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ZADEK FELDSTEIN CO. INC., a New York corporation, hereafter called "the Company", and the WHOLESALE AND WAREHOUSE WORKERS UNION, an incorporated association affiliated with the Congress of Industrial Organization, as Local 65, hereafter called "the Union", for and on behalf of itself, its members now employed, and its present and future members hereafter to be employed by the Company, having heretofore entered into a collective bargaining agreement dated October 16th, 1941, which said agreement by its terms expired September 27th, 1942, do hereby agree that all of the terms and conditions of said agreement dated October 16th, 1941 shall, from the date hereof, be and remain in full force and effect, except in so far as hereinafter specifically changed or modified:

FIRST: The Schedule "A" referred to in the paragraph entitled "FIRST" is replaced and superseded by the Schedule "A" hereto annexed.

SECOND: The paragraph marked "FIFTH" in said agreement is modified and changed so that it shall now read as follows:

"FIFTH: All persons employed by the Company for a period exceeding four (4) weeks shall be considered regular employees and shall be entitled to seniority rights. The Company may discharge without cause any probationary employee during the trial period of four (4) weeks. All rehirings and lay-offs by the Company shall be in accordance with seniority, that is, the last person hired shall be the first person laid off and the last person laid off shall be the first person to be rehired. If an employee of one department is laid off, or about to be laid off for lack of work in that department, the employee so laid off or aboutto be laid off, shall be transferred to any other department where an additional employee is needed, provided such employee is competent and qualified to work in such other department. This shall not interfere with the regular seniority rights above provided. The Company shall have the right at all times during emergencies, including sickness or rush orders, to temporarily transfer employees from one department to another."

THIRD: The paragraph marked "TENTH" in said agreement is modified and changed so that it shall now read as follows:

"TENTH: The minimum wage for the employees shall be as follows:- $20.00 a week for all male employees and $19.00 a week for all female employees."

FOURTH: The paragraph marked "ELEVENTH" in said agreement is modified and changed so that it shall now read as follows:

"ELEVENTH: Beginning as of the week ending October 2nd, 1942, the Company shall increase the wages of all employees making over $17.00 a week by the sum of $2.50 a week. Any increases needed to put into effect the minimum wages referred to in the "TENTH" paragraph shall be deemed increases within the meaning of that term as used in this paragraph. Inasmuch as this agreement is retroactive so far as the raising of minimums and the increases of salaries are concerned, it is agreed that all weekly bonuses paid by the Company to the employees beginning October 2, 1942 shall be given effect in computing the amount due to each employeesunder the provisions of the Tenth and Eleventh Clauses. It is further agreed that the increased minimums and weekly salary

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increases provided for in the Tenth and Eleventh Clauses of this agreement are subject to the approval of the National War Labor Board and are not to go into effect unless and until such approval is had. The Company and Union shall forthwith apply to such Board for a ruling on the aforementioned proposed increases and minimums. "

FIFTH: The paragraph marked "FOURTEENTH" in said agreement is modified and changed so that it shall now read as follows:

"FOURTEENTH" No employee shall be discharged because of absence due to illness or other good cause, provided such absence shall not continue for more than twelve weeks. If an employee is physically injured during the course of employment and unable to work because of such injury, such employee shall not be discharged until the expiration of six months. The Company shall pay a maximum of two weeks salary during the term of this agreement to any employee who is necessarily absent from work because of illness and who shall present the Company upon his or her return to work the certificate of a physician showing that such employee was actually ill. In the event of any such absence, the Company shall immediately be notified and the Company shall have the right to send a physician designated by it to examine the employee at any and at all times that the Company may desire. In no event shall any employee be entitled to sick pay for more that one Monday and one Friday during the term of this agreement. Any employee who claims or receives salary because of alleged illness and it is thereafter determined that such illness was not legitimate shall be deemed dishonest and may be forthwith discharged under the terms of this agreement.

"SIXTH" The address of the Union specified in Paragraph marked "SEVENTEENTH" is changed to 13 Astor Place, New York City.

"SEVENTH" The paragraph marked "TWENTY-EIGHTH" in said agreement is modified and changed so that it shall now read as follows:

"TWENTY-EIGHTH" This agreement shall go into effect immediately upon receipt of notification in writing by the Company from the Union to the effect that this agreement has been duly ratified; and shall continue in full force and effect until the 1st day of December, 1943. Not less than thirty days prior to the expiration of this agreement, either party may notify the other of its intention to renew or modify this agreement, and the parties thereupon shall enter into negotiations regarding the renewal of modification . If such negotiations are not concluded prior to the expiration date hereof, this agreement shall be, and hereby is, extended for 30 days from such expiration date for the purpose of permitting the parties to continue such negotiations.

IN WITNESS WHEREOF, the Company has these presents to be signed by its duly authorized officer and its corporate seal hereunto affixed, and the Union has caused these presents to be duly signed this day of January, 1943

ZADEK FELDSTEIN CO. INC.

BY Ben Feldstein

WHOLESALE & WAREHOUSE WORKERS UNION,
LOCAL 65

BY Irving Lebold.

AGREEMENT made this 16th day of October, 1941, as of the 27th day of September, 1941, between ZADEK-FELDSTEIN CO. INC., a New York corporation, hereafter called "the Company", and the WHOLESALE AND WAREHOUSE WORKERS UNION, an unincorporated association affiliated with the Congressof Industrial Organizations as Local 65, hereafter called "the Union", for and on behalf of itself, its members now employed, and its present and future members hereafter to be employed by the Company.

WITNESSETH:

WHEREAS, heretofore the Union submitted proof to the Company that a large majority of the employees of the Company were members, in good standing, of the Union, and had designated the Union as their accredited representative to bargain collectively for them with the Company, and

WHEREAS, the Union and the Company have bargained together, have agreed upon the terms and conditions of an agreement, and desire to incorporate such terms and conditions into a written agreement,

NOW, THEREFORE, in consideration of the foregoing, and and of the mutual promises hereinafter set forth, it is agreed as follows:

FIRST: The Company recognizes the Union as a Union of wholesale, warehouse and processing workers in the City of New York and vicinity, and shall deal collectively only with the Union through such representatives as the Union may designate in writing, for and on behalf of all its employees except those specifically excluded in Schedule "A" hereto attached.

SECOND: Except as herein specifically permitted, the Company shall employ and retain in its employ only members of the Union who are in good standing. The Company shall be promptly notified by the Union in writing when any of its members employed by the Company are no longer in good standing.

