



[Camouflage meeting notes resumed, unknown notetaker]

4/3/43

Camouflage Meeting

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(Came into meeting about 4:00 when it was already in progress. Until intermission, these notes overlap with those taken by HF)

Now take this into consideration. We've got 750,000 feet of net produced by 384 weavers that one day and 18% of those weavers are nonweavers.

But we have never received one cent more when the percentage of the weavers fluctuates. It never goes over 18%.

Let's take 18%, let's take 15% maybe that day. That's 384 employees and working seven hours—

The thing is the hourly rate.

They received \$3600 for 750,000 feet of net.

We're trying to arrive at the hours that these men worked.

Then the nonweavers inasmuch as that never went over 18%, they earned that \$1.38. Then they should have received that inasmuch as they do not exceed that 18%. And also, I think it is the manager's job to see that that 18% is not exceeded in as much as the weavers have no way of judging that.

The Nonweavers have to work so much harder.

I can't interpret it that way. You've got a man of nets that is skilled and one that is not.

The consideration is taken of the number of nets that team made that day. Well, all work is done by teams. The pay of that man should be the same.

You could have a weaver in there only weaving 1000 feet.

That's because the average wage of the weaver is \$13.33 an hour. And therefore we hold that it should be the wage of the nonweavers.

Why not make them all weavers?

Now, I tell you, on another basis here, we've got men on another basis earning 90¢ an hour.

Yes, but look at what the top weavers did! They hit 3800, 3900 feet.

That increased the price to him.

There were people who hit that.

It doesn't increase his cost.

Now it's up to him whether you can sell him that or not.

It's in the contract (reads: the general average wage of the current half month) Now that's the question.

That contract was drawn up by the workers and it was very plain to the workers what the intent of the contract was.

Of the persons who received wages over two pay periods, there were over 200 people. So according to the contract, according to the intention of the contract — they made 2200 sq. feet— and it was to be paid on that 2200 sq. ft. That is a rate over 1000. Now, if they want to interpret it the other way around, that's different. But the fact is that the average production is 2200, and we want nonweavers to receive that. That's all we're asking for.

Wouldn't you classify the average of the weavers the average of the nets woven during the period that they work. That is, so many men wove so many thousand square feet in so many hours, Now that broken up would be the average of the weavers.

Yes, but the interpretation of that is the average amount. It may be wrongly written, but as it reads here it says average wage. (Finney has gone out and now returns with Stahl, Rosenbloom, Bilikie)

It boils down to the interpretation that nonweaving workers shall be paid on the general average wage of all workers who have been paid during the month. (Explaining situation to newcomers) Now they interpret it that they should receive the same rate, same average hourly wage rates as the weavers receive, that is the nonweavers should receive the average wage paid for that pay period.

Knowing the context and knowing that it was the original plan to pay the nonweavers on the production taking that 18% into consideration. Now the only way you can do that is to define the word "wages" in this agreement as the combined earning of all workers, not based on their hourly pay. Now assuming it takes 10 nonweavers to support 100 weavers. Now if ten weavers don't come, the work becomes 10% lighter.

In case 110 weavers work, then those 10 nonweavers would be doing 10% more work, and because there is such a daily fluctuation we think the pay basis should be hourly wage.

That's exactly what we wanted to do. But their contract said, "It shall be paid on the general average of the whole month on the basis of the workers who have had two pay periods." We wanted an hourly basis.

What is your interpretation of "general average?"

General average is just what it means.

Mr. Stahl, this is the wage of the nonweavers.

But they've gone back here and used two weeks as the basis for the average wage. And the fact of it is that it steps it up from 90¢ an hour to \$1.33 an hour for much less skilled workers. I think any labor at 80¢ an hour could do that work. But you have them a \$1.33 an hour.

We're not saying that \$1.33 is too much or not enough. We are saying that is is stated in the contract that they are to be paid on the average of people paid for to pay periods. That's what we're asking for. We want to have it followed through the contract.

The only thing I can say Mr. Shaw is if the intent should be considered — (interrupted)

But Mr. Rosenbloom, you were not there!

I read it all and studied it very carefully.

I don't see why there should be any interpretation. Just read what it says.

Let's take an example. You have say 100 workers, weavers.

100 weavers, take total amount for the month, divide by 100 and that's average.

