIRST ASSISTANT.

The first assistant to the secretary shall receive all mail and telegrams requiring action by the board. After conference with the secretary, he shall acknowledge all mail and telegrams and distribute them directly to the department or division concerned.

##### SECOND ASSISTANT.

The second assistant to the secretary shall have charge of the minute book, and shall act as minute clerk at all executive sessions of the board or the standing committee.

He shall be charged with the duty of following up and seeing that all orders of the board are promptly carried out by the department or division affected thereby.

He shall receive and confer in a preliminary way with all members of the staff who wish to confer with the secretary, and shall bring promptly to the attention of the secretary any matters requiring his action.

##### THIRD ASSISTANT.

The third assistant to the secretary shall have charge of the public information department of the board, and shall receive all personal or telephone calls, applicants for positions, etc. Persons calling to make inquiries as to the work of the board, or as to the status of cases before the board, shall be first received by him and then, if necessary, referred to the secretary or to the head of the department or division who may be directly concerned.

The secretary may vary the duties thus assigned to his assistants in his discretion.

**DIRECTOR OF PROCEDURE.**

The director of procedure shall discharge his duties under the supervision and direction of the secretary and shall act for and with the authority of the secretary in all matters in any department or division affecting the procedure and expedition of cases before the board.

He shall have direct supervision over the division of complaints, docket division, and public hearings division, and shall have such authority over all other divisions and departments as shall be necessary to secure complete and prompt compliance with the forms and methods of procedure herein set forth.

He shall be responsible to the secretary, the standing committee, and the board for the method and form of procedure in the conduct of all controversial proceedings, from the filing of the original complaint, the issue of summons, answer, submission or default, the hearings by examiners, their reports, the award or recommendation of the section and the board, motions for rehearing and stays of award, the administration of the award, and appeal from examiner's decisions and stays thereof.

He shall see to it that the reports of examiners, prepared in proper form, shall be promptly sent to the members of the section to whom the case is assigned.

He shall in person attend all meetings of the full board and such meetings of sections as may be directed by the secretary.

He shall, in the absence of the secretary, take executive charge of the court room. Whenever the board shall make an order in a case, it shall be his duty to draft the order, secure the initialing of the same by the joint chairmen, and hand the same to the chief of the Docket Division for notation, who will in turn transmit it to the chief of the Files and Information Department for proper filing.

He shall prepare a short list for each day's business of the board and standing committee, showing the cases that are ready for presentation and disposition, either in the regular call of cases or as an emergency.

**COMPLAINT DIVISION.**

The chief of this division shall discharge his duties under the supervision and direction of the director of procedure.

He shall have such assistants as may be necessary for the proper conduct of the work of his division, subject to the approval of the secretary.

He shall receive from the secretary all complaints, formal or informal, and if he finds that the controversy set forth therein should be referred to some other Government board before coming before the War Labor Board, he shall refer it to the director of procedure, who may, after conference with the secretary, make such order of reference.

He shall be responsible for the form and speedy handling of all complaints coming to the board, and shall return all complaints of an informal character, not complying substantially with the form of complaint hereinafter set forth,<sup>1</sup> to the complainant to be perfected in accord with inclosed directions.

<sup>1</sup> See Principles and Procedure.

He shall deliver all proper or perfected complaints to the chief of the Examination Division for further proceedings and shall notify the Docket Division in order that the proper entries may be made.

All papers and documents relating to informal or formal complaints shall be stamped with a time stamp to show the date of receipt and reference.

#### DOCKET DIVISION.

The head of the Docket Division, designated as docket clerk, shall discharge his duties under the supervision and direction of the director of procedure, and in cooperation with the chief of the Files and Information Department and the chief of the Division of Examination.

He shall keep a case docket, which shall show the filing of the complaint, the service, the summons, the return of the services or waiver of service and acceptance, as well as every other step in the case to its final disposition.

He shall make the entries upon the case docket to correspond with the file of the papers in the case kept by the chief of the Files and Information Department.