THIRD: EXcept to fill vacancies in the positions of the persons specified in Schedule "A", at all times when the Company desires to hire additional employees, it shall apply to the Union for such help, and the Union within forty-eight (48) hours whenthere are rush orders, or within three (3) working days otherwise, shall send to the Company applicants who are qualified and competent. The Company shall not be entitled to hire help in the open market unless the Union shall have failed to supply qualified and competent applicants. All such persons hired by the Company in the open market shall promptly apply for membership in the Union, and the latter shall not unreasonably withhold membership and such employment shall be probationary, pending the final issuance of a membership book or work permit card by the Union. Other than as herein permitted, the employment by the Company of persons who are not members of the Union, shall be deemed a breach of this agreement.

FOURTH: The wages and salaries in effect at the date of this agreement shall not be reduced by the Company nor shall the regular hours of

employment be increased by the Company, anything contained in this agreement to the contrary notwithstanding.

FIFTH: All persons employed by the Company for a period exceeding four (4) weeks shall be considered regular employees and shall be entitled to seniority rights. The Company may discharge without cause any probationary employee during the trial period of four (4) weeks. All rehirings and lay-offs by the Company shall be in accordance with departmental seniority, that is, the last person hired in a department shall be the first person laid off in that department, and the last person laid off in a department shall be the first person to be rehired in that department

SIXTH: The Company shall continuously employ a crew of thirty-five (35) persons and they shall not be subject to lay-offs at any time unless there is a shortage of materials, a loss of business, a withdrawal of capital, or any other emergency not within the control of the Company. Before the basic crew is reduced by the Company, the Union shall be notified in writing by the employer and if the Union shall disagree with the Company as the necessity for such reduction, the matter shall be arbitrated as hereinafter provided.

SEVENTH: The Company may make such reasonable Shop Rules as it deems necessary and proper for the conduct of its business, provided however, the same are not inconsistent with any of the provisions of this agreement.

EIGHT: Except as herein otherwise specifically provided, an employee may be discharged for just cause, but only in the manner hereafter provided. Dishonesty, a refusal to obey orders, inefficiency, laying down on the job, or a violation of any of the reasonable Shop Rules shall constitute just cause. The Company shall immediately notify the Union of the discharge of any employee for just cause. Should such discharge be for dishonesty or insubordination, the Company may require the employess to leave the premises of the Company at once. In the event the Union disputes that just cause exsists, such disputes shall be forthwith arbitrated, and if the decision or award on the arbitration is that the charge was not justified, then such employee shall be immediately reinstated to his or her former position and reimbursed for his or her loss of wages. Should such discharge be for any reason other than dishonesty or a refusal to obey orders and should the Union dispute that just cause exists for such discharge, the discharged employee shall continue to work until the dispute has been arbitrated, as herein provided.

NINTH: The regular working hours shall start at 8:30 A.M. and shall end at 5:30 P.M. The hours of daily employment shall be consecutive and may be interrupted for lunch only, which shall be a period of one (1) hour. Should any employee work more hours than herein provided, he shall be paid for such overtime at the rate of time and one-half. Any employee who has a reasonable excuse for not working overtime, shall not be required by the Company so to do.

TENTH: The minimum wage for the employees shall be as follows:- $17.00 per week for all male employees; $16.00 per week for employees in the Jar Department; $16.00 per week for employees in the Doll Department; $17.00 per week for employees in the Office, and $15.00 per week for employees in the Click-Clack and Assembly Departments.

ELEVENTH: Beginning as of the week ending October 3rd, 1941, the Company shall increase the wages of all male employees by the sum of $3.00 per week and all female employees by the sum of $2.00 per week. Any increases needed to put into effect the minimum wages referred to in the TENTH paragraph shall be deemed increases within the meaning of that term as used in this paragraph.

TWELFTH: The company shall pay the employees full salary for the following holidays as if the employees had worked theron:- New Year's Day Washington's Birthday, Decoration Day, July4th, Labor Day, Thanksgiving Day, Christmas, 3Jewish Holidays and one half-day on May Day for the purpose of participating in the Union parade on that day. No employee shall receive compensation for one-half of May Day unless such employee actually participates in said parade and the Union so certifies to the Company. All Catholic employees shall receive payfor any time lost for the purpose of attending religious services on Good Friday. No employee shall be required to work on any of the above holidays unless such employee shall first obtain the consent of the Union, which consent, however, will not be unreasonably withheld. Any employee, who, with the consent of the Union, works on any such holiday shall not only receive pay for that holiday but also time and one-half in addition thereto.

THIRTEENTH: All persons who have been actually employed by the Company for a total working period, not necessarily consecutive.,exceeding one year, shall receive one week's vacation with pay in advance. All persons who have been employed by the Company for three years or more, shall receive a vacation of two weeks with pay in advance. The Company shall designate the vacations of all employees duting the period from May Ist to August Ist and shall notify each employee of his or her respective vacation not less than two weeks in advance of same, and such vacation so designated, shall not be changed without the mutual consent of the Company and such employee. Should a holiday occur during the vacation of any employee, he or she shall be entitled to one additional day of vacation. In fixing the periods of the employees, the Company shall give effect to seniority of employment so far as possible with the proper conduct and operation of the business of the Company.

FOURTEENTH: No employee shall be discharged because of absence due to illness or other good cause, provided such absence shall not continue for more than twelve weeks. If an employee is physically injured during the course of employment and unable to work because of suchinjury, such employee shall not be discharged until the expiration of six month. The Company shall pay a maximum of two weeks' salary during the term of this agreement to any employee who is necessarily absent from work because of illness. In the event of any such absence, the Company shall have the right to send a physician designated by it, to examine the employee at any and all times that the Company may desire. The Company may also require written proof of illness of any employee who is absent from work because of the claim of illness. Any employee who claims or receives salary because of alleged illness and it is thereafter determined that such illness was not legitimate, shall be deemed dishonest and may be forthwith discharged under the terms of this agreement.

FIFTEENTH: Any and all disputes arising out of or under this agreement, if not amicably adjusted by and between (I)the crew steward and the representative of the Company, or (2) by the Union and the Company, shall then upon written request of either the Company or the Union be referred for hearing and determination to an arbitratordesignated by the Voluntary Industrial Arbitration Tribunal of the American Association, and such arbitration shall be conducted under and pursuant to the Rules of said Association as then in force, and the award of such arbitrator shall be final and conclusive, and the parties shall abide by, comply with and perform such award. The expenses of such arbitration shall be equally borne by the Union and the Company.