I don't quite follow you. If you do it on that basis what is to prevent you to take those figures and juggle them around. You might include part-time workers. What is to prevent you from taking 50 weavers for a week, then

take another 50, thereby just reducing the average pay of the weavers to just ½ the full amount. What I say is that this interpretation does not take into consideration part-time workers. If all the weavers would work the full time, then I would say there would be no objection to taking this interpretation. But as it is, you could manipulate those figures so you could reduce the wages.

I don't think that's a fair argument at all. Over at the other camp, they're working on the basis I told you. And the boys seem to be content.

Were you down there recently, Mr. Shaw?

I was at this last meeting where this contract was drawn up. I helped to word it. What I had in mind was a general average scale to be computed by general man hour's.

You should have stated that, but you stated, "general average wage." Now the contractor took this agreement drawn up by yourself.

All right. But the contractor for the first pay period took what I am stating as a basis. After that, he went on this new scale. That's evidence of the fact the contractor knew what we had in mind.

That last paragraph for February computation was added on there after we had it down what computation would be used for March. At that time, we couldn't say what the average work would be because nobody had worked. But this other says wages. "Wages" doesn't mean so much per week or per hour. "Wages" means what's in the pay check. It has no connection with this last paragraph.

Then how do you come to this conclusion. I think the argument should be consistent. If you're trying to pay the nonweaving help on an hourly basis but yet trying to tell them to compute it on a monthly average. Then you interpret —

Then 18%.

(Calls from workers "Oh no!" in angry protest)

I say that the intent was that the nonweavers should be paid 18% of the earnings of the weavers. And in this case it was written in the contract, meaning of the wages, which is 18% of the pay check of the weavers. Which is the same as 18% of the earning of the weaver.

We stated nothing at that time, that we were supposed to pull 18% of the weaver's wages.

(Rosenbloom interrupts him, talks rapidly, with Kuwahara trying to regain control of floor).

Haven't you tried to hold the nonweavers under 18% while you were supervisor. Haven't you done that."

What is my title there? I'm part of the management! (Protest in voice)

You were trying to hold in under 18% weren't you?

Yes, I was trying. It was my job as —

Then you recognized —

No, I was trying after being notified by Mr. Bilikie and by yourself that we've got to keep the nonweavers under the 18% of the weavers. I was just carrying out my duties. That's my job.

Then may I ask why did you wait for orders from me and Bilikie when it says in this contract that at no time shall there be employed nonweaving help in excess of 18% of the entire number of weavers. And as I understand it you understand the terms of the contract and not my or Bilikie —

But I am part of the management as a supervisor and I am to carry out the orders of Bilikie and you.

You knew that it said in the contract that it was not to be in excess of 18%. You knew that was in the contract, didn't you?

I was doing it to try to keep down the number of nonweavers because it would cost the contractor more. It's my duty to try to carry out my orders, keep down the costs to the contractors, to the management. But I don't believe in my job that it is my duty to carry through the terms of the contract. (Both speaking excitedly and rapidly, trying to talk at the same time)

I assumed you were doing it for the benefit of the nonweavers and that you were carrying out the contract.

(Kuwahara tries to explain his position again, voices from behind say, "Oh, sit down. What's the use.") (He is pushed down into his seat again by some worker)

This is a controversy on interpretation. Your interpretation is one way, the contractor's interpretation is another. Now I talked to you gentlemen a few minutes. I would like to talk to the contractor a few minutes to see if we can't get it straightened out satisfactorily.

(Shaw, his assistant, Finney, Bilikie, Stahl, Rosenbloom go to the back of the room and talk together. The workers gather in small groups, some around Mr. Kennedy and discuss the situation. After a few minutes, Mr. Shaw comes back and asks Frank Kuwahara to join them at the other end of the room. Kuwahara asks Mr. Masuda to go with him. Shaw objects, saying that they will not ask for any settlement then, but Mr. Masuda follows Kuwahara. In a moment another man, Ono? follows also. The group stands at the other end of the room. The three men, Shaw and Rosenbloom talking together. Stahl, Finney, Bilikie, and Olmstead are sitting at some desks talking together. At the end of about half an hour, from the time Mr. Shaw called for the break, Yamada and another man go back and Mr. Yamada says, "I think you might present this to the whole group." Rosenbloom comes forward protesting his eagerness to present his case before everybody. Kuwahara, Masuda, and Ono rejoin their group, but the rest remain at the back of the room a few minutes more with Rosenbloom going back to join them. Then all come forward. All resume their seats and the meeting continues).