He shall from time to time receive from the director of procedure memoranda of the steps taken in each case, of the hearings of the board or section, and note same upon his docket, and then transmit them to the chief of the Files and Information Department for proper filing with the papers in the case.

#### DIVISION OF PUBLIC HEARINGS.

The chief of the Division of Public Hearings is to perform his duties under the direction and supervision of the director of procedure.

He shall be charged with the duty of arranging for all public and executive hearings of the board or sections, or of examiners' hearings, after he has been advised of the dates and places of hearing by the chief of the Examination Division.

He shall provide chambers for the hearings, with necessary equipment, and shall, under orders of the director of procedure, act as court officer, preserve order, and attend to other administrative details in connection with hearings.

At hearings held by examiners he shall receive and act upon instructions from the examiner in charge.

He shall serve in person or by authorized deputy summons and other process as directed by examiners, sections, or the board, and make proper returns thereon, where this is practical.

He shall act as custodian of all dockets, papers, and property used in connection with public hearings or the executive sessions of the board, and shall return the same to their proper custody after the hearings.

#### OFFICIAL REPORTING.

The chief of this division shall be designated as the official reporter, and shall report to and receive instructions from the director of procedure. He shall have charge of the reporting of all public and executive meetings of the board and of all hearings before ex-

aminers. He may enter into contracts to secure needed assistance, such contracts to be subject to the approval of the director of procedure.

#### DEPARTMENT OF FILES AND INFORMATION.

The chief of this department shall be in responsible charge of the filing and information, and shall receive instructions from and report to the secretary direct.

He shall have charge of the editing and proof reading of all matter to be printed, and shall maintain a supply of printed matter required by the board in the form of awards, principles, and other approved papers and documents.

He shall maintain a mailing list for the distribution of printed and other matter requested from the board.

The awards and findings of the board, when finally approved, shall be transmitted to this department for mimeographing or printing and distribution to the parties interested.

He shall maintain two separate files, one a file of complaints and cases, arranged in numerical order, to be known as the "case and complaint file." He shall maintain another file for all other communications and correspondence of the board.

He shall cooperate with the chief of the Docket Division so that the chief of the Docket Division may have on the official docket complete reference to all the papers in the file representing steps in the procedure essential to the jurisdiction of the board, or giving a history of the steps in that procedure to final award or recommendation and administration.

#### DEPARTMENT OF EXAMINATION.

The chief of this division shall discharge his duties under the supervision and direction of the secretary and director of procedure, being responsible to the director of procedure for the form and method of procedure only, and to the secretary in all other matters.

He shall select such examiners as may be necessary for the proper conduct of the work of his department, subject to the approval of the secretary.

He shall receive from the Division of Complaints the formal perfected complaints and direct the service of such complaints upon the parties as hereinafter required.<sup>1</sup>

He shall designate the examiner to hear such complaints when such hearings may be properly appointed.

He shall require of all examiners and other subordinates monthly expense reports, and after examination and approval shall certify them to the auditor for payment.

He shall summon such witnesses as the secretary may direct, report their names and the docket number of the case to the auditor, and finally personally certify their claims for attendance and the expense of such witnesses to the auditor for payment.

He shall examine all reports and digests of the examiners and present them to the director of procedure for transmission to the board or sections for consideration, comment, and action.

<sup>1</sup> See Principles and Procedure.

He shall keep at all times, available for ready reference, a list of the assignments to examiners and a docket showing the state of hearings and reports in each one of the pending cases.

He shall furnish the information upon which the director of procedure may make up his short list for the hearings of the board.

He shall adopt such rules, under the supervision of the director of procedure, for the guidance of examiners as may seem useful to him and may not be inconsistent with the rules of the board.

He shall see that examiners are so scheduled as to perform the maximum amount of investigation with the least delay and expense.

He shall instruct examiners that they limit their expressions or activities in a given community to the details of the particular controversy under investigation, and that they shall conduct themselves as quasi judicial officers, avoiding scrupulously any discussion with the representatives of either party to the specific controversy, unless both are represented or are requested to be present or represented.