SIXTEENTH: Duting the life of this agreement, the Union and its members shall not cause, sanction or take part in any strike(whether sit-down, stay-in, sympathetic, general or any kind) walkout, picketing, stoppage of work, retarding of work, or boycott, either primary or secondary, or any other interference with the business of the Company, nor shall there be any lock-outs by the Company, except for and after the failure of either the Company or the Union, as the case may be, to abide by and perform the award on any arbitration.

SEVENTEENTH: Any notices required by this agreement to be given by one party to the other shall be in writing and sent by registered mail to the parties at the following addresses:

Zadek-Feldstein Co. -59 West 19th Street,
New York City

Wholesale and Warehouse
Workers Union, Local 65 - 104 East 9th Street,
New York City

Should either party remove from such address, immediate notice of such removal shall be given to the other party.

EIGHTEENTH: No minor under the age of eighteen years shall be employed by the Company, nor shall the Company eushow any discrimination against or favoritism among its employees for Union activities.

NINETEENTH: This agreement shall not be modified by any employee or group of employees without the joint consent of the Union and the Company. No modification of this agreement shall be made unless in writing and signed by the Company and the Union.

TWENTIETH: The Company shall not move its plant outside of New York City during the term of this agreement.

TWENTY-FIRST: The Union's accredited representative may visit the premises of the Company for the purpose of investigating the working conditions or conferring with the Company., but the employees shall not be interrupted in their work on any such occasion without the prior written consent of the company.

TWENTY-SECOnD: The Company shall provide a suitable and accessible space to be used as a bulletin board for Union notices in its premises.

TWENTY-THIRD: The Company shall not aid, co-operate or assist any of other concern engaged in the same line of business, whose employees are on strike or locked out during the existence of a labor dispute.

TWENTY-FOURTH: Any male employee of the Company, who, while in its employ is drafted for military duty, shall immediately upon his return, be entitled to re-instatement with all the benefits he enjoyed at the timehis employment was interrupted and the benefit of any general wage increase which he would otherwise have received. The Company shall pay to any such regular employee so drafted, two weeks' pay when such employee leaves his employ to enter military service. If such employee has been employed by the Company for at least four years theretofore, he or his designee shall receive from the Company an additional week's salary at the end of six months' military service, and an additional week's salary at the end of nine months' military service.

TWENTY-FIFTH: The Company shall not contract out any work in the future other than it has customarily done in the past or unless during the removal of its plant within the territory herein allowed, or unless because the operation of its plant is prevented by a cause beyond its control.

TWENTY-SIXTH: All regular employees of the Company shall granted leave of absence for good cause and upon return to work shall be reinstated to former positions with all the benefits which were enjoyed at the time employment was interrupted. Maternity, illness, physical injuries or full time service in the Union, shall be deemed good cause, except that in the latter event the Company shall receive two weeks' notice from the Union that an employee is needed for full time work. Such leaves of absence shall be without pay except as herein beforespecifically provided.

TWENTY-SEVENTH: The Union shall exert all its efforts to unionize suhh of the shops of the competitors of the Company which are not presently unionized.

TWENTY-EIGHTH: This agreement shall go into effect as of the 27th day of September, 1941, immediately upon receipt of notification in writing by the Company from the Union to the effect that this agreement has been duly ratified; and shall continue in full force and effect until the 27th day of September, 1942. Not less than thirty dats prior to the expiration of this agreement, either party may notify the other of its intention to renew or modify this agreement, and the parties thereupon shall enter into negotiations regarding the renewal or modification. If such negotiations are not concluded prior to the expiration date hereof, this agreement shall be, and hereby is, extended for thirty days from such expiration date for the purpose of permitting the parties to continue such negotiations, provided however(that any modification agreed uponby the parties shall be retroactive from the date of the beginningof such thirty day period). If the parties shall fail to agree upon such modification, this agreement shall terminate at the expiration of such thirty day period.

In Witness Whereof, the Company has caused these presents to be signed by its duly authorized officer and its corporated seal hereto affixed, and the Union has caused these presents to be signed the day and year first above written.

ZADEK-FELDSTEIN CO. INC.
By Ben Feldstein

WHOLESALE AND WAREHOUSE
WORKERS UNION, Local 65
By Irving Hebb

NATIONAL WAR LABOR BOARD

IN THE MATTER OF: March 3, 1943

WEST COAST AIRFRAME COMPANIES

Boeing Aircraft Co., Seattle and Benton, Washington
Consolidated Aircraft Corporation, San Diego, California
Douglas Aircraft Co., El Segundo, Long Beach and Santa Monica, California
Lockheed Aircraft Corporation, Burbank, California
North American Aviation, Inc., Englewood, California
Northrop Aircraft, Inc., Hawthorne, California
Ryan Aeronautical Co., San Diego, California
Vega Aircraft Corporation, Burbank, California
Vultee Aircraft, Inc., Downey, California

and

UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO	:	Cases Nos. 174, 307, 557, 558
INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL	:	608, 609, 610
NATIONAL UNION, UNITED AIRCRAFT WELDERS OF AMERICA	:	673

DISSENTING OPINION

It is with deep regret that the writer finds it necessary on the basis of his views of the merits of this case to file this dissenting opinion. He fully appreciates the desirability of having the four public members of the War Labor Board maintain a united front in point of view in deciding the complex labor cases which come before the Board. In examining and reexamining the record of this case he has leaned over backwards in an endeavor to give the conclusions of the majority the benefit of every doubt and presumption, but he has been unable to square the decision of the majority with the history and with the voluminous record of this case when tested by the preponderance-of-the-evidence rule. Therefore, in keeping with his judicial obligations and responsibilities he is left with no other choice but to dissent.

Let it be clearly understood that the writer holds in the highest of respect the intellectual integrity and judicial attitude of the three public members of the Board who prepared the majority decision. There is no basis for questioning their intellectual honesty, sincerity, or independence of judgment. The writer does not share the view of certain labor members of the Board that the majority decision in this case is the result of instructions, suggestions, or influence from the Director of Economic Stabilization. All of the public members of the Board as well as the Director of Economic Stabilization fully appreciate the fact that if the War Labor Board is to function as a judicial tribunal for the settling of wartime labor disputes, it must safeguard its judicial procedures and permit of no administrative practice which would cause labor, industry, or the public to believe that decisions of the War Labor Board rest upon any other considerations than an application of economic stabilization policies of the Government to the record of a given case. However, the fact must not be lost sight of that the Board is bound by the economic stabilization policies of the Government, and when changes in those policies are enunciated it is the duty of the Board to apply the changes in decisions on cases coming before it.