Gentlemen, Mr. Rosenbloom has a plan he wishes to submit to you. I wish you would listen to it and give it consideration. Let's try to settle it peaceably if we can.

As far as the interpretation of that clause of the contract is concerned, I'm not going on record as to what is right or wrong. There's been a misunderstanding. We do not agree, and I won't say who is right or wrong or if anybody is. But for your information, I might say that Captain Phillips done everything possible in the last two weeks to come to an agreement with you. I told the committee I had the power to negotiate with them. So I want to submit a plan I think will be satisfactory to everybody concerned. It won't leave the contractor holding the sack, and it will give the workers an opportunity to make even more money than they are now.

Now the plan is this. We have arrived at 14.06 as the basis for computation of the wages of the nonweaver. Conceding we're wrong, I'm arriving at 15%. Now on the basis of work done on April 1, a day before yesterday, if the workers on the particular basis I outline here, the workers will receive \$1.33 an hour on that basis. Maybe there was good work done that day. I don't know exactly what they might have earned if their tempo had been raised a little bit.

This plan is that on the basis of 700,000 square feet multiplied on the basis of 48¢ a foot, it would make the earning of the weaver for that particular day \$3360. 15% of that is 564 dollars. That is what we want to pay the nonweavers. That is plenty of money to pay the nonweaver \$1.33 an hour.

I think everyone on the project will agree that the nonweavers did not maintain their tempo but they still get \$1.33. But that is the plan I would like to substitute for that part of the agreement now in force so there would be no further controversy. And it would be up to the supervisor himself to see that the nonweavers make more. That is, if two don't show up, and the nonweavers still do the work without adding two more men, they make that much more. And if the work goes up to 50,000 sq. feet and the supervisor thinks he doesn't need any more cutters, the money would be divided among them. And I would say that if you fellows would turn your attention here to production, which is the basis on which you are being paid you would make so much money

tha this would seem like nothing. All you need is more weavers and more weavers, and not so many people to do the nonweaving work when there is not the work to be done.

Now this plan I offer it as a settlement for the controversy. It protects the contractor, the workers. I'll say this much, but there won't be any place for the lazy man in this bunch. I'm not saying there are any lazy men in the bunch. Now according to this plan, the minimum would be \$1.33 an hour and it could go up, I don't know how high, considering if the nonweavers keep up with the tempo of the workers. As far as the contractor is concerned, he doesn't care how much money you make as long as you get out the work. But we must maintain the ceiling, 50¢.

Now then, I want to conclude with this. If we can arrive at a satisfactory solution, I want to repeat what I said to the committee. If you will accept a solution that will make us all one happy family, I will ask Mr. Stahl to make a satisfactory adjustment for the past pay periods.

What was the percent of nonweavers on April 1st.?

Also, on the following morning every one will be able to see just what was done the day before, what the production was. It will be posted and you can see exactly what the nonweaver made per hour.

Then you get your day's work.

Then in other words (to Stahl) you more or less mean you will subcontract this work to the weavers?

No.

Still only paying 15% of what the weaving workers make?

Yes, that's right.

Then more or less, it is subcontracting it.

No.

Did you take into consideration that Camp II plant closed down at 2 or 3 on that day of April 1st.?

Nonweavers also closed down at noon that day.

(Makes some objection to this)

I agree to pay you 72¢ a thousand for all non-weavers to be divided among all the nonweavers. That's more than a fair proposition.

And the best part of the thing is that you'll find that the money you're making now will just be a small amount of what you will make on this new plan. But it will mean you'll have to keep up the tempo.

What about work not being done over there?

That will be up to the supervisor. Frank and I went over a little plan on this very same plan showing how many cutters, how many swampers, etc. were needed. To my way of thinking it worked out very good. Even room for janitors. It was to be up to the supervisor to assign them for various duties like that. It will straighten itself out.

(Same as above) - That just means that we need more nonweavers doesn't it?

That means you're getting 12% more than Gila is getting.

But Gila doesn't pay the office workers.

At Gila, the workers pay first of all into the fund \$4.81 right away.

I don't think so.

I know so.