He shall be informed by the director of procedure of the appointment of all sections. He shall be guided by any special instructions he may receive from such sections jointly, in writing, and furnish such information as his division may possess to a member of the board at any time upon request.

He shall require daily reports of all examiners showing their progress.

He shall receive and hand to the docket clerk, for notation and entry upon the docket, all written submissions, all answers filed to complaints, and shall hand to the docket clerk for notation a list of all defaults in the filing of answers within the time prescribed by the rules.

#### DEPARTMENT OF ADMINISTRATION OF AWARDS.

The chief of this department shall act under the supervision of the secretary and director of procedure, who shall deliver to him a copy of every award. He shall be responsible to the director of procedure in so far as concerns compliance with the forms and methods of procedure in the administration of awards, and directly to the secretary in all other matters.

He shall select and recommend to the secretary administrators of awards and other assistants necessary for the proper conduct of his department. These administrators of awards shall be impartial in the discharge of their duties and maintain a judicial attitude in their work.

He shall be charged with the duty of assigning, when necessary, such administrators of awards to apply and interpret awards of the board and of supervising the same.

He shall minimize, as far as possible, his intervention in the application of the award as between the parties, it being the policy of the board to encourage the parties to adjust their differences under the award without the aid of the board or its examiners.

He shall select administrators of awards, for particular assignments, whose experience and abilities are suited to the task in hand, and shall take up with them in detail the meaning and application of the various provisions of the award and shall give them written instructions so far as this may seem desirable.

The administrators of awards when in the field shall keep the chief of the division fully informed as to all developments and of such rulings as it may be necessary to make. These rulings shall be submitted in writing to the interested parties.

#### DEPARTMENT OF OFFICE MANAGEMENT.

The chief of this department shall discharge his duties under the supervision of the secretary.

He shall have charge of the following divisions, each of which may be provided with a chief: Typewriting and stenography; buildings, equipment, and supplies.

He shall select such assistants as may be necessary for the proper conduct of the work of his department, subject to the approval of the secretary.

#### BUILDINGS, EQUIPMENT, AND SUPPLIES DIVISION.

The chief of this division shall be the custodian of all buildings occupied by the board and of all equipment and property contained therein.

He shall make all purchases of supplies for the board on the basis of requests approved by the chiefs of departments and the secretary and shall issue supplies through requisition approved by the chiefs of divisions.

As custodian of buildings he shall provide for their proper maintenance and protection by the appointment of janitors and watchmen.

He shall also have charge of the messenger service and shall appoint messengers with the approval of the secretary.

#### STENOGRAPHY AND TYPEWRITING.

The chief of this division shall be charged with the duty of maintaining an adequate force of stenographers for the general use of the board and its staff. These he shall appoint with the approval of the secretary.

He shall supply the services of typewriters and stenographers upon the request of members of the board and chiefs of departments and divisions.

#### DEPARTMENT OF AUDITING AND ACCOUNTS.

The auditor shall be the chief of this department. He shall have general supervision of the accounting and approval of disbursements. He shall report to and receive instructions from the secretary.

He shall receive from the other divisions all papers, properly certified, showing receipts and disbursements, or upon which receipts and disbursements are made. These papers, when examined and audited, shall be entered upon his records of account and filed or properly certified to the disbursing officer for payment.

He shall scrutinize all claims of every nature and keep constantly in touch with the expenditures of all divisions and make prompt report to the secretary of any inaccuracies or irregularities coming to his attention.

He shall not approve any claim for expense until it shall have been certified by the chief of the department under whose direction the expense has been incurred.

He shall require the claims for remuneration or expenses of board members, alternate members or their secretaries, to be similarly certified by such members or alternates.

He shall distribute the disbursements as far as practicable to their proper and respective docket numbers, so that he can render to the secretary monthly reports showing the total cost to the Government of each docket number, for salaries, traveling expenses of the staff or witnesses, and other similar necessary disbursements.