This writer does share the view of the labor members of the Board that the Board should reach its decisions in individual cases on the record and without consultation with the Director of Economic Stabilization. Once the Board has reached its decision in accordance with its wage stabilization policies, then the responsibility rests with the Director of Economic Stabilization to reverse the Board or approve the decision. Any other procedure is bound to result in suspicion and distrust and is certain to destroy the judicial effectiveness of the Board.

It is the opinion of the writer that the findings and recommendations of the majority when considered in light of the record of this case are in the main unsupported by the preponderance of the evidence in the record, inconsistent with the wage stabilization policies of the Board as set forth in many decisions, and do not constitute a fair and equitable settlement of the issues. The major points of disagreement with the majority opinion are summarized below under appropriate headings:

1. History of Case Shows Workers Suffer from Stabilization Bungling.

The Government cannot point with pride to the history of its efforts to stabilize wages in the West Coast airframe industry. The record of the case shows that in the Spring of 1942, the collective bargaining contracts in several of the airframe plants expired and negotiations for new wage contracts commenced. It cannot be successfully disputed on the record that if those negotiations had been allowed to run their normal course, the workers in most if not all of the plants would have received substantial wage increases by voluntary collective-bargaining agreements. One company offered a 10-cent general increase, and other companies announced to their employees that they would meet whatever increases were actually granted by competing companies.

However, collective-bargaining negotiations over wages within the industry were suspended upon the representation of various governmental officials and agencies that the Government sought to bring about an industry-wide wage stabilization program applicable to West Coast airframe plants. At that time the Government had recently completed a wage stabilization pattern for West Coast shipbuilding, and it was being heralded as a great success and as offering a sound procedure for stabilizing wages on an industry-wide basis.

It cannot be said that the Government's urging an aircraft stabilization conference involved in and of itself any express or implied promise on the part of the Government that aircraft wages would be stabilized upward. However, after studying with great care all of the surrounding facts and circumstances of the Government's various representations and proposals made at the time as shown by the record, this writer can reach no other conclusion than that by its conduct in the premises the Government itself gave the aircraft workers reasonable cause to believe that a wage stabilization conference conducted on the same general procedures as those which were followed in shipbuilding would result in upward wage adjustments applied uniformly throughout the industry.

It should be remembered that in May, June and July of 1942 hundreds upon hundreds of voluntary wage agreements providing for general wage increases were being entered into all over this country. If the representatives of the aircraft workers had not cooperated with their Government by agreeing to enter into a joint wage stabilization conference, unquestionably they would have been able to negotiate on a voluntary basis general wage increases with their

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noted to better jobs and the rate increase may not be made available to new employees. This fact may be taken into consideration when we come to consider inequities in the individual wage rates now paid to the present employees of the Company, but it does not justify a general wage increase in the form of a cost-of-living adjustment under the rule of the "Little Steel" case. That rule, which is the basis of the maladjustment policy of the Board, has always been and must necessarily be based on average figures for groups of employees. It is not intended to correct individual inequities and is not capable of doing so. Such individual inequities are, however, effectively corrected by the setting up of job classifications under the Board's Directive Order.

Inequalities and Gross Inequities. Wage rates prevailing on September 14, 1942 may be adjusted, under the wage stabilization policy, to correct inequalities which are manifestly unjust and grossly inequitable. It is the purpose of correcting gross inequities in the wage rates now paid to individual workers for the same or similar jobs that the Board has directed the establishment of the new job classification and wage rate schedule. In our opinion there is no single factor in the whole field of labor relations that does more to break down morale, create individual dissatisfaction, encourage absenteeism, increase labor turnover, and hamper production than obviously unjust inequalities in the wage rates paid to different individuals in the same labor group within the same plant.

In determining what changes in relative wage rates are necessary or appropriate to correct unjust inequalities in the existing chaotic wage structure, we have to look first at the wage rate structure as it now is to find (a) how far the inequities should be eliminated by establishing narrower rate ranges for defined jobs, and (b) what wage rate relationship should be established among the ten labor groups on the basis of rational job evaluation. When the actual rates now being paid have thus been rationally adjusted in a way that fairly reflects the principle of equal pay for equal work, we then have to determine, by comparative examination of wage rates prevailing outside of the airplane industry, whether or not any one or more of the rates derived directly from thepresent wage structure by the proposed adjustment is at a level which is manifestly unjust because of exceptional or unusual departure from the prevailing range of rates for comparable occupations in the labor market area. If so it can be corrected without an unstabilizing effect. If not it should remain as it is.

In making this comparative examination we are to be guided by the declared policy of November 6, 1942 which says that the "wage rate inequalities and the gross inequities which may require adjustment under the stabilization program are those which represent manifest injustices that arise from unusual and unreasonable differences in wage rates. Wage differentials which are established and stabilized are normal to American industry and will not be disturbed by the Board."

In the voluminous data on wage rates in Southern California submitted to the Board, and in the careful analysis of the wage data in the Porter report, we have reliable evidence of prevailing rates (1) in the shipyards, (2) at the San Diego Naval Air Station, (3) among the aircraft parts plants recently surveyed by the Bureau of Labor Statistics, and (4) the basic common labor rates among general manufacturing establishments in the area.

The shipbuilding rates for the more highly skilled jobs such as are included in labor grades I to IV inclusive of the classification schedule of the Board's Directive Order do not differ very much from the prevailing rates for such jobs in the airframe industry or at the San Diego Naval Air

Station or among the aircraft parts plants. At the other end of the wage scale, however, in the lower labor grades the rates in shipbuilding are substantially higher than in the air frame industry; rates at the San Diego Naval Air Station are spread over a range that runs from approximately the prevailing airframe minimum rate of 75¢ up to the shipbuilding basic common labor rate of 88¢. In the aircraft parts plants comparable unskilled labor rates are lower than in the airframe industry and the average basic common labor rate among general manufacturing establishments in the area is about 69¢ per hour.