They calculate their subsistence, then reductions —

The plan at Gila is first \$4.81 goes into the fund. But the fund pays for subsistence and the fund gives him the \$16 he would have earned on the WRA.

Office help amounts to 1.4%.

You talk about intent. Now you are including the janitors in the nonweaving help.

This is an entirely new proposition.

Everybody who is not a weaver comes in nonweaver.

And comes in the 15%.

Yes.

Frank is in a better position to agree with me than anybody. You'll find out we can maintain that 15% and have janitors and just be one happy family and make more moeny.

I don't agree. I'd agree if this was Gila where they are all together. We have to have a crew of four to do this. Mr. Finney will back me up.

(Brings up that trucks come in at night here)

The reson the trucks come at night is that we have all gone home.

yes, but we have to unload them in the morning.

Well, Frank, you went out in the warehouse the other day. It was just what you should have done as a supervisor. You found men out there not working and you came back to me ad said, "Give this man his time. He isn't working." I paid him off. That's just what you should have done. Well, you'll get away from that in this. We won't have to fire anybody with this plan. They'll be telling each other, "We've all got to pitch in here and work."

And incidentally, I din't mention this in connection with that plan. I do think that the 20% bonus paid to the supervisor and 10% to the foremen will not be included in the 15%. That bonus of 20% and 10% will be the burden of the contractor and not included in the 15%.

In other words, you're willing to accept our version of that contract provided the percentage is dropped from 18% to 15%.

No, raised from 14.06 to 15.

On \$1.33 basis.

Based on 15% if everybody works. It's based on this figure here, at \$1.33 an hour it would take so many hours to do that work and take so many men. And they still have the benefit if they can take care of increased production without increasing nonweaving help, they can increase the pay of the nonweaving help. It gives the worker the benefit of everything that he does and it holds it at the 15% ceiling instead of the 14.06 ceiling the contract calls for.

(at back) The contract calls for 18%.

For the period before machines were installed and then to 14.06, but I do not want to argue that. We're deadlocked.

May I have permission to hold a Caucus?

(The caucus is held — the maagement side and Shaw and Olmstead retiring again to back of the room, while the workers gather in the front. They agree they do not want to accept the new plan, they want the contract arbitrated and the decision made on that basis Several suggest that take the contractor into court on basis that he has not paid the wages within the legal time, several saying they are willing to throw their money into a fund to fight the case through the court. At about the end of 15 minutes, the meeting begins again.)

I think you have a plan.

(Speaking slowly) The boys— (turns to them and says, Now I'd like to have you correct it.") the boys feel that they would like to have an interpretation of the contract. That's all they want. If the amount is 87 cents or 50 cents or a dollar, they said they would take the consequences. They want to have it arbitrated and go with the contract.

What would you do about an arbitration board?

It's so stipulated in the contract for an arbitration board. The contractor shall appoint a man, the workers shall appoint a man. Between the two of them they shall appoint a third. If they can not agree on a third, the Project Director will appoint a third. Their decision shall be final so long as it does not make the contractor break the terms of his contract.

Do you realize, Mr. Kuwahara, that arbitration is definitely limited by the contract?

Yes, may I answer that. Let me see the contract. (A copy is handed to him.) It says here that arbitration shall be limited to considerations other than wages or items ----- Both are definitely limited under the terms of the existing contract between employer and engineers. Now I don't think we are interpreting wages. What we are interpreting wages. What we are arbitrating is how this clause is to be interpreted. So I think they have the right to arbitration.

Now I have heard it said — maybe this is off the point and it's off the record, but I have heard that the boys have been saying, "It will be Rosenbloom against our men if it comes to arbitration, and we'll see to it our man wins." Now do you want me to furnish proof that it has been said.

Now I would like to say that since the U.S. engineers have already made an interpretation on this point —

I protest that fact because I don't think the workers' view has been considered. I ask that it be reconsidered.

(voice irritated and impatient) Our office let the contract. We can put through a stop order at any time. Anything that would upset the agreement between the employee and the contractor as we've interpreted it, gives the employer the right to take the matter up to us and say, "That's that. Take it or leave it."

Mr. Shaw, I think the engineers are impartial and fair minded. I think if the employees had an opportunity to present their side, they might come to another decision.

Well, I'll say this, since you're not going to accept this plan, I think it would be well for you people to write a letter to the area engineer with respect to the interpretation of paragraph 6, or are there 2 paragraphs?