He shall prepare comprehensive reports, giving a summary of the total cost of the board's operation at such intervals and in such detail as the secretary may direct.

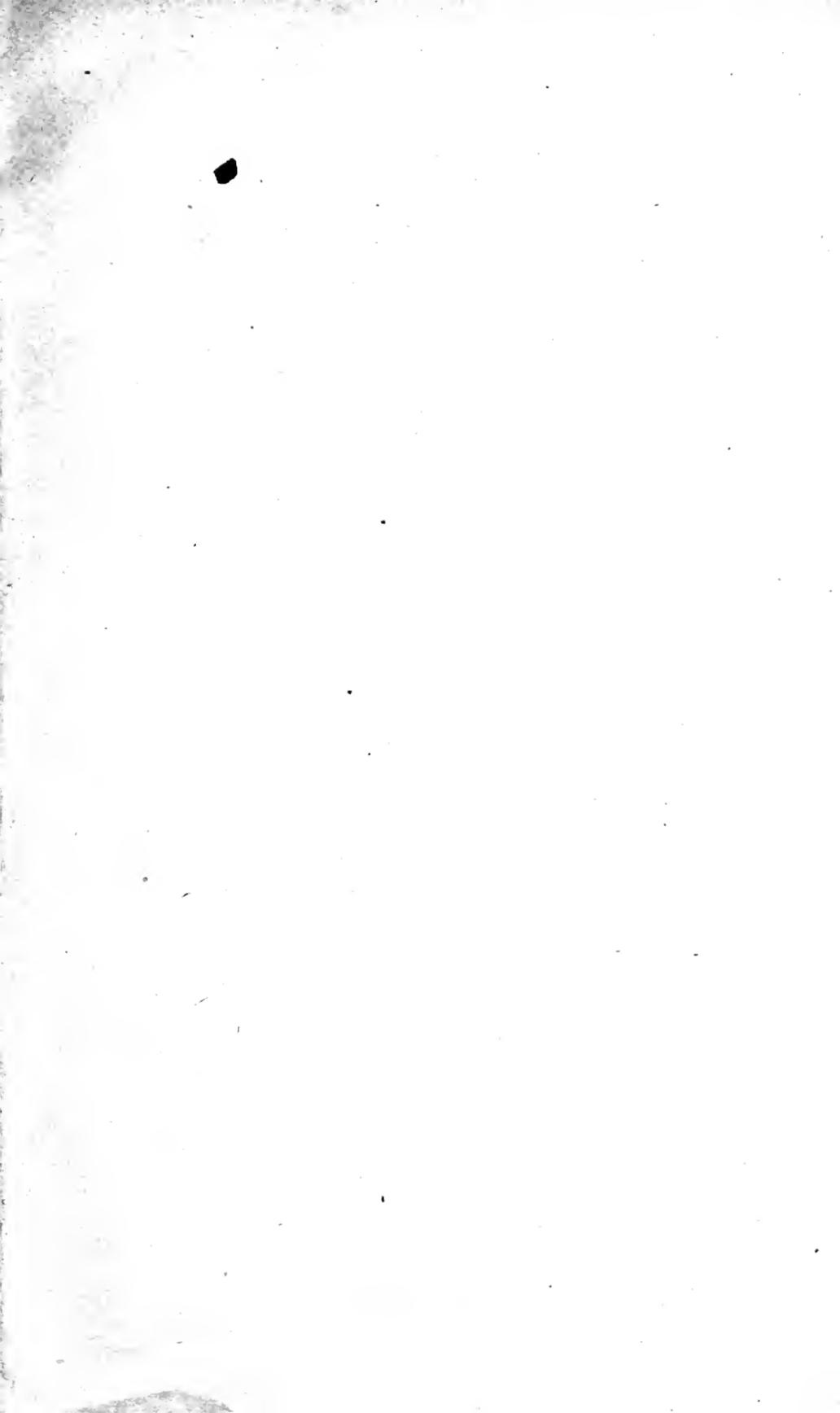


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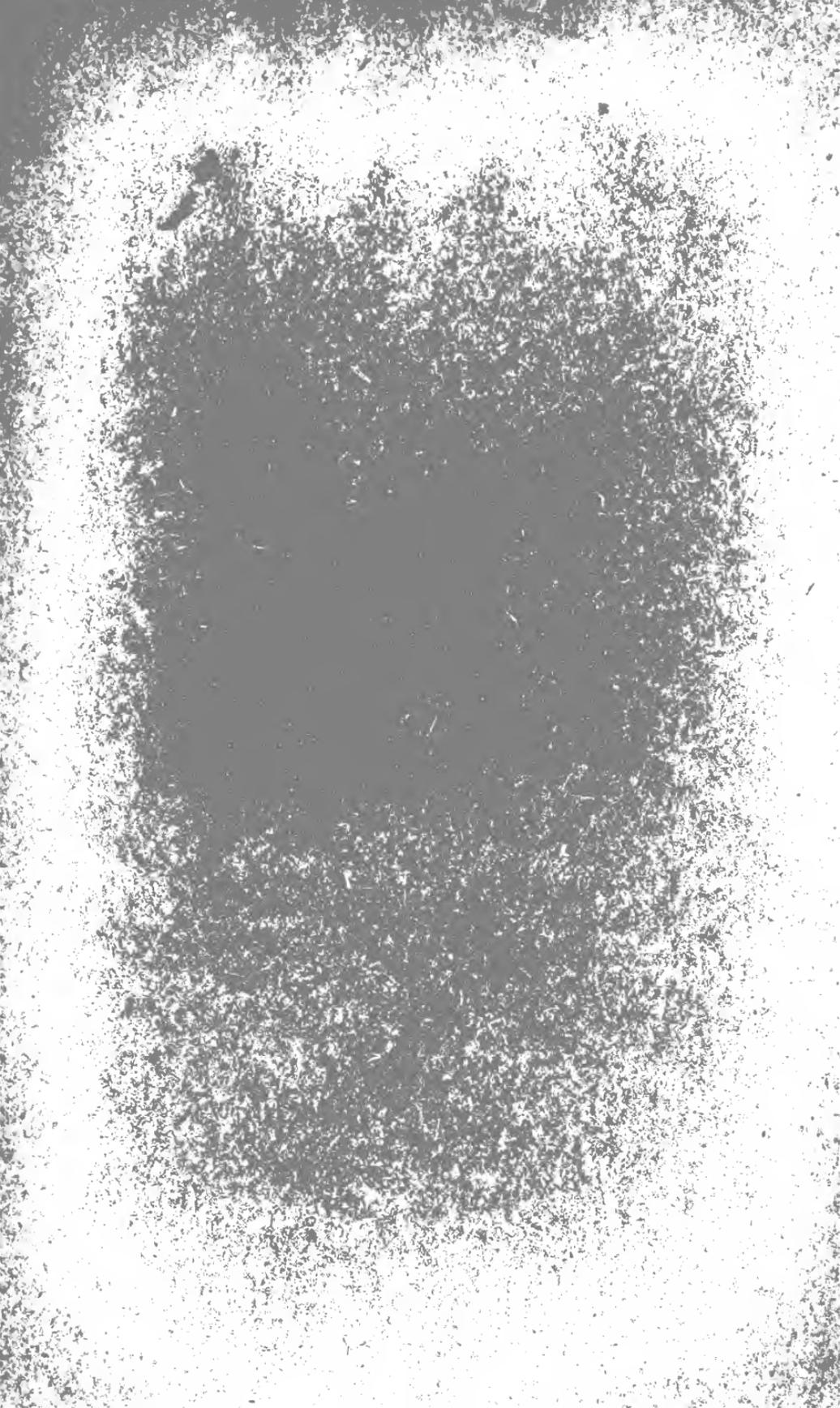
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