To determine the proper rate for airframe workers in the lowest grade of the new classification we have to apply the principles announced in the Board's unanimous policy statement of November 6, 1942 to a comparison of the existing airframe rates for that grade of work with the prevailing rates for comparable work mentioned in the last paragraph. The present minimum rate for airframe workers is 75¢ per hour. This is already substantially above the 69¢ average common labor rate now prevailing in general manufacturing establishments in the area (outside of the airframe industry, aircraft parts industry, shipbuilding and the Naval Station). As is usually true in all labor market areas, the basic common labor rates show substantial variations from industry to industry, reflecting many complex and historical factors of real significance, including, of course, differences in the nature of the work done by the workers in these lowest labor grades in the several industrie Thus in the Los Angeles area the basic common labor rates in the outside establishments (averaged for each named industry) range from slightly more than 50¢ in soap manufacturing to approximately 79¢ in glass. In aircraft parts manufacturing establishments in the area, the rates for occupations comparable to those in labor grade X run from 50¢ to 75¢. Between these limits the comparable rates occur more frequently in the upper portion of the range. For the purpose of our comparisons in the present case, we have given weight to the frequency of occurrence of comparable rates by using the rate ranges in which fifty per cent of the comparable prevailing rates are concentrated. Fifty per cent of the rates paid in the aircraft parts industry for work comparable to labor grade X lie between 65¢ and 75¢. The weighted average wage (total hourly wages paid divided by total number of employees) is 70¢. There is in this comparison with wage rates paid in general manufactu ing establishments and in the aircraft parts plants, no justification for increasing the 75¢ minimum rate now paid to airframe workers.

The question remains whether that minimum rate should be increased because of the higher basic common labor rate of 88¢ in the shipbuilding industry and the 76¢ to 88¢ range of rates at the Naval Station. The question thus presented is very similar to the issue we decided in the Packinghouse cases. In those cases a general wage increase was asked (although no cost-of-living adjustment under the "Little Steel" formula was due to the workers) because of the 5.5¢ increase granted to the workers in the steel industry. The Board refused to grant the proposed general wage increase under such circumstances on the ground that it would result in the establishment of a general wage level significantly in excess of September 1942 and would be entirely inconsistent with the Act of Congress of October 2, 1942 and with Executive Order #9250. At the same time, the Board declined to raise the level of basic common labor rates in the packinghouses to bring them up to the higher level of wages for common labor in the steel industry. It found, on comparison of these packinghouse

rates with the prevailing common labor rates in the Chicago area, that there was considerable variation in common labor rates in the different industries but that the then prevailing minimum rate in the packinghouses was not unusually or unreasonably out of line with prevailing comparable rates in the labor market area, and did not represent any manifest injustice. Precisely the same considerations applied to the present case have led us to refuse any general wage increase and also have led us not to make any increase in the minimum airframe wage rates because of the higher basic common labor rates in shipbuilding and at the Naval Station in the Los Angeles area. The comparison proposed in the Packinghouse case between packinghouse wage rates and prevailing rates in the steel industry certainly had at least as much justification as a comparison between the shipbuilding industry and the airframe industry on the West Coast. Having denied the proposed wage increases to the packinghouse employees, the Board could not in conformance with the Act of Congress and E.O. 9250 grant a general wage increase or an increase in the minimum rate, to the airframe workers on the West Coast on the basis of any comparison with shipbuilding rates or with the rates at the Naval Air Station at San Diego.

The Board, therefore, finds that the existing differential between the minimum rates in the airframe industry and the basic common labor rate in shipbuilding is not an unusual and unreasonable difference in wage rates leading to manifest injustice, but is an established and stabilized differential of a type which is normal to American industry and which will not be disturbed by the Board.

Nine-tenths of the total number of airframe employees in job grade A of labor grade X now receive 75¢ an hour. That rate has been fixed as a flat rate for this classification by the Directive Order of the Board.

More than three fourths of the airframe workers whose occupations fall within job grades B and C of labor grade X now receive hourly wages between 75¢ and 80¢ of the remaining one fourth more than half are paid 80¢ to 85¢. The Board has fixed a range of 75¢ to 80¢ for job grades B and C in labor grade X, believing that workers capable of earning higher rates than 80¢ should be up-graded into the higher (A and B) job grades of their respective skills. It seems quite clear that 75¢ to 80¢ is the proper rate range for this group. There is no justification, upon comparison with other comparable wage rates in the community, for making this wage rate range any higher than 75¢ to 80¢.

Having thus found the appropriate rate for the lowest labor grade X we turn our attention to the highest grade I, II, III and IV at the other end of the wage scale. The highest grade I includes a small number (about 1%) of the most highly skilled and highest paid factory workers. Ninety percent of the workers in this small group now receive wages between $1.12½ and $1.50. The most usual rates (middle 50%) run from $1.17½ to $1.35. The weighted average is $1.27. Comparable rates paid to workers in the aircraft parts industry also average $1.27. They run from $1.05 to $1.55, the most usual rates running from $1.25 to $1.50. Comparable Navy wage rates run from $1.22 to $1.48. In shipbuilding these highly skilled workers are covered by premium rates above the $1.20 basic machinists rate. The minimum rate fixed for the airframe workers in this grade by the Directive Order of the Board is $1.25, in these high grades embracing few workers with highly specialized skill, it is always necessary to allow a relatively wide spread between the minimum and maximum rates for the grade. Having in view the rates now being paid, the

Board has set the maximum rate at $1.45, giving a 20¢ range of rates for this grade. Provision is further made for specialists rates running up to $1.60 for not more than 10% of the skilled workers in this grade. What has just been said about the maximum and minimum rates fixed for labor grade I substantially applies to labor grade II (which likewise includes only 1% of the factory workers), due allowance being made for the fact that the minimum rate fixed for this grade is $1.20 with a maximum rate of $1.35, with not more than 10% of the specialists paid hourly rates up to $1.45. As in grade I, the prevailing rates for aircraft parts workers in comparable occupations are in general slightly higher than those in the airframe industry. The average for airframe workers is $1.12 and for aircraft part workers $1.15. In labor grade III, which is also a skilled labor grade and embraces 3% of the total factory workers, the minimum rate fixed by the Board is $1.10 and the maximum rate is $1.25, with not more than 10% of specialists up to $1.35. The range of most usual rates now prevailing in the airframe plants (middle 50%) runs from $1.00 to $1.15 and the average is $1.09. In the aircraft parts industry, on the other hand, the most usual rates (middle 50%) lie almost exactly within the $1.10 to $1.25 range fixed for the airframe rates in our Directive Order, and the average is $1.16. Labor grade IV, which includes 5% of the workers, is the grade most nearly comparable with grades of skilled mechanics for which a base rate of $1.20 has been fixed in the shipbuilding industry. For comparable jobs in the San Diego Naval Air Station the rates run from $1.15 to $1.27. In the aircraft parts industry, the rates are again slightly higher than in the airframe industry.. The most usual rates (middle 50%) run from 95¢ to $1.17 with an average of $1.05. The minimum rate fixed by the Board for this grade is $1.05 and the maximum rate $1.20, with specialist rates up to $1.30 for not more than 10% of the workers in the grade.

On the basis of the foregoing figures, there can be no doubt that the rates fixed in the Directive Order for the higher grades I, II, III, and IV, embracing altogether 10% of the workers, are fairly derived from the existing wage structure on the principle of equal pay for equal work as measured by the established job evaluation plan, and are fairly in line with the existing rates in the area for comparable occupations.
By these four grades at the top and grade X at the bottom the new classification rate structure is firmly anchored at both ends.

Grade V, which includes only 2% of the total factory workers is a somewhat special grade in the airframe industry and there are practically no comparable figures for other industries. It is placed in its proper position in the graduated scale of wage rates as measured by the established job evaluation plan, with a minimum rate of $1.00 and a maximum rate of $1.10. In grades VI, VII, and VIII, the minimum rates of 85¢, 90¢, and 95¢ respectively, are in each case at the top of the range of most usual rates (middle 50%) now existing in the airframe industry and lie somewhat above the average rates now paid to workers in these grades. These weighted averages are 82¢, 86¢, and 89¢, respectively. Here again, however, the range of most frequent rates in the aircraft parts industry is higher than in the airframe industry. The averages for the three grades are 85¢, 90¢ and 95¢, the same as the minimum rates fixed in our Directive Order.

In Grade IX, which includes 31 percent of the classified workers in the airframe plants, we have set the minimum rate at 80 cents and the maximum at 90 cents. These levels of rates are clearly required as the result of relative job evaluation The minimum of 80 cents is 5 cents above that for the lower-evaluated jobs in Grade X and 5 cents below that for the higher-evaluated jobs in Grade VIII. The maximum of 90¢; is 10¢ above that for Grade X, due to the need for a larger spread of rates in the upper grades, and is 5¢ below the maximum specified for Grade VIII.

While the rates for Grade IX are derived from evaluation in the first instance they are also reasonable in relation to existing rates of pay. The usual rates (middle 50 percent) in the airframe industry itself now run from 75¢ to 82½¢. In the aircraft parts industry a considerable number of plants pay less than 75¢ for work of this grade. Outside rates below 75¢ are not directly relevant to those for an airframe industry which already has a 75-cent minimum for experienced factory workers. Upward from 75¢, the plant averages in aircraft parts range to 87¢, according to the recent study of the Bur. of Labor Statistics. According to an independent study of parts plants by the S.C.A.I. group, individual workers in aircraft parts factories are paid from 75¢ to $1.00 for work similar to Grade IX, half of them being at rates from 80¢ to 90¢, the exact range here established for airframe plants. Thus the rates for Grade IX are as closely in line with existing levels as any that could be reconciled with the results of job evaluation.

It will be observed from the foregoing somewhat detailed discussion that the terminal rates of the wage scale of our Directive Order have been firmly fixed on the basis of prevailing rates. In filling in, between these terminals, the rates for the intermediate grades the Board has had to take into account two factors (1) the departures of existing rates in the airframe industry from the intermediate grade rates determined by a strict application of the job evaluation plan which has been adopted by the Board, and (2) the relation of the rates prevailing in the airframe industry to comparable rates prevailing in the labor market area. The principle of equal pay for equal work, applied on the basis of the established job evaluation plan, would result in the orderly step by step progression of the minimum wage rates from grade to grade by equal increments. This progression does not bring the minimum rates for the intermediate grades up to the shipbuilding or Navy Station levels, but it does lift them above the averages of comparable prevailing rates in the airframe plants by somewhat irregular amounts. That such irregular inequalities, on the basis of averages, should exist is not surprising. We could not expect to create an orderly system by averaging chaos; it is necessary to introduce the rule of reason in the form of a studied job evaluation. We have substantially followed in our Directive Order the orderly progression of intermediate grades indicated by the job evaluation plan. Upon comparison of the resulting rates with the comparable prevailing rates in the aircraft parts industry we find that the slight upward adjustment of these intermediate grade rates resulting from this determination is substantially justified by that comparison.

It will be observed that the Board has not been able to approve the grade rates recommended in the Porter report. The maximum and minimum grade rates fixed by the Directive Order are 5¢ below those recommended. Furthermore, the Board has not been able to approve the recommendation of the Porter report that "Each factory employee other than beginners * * * should receive an increase of not less than 5¢ an hour; which increase should be part of, but not in addition to, any wage adjustments that may be required" by the application of the new wage schedule.

by the application of the new wage schedule.

The Board has rejected these proposals only after the most careful consideration of all the available facts and application of established principles which, as above recited, lead to the firm conviction that such increases would be in direct conflict with the wage stabilization policy.

On the evidence no general wage increase is allowable; the wage rates fixed by its Directive Order are proper to correct inequalities and gross inequities within the internal wage structure of this vitally important industry, and there are no unusual or unreasonable or manifestly unjust differences between the rates fixed by the Board and comparable rates now prevailing in the labor market area.

The Board has further disapproved the recommendations of the Porter report that "the basic wage rates of classified factory employees should be advanced to the maximum rates in their respective wage groups (labor grades) by the amount of 5¢ an hour after each interval of thirteen (13) weeks; such automatic increases to be substituted for the present practice of what are termed merit increases."

A great deal has been said in argument before the Board about merit increase as compared with automatic increases. It is undoubtedly true that an unregulated merit increase system may easily become discriminatory and a source of justified dissatisfaction. On the other hand, it is our conviction that the propriety of an automatic increase plan depends a great deal upon the particular circumstances of the industry in which it is applied, and particularly upon the extent to which jobs in that industry are clearly defined and are paid for at wage rates reasonably related to one another. Each of the companies involved in the present proceedings has one or another type of merit rating system in some of which the recognized bargaining agencies of the employees have participated and in some of which they have not participated. We have concluded that at this stage of the development of the industry, it is wiser to leave merit increases to collective bargaining and to the existing merit systems, within the limits of the established wage rate schedules, in accordance with the provisions of our General Order #5. For the time being particular cases of alleged discrimination may be handled through the established grievance machinery under observation of the West Coast Aircraft Committee, which will be able to observe the effects of the existing merit rating systems and to pass upon any disputed questions that may arise.

While we have not been able to approve the automatic increase provisions of the Porter recommendations, we are convinced that the labor situation in these plants can be greatly improved by adequate assurance of a fair opportunity for advancement, without favoritism or neglect, of every employee who may qualify for an available job in a higher labor grade. To this end we have, substantially following the recommendations of the Porter report, provided that any beginner who within the first sixteen (16) weeks of his employment has not already been assigned to an established job classification shall be entitled to a review of his qualifications to determine the job classification to which he should be assigned and he shall be classified accordingly. And we have further provided that any classified employee who has been at the maximum rate of his grade for a period of sixteen (16) weeks may have a review of his qualifications to determine whether or not he should be up-graded to an available better job.

5. Job Classification of Non-Factory Employees in the Plants

The Directive Order of the Board provides for the working out, within three (3) months from the date of the Order, by collective bargaining or by determination of the West Coast Aircraft Committee, of appropriate job classifications and appropriate wage rates and salary adjustments for the non-factory employees on the same principles that have been applied by the Board in connection with the factory employees in these plants.

Boeing Plants in the State of Washington

1. Boeing Factory Workers

The Boeing factory workers are entitled to a cost-of-living adjustment under the established maladjustment policy of the Board. Their average straight-time hourly earnings in January 1941 were approximately 84.3¢ per hour. Since then they have received one general increase of 8¢ an hour. This is 9.6% leaving a further increase of 5.4% or 4.6¢ due them under the "Little Steel" formula on the 1941 basis of 84.3¢. There is some indication that the base rate of 84.3¢ has some second shift premium in it so that $.046 is an outside figure. Making as fair an allowance for the premium as possible, an inside figure would be $.043. The Board has selected $.045 in balancing these figures.

The hiring-in rate for factory beginners is increased from 62½¢ to 67¢, to be advanced by 5¢ an hour after each of two four-week intervals and 5½¢ after the third four-week interval, up to the minimum working rate of 82½¢ an hour. This rate of advancement is in conformity with the arrangement now existing in the California plants, but the Boeing rates run from 67¢ to 82½¢ instead of from 60¢ to 75¢. This is in recognition of the higher rates which are paid in the Boeing plants in the State of Washington as compared with rates in the Southern California plants; the higher prevailing wage rates in the Washington area generally, and the fact that all of the Boeing employees are entitled to increased compensation under the maladjustment formula.

Examination of the distribution of existing wage rates at the Boeing Washington plants shows that it is very different from the distribution in the California plants. It tends to concentrate at four levels of 78¢, 93¢, $1.13 and $1.23. Furthermore, Boeing has recently completed a job classification of its own in conference with Aeronautical District Lodge #751 of the International Association of Machinists. The Boeing Company has expressed a willingness to conform to whatever classification system is established in the California plants, but the Board is not satisfied under all the circumstances to decide at this time and at this distance that the S.C.A.I. plan is the most appropriate one to be initiated immediately at the Boeing Washington plants.

The Board has therefore provided that upon application to the West Coast Aircraft Committee by either the management or the workers at the Boeing plants in Washington, the Committee may initiate a joint examination of the uniform job evaluation plan and classification schedule as established in the Southern California Aircraft Industry, to determine its adaptability to operations at the Boeing Aircraft Company plants in Washington. In considering the amount and distribution of any wage adjustments that might result from any such adaptation, the parties and the Committee will be guided by the principles applied by the Board in fixing the appropriate wage rate schedule for the factory workers in the Southern California plants.

Provisions Affecting all Workers Subject to the Directive Order

1. Job Classification Review by the West Coast Aircraft Committee

Realizing that the job classification schedule provided for the Californi plants is no more than a broad initial step toward rationalization and stabilization of the wage structure in these plants, and further realizing that any job classification system is properly subject to reasonable modification by collective bargaining in the light of experience, particularly in a rapidly expanding industry, the Board has allowed for such collective bargaining and has empowered the West Coast Aircraft Committee, subject to review by the National War Labor Board, to approve modifications in established classification schedules. In doing so it has included provisions which are intended to give immediate stability to the established plan so that the parties in the collective bargaining, and the Committee in approving any modifications, may be guided by the light of experience with the plan which has now been established, or for the establishment of which the Directive Order provides.

2. Overtime. Overtime premiums are determined by Executive Order #9240 o September 9, 1942, and provision is made for the return to previously existing overtime premiums on the termination of Executive Order #9240 and such other order or orders as may replace it.

3. Retroactive Wage Adjustments. Provision has been made for a retroactive wage adjustment in cash or in War Bonds as the employee may elect, for each of the employees who has remained on the payroll of the employing Company since July 6, 1942, and for proportionate wage adjustments to employees who entered the employment of the Companies after July 6, 1942, and who have similarly remained on the payroll. In all cases the lump sum retroactive wage adjustment has been calculated to closely approximate the average amount of wage increases per worker that results from the Directive Order of the Board. In the Southern California plants the lump sum is $64.75 which is made payable either in cash or in the form of three War Bonds of face value of $25.00 each plus $10.00 in cash. In the case of the workers in the Boeing plants in Washington the lump sum is $78.75 payable either in cash or in the form of four $25.00 War Bonds plus $5.75 cash.

After most careful consideration of the past history of wage negotiations at these plants, the Board has concluded that the employees are fairly entitled to a retroactive wage adjustment. The amount has been determined on the basis of the general average of wage increase to present employees that will result from the establishment of the new job classification and accompanying wage rates. Actual wage increases applicable to individual workers, as a result of the Board's Directive Order, are extremely variable. They are made up in the most part of increases to those workers who are currently being paid wages less than the value of their work as determined by the careful job evaluation plan that has now been established. Today more than ever before there is need to conserve all available manpower for the winning of the war. Time consuming and expensive calculations and prolonged negotiations are to be avoided if possible. The accounting difficulties that would be incident to calculating retroactive payments for individual workers are practically insuperable. The Board has concluded that it is better to provide for a uniform payment to all employees than it is to waste manpower and avert energy from war production by ordering a precise calculation for each employee of a payment which is, by nature, only approximate; and, furthermore, general consideration hereafter discussed apply equally to all the employees who have stuck to their jobs and who have on the whole produced magnificent results in the production of airplanes for the war.

The great need to promote the purchase of War Bonds is too obvious to require elaboration. The right to receive cash payment is retained, but the parties to this case are given a splendid chance to establish an inspiring record of voluntary purchase of War Bonds, and the Board earnestly urges the labor organizations involved in this proceeding to exert their utmost effort to that end.

To understand the basic reasons which have led the Board to recommend a retroactive bonus, it is necessary to review the history of the wage negotiations since April of last year. In his economic stabilization message to Congress on April 27, 1942, the President said:

> "I believe that stabilizing the cost of living will mean that wages in general can and should be kept at existing scales. ***The existing machinery for labor disputes will, of course, continue to give due consideration to inequalities and the elimination of substandards of living."

In his radio address of April 28, 1942, the President said:

> "We must stabilize wages, ***Do you work for wages? You will have to forego higher wages for your particular job for the duration of the war."

At that time the War Labor Board did not have the control of voluntary wage adjustments which has now resulted from the Act of Congress of October 2, 1942, and Executive Order #9250, but the implication of the President's message to Congress and his radio address was plain enough to be understood by both management and wage earners. Notwithstanding this, the President of Douglas Aircraft Company on May 2, 1942, in a letter to the Chairman of the National War Labor Board, suggested that before wages were frozen in Southern California airplane plants consideration should be given to increases which had taken place in the cost of living and to wage increases which had occurred elsewhere since the last general increase in Douglas rates; a suggestion which was later described by the maker (Bulletin to Employees, May 12, 1942) as a request to the government "to take immediate steps to authorize and make possible upward adjustments in your pay." Several of the companies operating airframe plants in that area had, in wage negotiations with their employees, made definite proposals of wage increases. The wage issue in the Vultee plant had, on May 26, been certified to the War Labor Board. Also in May, a deadlock had been reached in negotiations for wage increases at Lockheed and Vega. On June 30 the North American contract was to expire. Under the collective bargaining agreement in effect at Consolidated, the union was able to open the wage clauses at any time on fifteen days' notice. The national economic stabilization policy set forth in the message to Congress of April 27 required that all these negotiations for wage increases should be held up by governmental action pending the outcome of efforts to work out a general stabilization program for this industry. The offers of the employers to make wage increases were suspended, and the expectations of the workers were deferred. Thus, ever since July 6, 1942, the Pacific Coast Aircraft Workers have had reason to expect some improvement in their rates of pay. But these expectations, as well as the employer's offers were necessarily subordinate to the national policy. That policy is now expressed in the Act of Congress of October 2, 1942, and its maintenance is of prime importance particularly to wage earners.

The initial Pacific Coast Airframe Wage Stabilization Conference convened at Los Angeles on July 6, 1942. On July 8, the labor groups presented to the conference a motion to the effect that if the wage question was not disposed of within ten days, then the effective date of the results of the conference should be "July 6, or such earlier date as that on which negotiations of rates of pay within individual companies were stopped by the request of the War Production Board pending action of this conference, or where agreement had been reached by the parties setting a retroactive date when this stabilization agreement should become effective." The vote on this motion was a tie, and the Chairman was not willing to cast the deciding vote so that the motion was declared to be lost. But before the conference recessed on July 16, the Chairman, who represented the War Production Board, read to the working committee a statement in which he said that on behalf of the government he was authorized to state that:

> "Without forecasting results which only the Conference can determine, it is recommended, in view of the recess that decisions made as a part of the stabilization program in all practicable instances be made retroactive to July 6, except wherein a prior date may be agreed upon between Labor and Management in particular plants."

To a considerable extent the long delay in settling this case has been due to the time taken by the government in a step by step development of a wage policy under changing war time conditions. Representatives of management and of the workers have also required long periods of time to work out the details of a stabilization program under these conditions of developing government policy. Those workers who have remained faithfully at their jobs since July 6, 1942, have an equitable claim for retroactive pay.

4. Hours of Work. No changes in the hours of work as now established is ordered by the Board, but provision is made for referring any dispute on that subject to the West Coast Aircraft Committee.

5. Duration. The conditions established in this important industry by the Directive Order, unless modified or terminated by the National War Labor Board, are to remain in effect for the duration of the unlimited National Emergency declared by the President on May 27, 1941.

Let us hope that that period will not be too long. If the value of the worker's dollar is to be maintained during that period, this Board must stand firmly upon the national wage stabilization policy. When the war is over, the tremendous productive capacity now being used to produce destructive implements of warfare will be available for the production of useful commodities; and the workers of America, together with all their fellow citizens, have the right to expect that when that time comes we may resume our interrupted progress toward a better standard of living for all our citizens.

William H. Davis, Chairman
National War Labor Board

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NATIONAL WAR LABOR BOARD

In the Matter of:	:	February 18, 1943
WESTERN GROCER COMPANY (Marshalltown, Iowa)	:	
	:	Case No. WA-360
and	:	
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Local 790	:	

ORDER OF APPROVAL

By virtue of and pursuant to the powers vested in it by Executive Orders No. 9017 of January 12, 1942 and No. 9250 of October 3, 1942, the National War Labor Board hereby approves the wage agreement submitted by the parties on December 8, 1942.

s/ William H. Davis, Chairman

s/ Reuben B. Robertson

s/ Frank P. Graham

s/ Fred Hewitt

s/ Horace B. Horton

s/ John Brophy

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NATIONAL WAR LABOR BOARD (S)

In the Matter of:	:	
ILLINOIS FANNIE MAY CANDY COMPANY (Chicago, Illinois)	:	February 23, 1943
and	:	Case No. VI-159
MISCELLANEOUS WAREHOUSEMENS' Local Union No. 781 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA	:	

ORDER OF DISAPPROVAL

By virtue of and pursuant to the powers vested in it by Executive Orders No. 9017 of January 12, 1942, and No. 9250 of October 3, 1942, the National War Labor Board hereby accepts the recommendations of its Regional Director and disapproves the wage agreement submitted by the parties on December 2, 1942. Wage increases made by the Company already exceeded the amount allowable under the maladjustment formula.

s/ Frank P. Graham

s/ Thomas R. Jones

s/ Wayne L. Morse

s/ Cyrus Ching

Dissenting:

s/ Louis A. Lopez

s/ John Brophy

(SEAL)