Two paragraphs involved, paragraphs 7 and 9.

Setting forth your interpretation of those paragraphs to the area engineer, giving a carbon copy to the contractor — he's entitled to it. The area engineer has the right to make an investigator, or you can ask him to make an investigation to the district engineer. The contractor in turn has the right to send a letter to the area engineer and to the district engineer stating whether he will or will not accept it. In this letter you should state the plan the contractor has presented to you. It would be well for him to present it in a letter to you people. And say to the area engineer you felt it well not to accept that agreement.

Are you suggesting that we accept the engineers as an arbitration board?

You can say then whether you want an arbitration in that letter. If the contractor in his answer just states he feels he can not accept that interpretation, that is up to the U.S. Engineers to determine what they're going to do with the contract.

(Silence which lasts long)

As far as the decision of the U.S. Engineers here, would it be final?

It would probably be final.

Of course the only thought I have here — as I interpret it here.

The employees here have two courses of action: to follow your course of action to see whether the Engineers can not aid us, or to go directly into the superior court.

I don't think our department would tolerate that. That's why I have come here to try to work out some agreement today.

That's what I'm trying to do, find some machinery whereby we can effectively work out the differences.

I would like to have today some definite answer, yes or no. We're going to get that from the contractor.

Let's put it this way. As I understand the employees here, they can not accept the proposition made here. But they are willing to accept the interpretation given.

(More impatiently) The contractor says he will not accept your interpretation. You say you won't work with his.

No. We don't say we won't work. We want to throw it into arbitration.

(getting irritated) What I want if you can't accept it here is a letter to the area engineer.

Mr. Kennedy, have you any statement?

No. The only thing I can say is that the contract was drawn in what seemed to be good understanding. For two pay periods no misunderstanding occurred. The third pay period a new interpretation was used which was said to be retroactive.

Secondly, the contract very definitely calls for arbitration and sets up machinery for it.

Third, I want to take exception to Mr. Rosenbloom's remarks. I do not believe they are true, and even if they are, I do not believe he should have made those statements here. (Voice controlled).

(belligerent tone) If you want proof!

I would like to take exception to Mr. Kennedy's statement about the pay period. The pay period for February is very specifically set up on a daily average basis. I'll read it to you. (Reads) It has no connection with the other portion of the contract whatsoever.

If that is true, I think necessarily the latter part is true.

May I ask this question? (Rereads statement just read) If you follow it along those lines and intended that the computation thereafter should be made on that basis, why did you change your grammar up here to say, "on the basis of the monthly wage?" (increasing in volume and rapidity) Why did you change the wording? Because the intention was different after the first two pay periods! That was why it was changed!

Then may I ask Mr. Stahl, then from the beginning you knew that it was on the basis of the monthly wage.

Yes, it very specifically stated that on the contract.

I can't quite follow you. I might say that got a contrary interpretation.

(repeats statement)

When you talked to me about this, you didn't want the workers to pick out an average for certain days. We agreed to that point. Now the next step is where

We very definitely agreed to that.

Now when we agreed to that —

Then we wanted it on the basis of a week, but they didn't want that

Then why this difference between February and subsequent periods.

Because in February there were no previous pay periods.

I don't quite follow you there. Then according to your figures, you could take 100 different workers each day, you could do that and cut the nonweaving workers down to nothing.

On the other hand, you could tell 25% of the weavers not to show up, and the other fellows would be paid and get paid for something they did not produce.

May I make a statement. Arbitration is to be other than wages. Mr. Shaw's interpretation is that this is arbitration of wages, so no arbitration under this. So the only solution is for you to write a letter to the area engineer.

That is correct.

I don't want to criticise you, Mr. Shaw, but apparently you have come to a decision without hearing our side of the story.

(Irritation in voice) I have too heard your story. I have heard the contract. It has come to the point where you can't get the contractor to accept your interpretation. I did ask you to write a letter to the area engineer. And I'm asking the contractor to do the same thing. I don't think I'm partial to one side or the other. I'm asking for information to be sent to our office.

Is there no possibility to present the matter orally to a certain group? We hoped we could do it today. But apparently your decision was made.

I can't tell the contractor to accept your interpretation!

Yes, but you're telling us we can't arbitrate.

Because it's a wage dispute!

That's the point. In one breath you say you came down here to arbitrate, and in the next you say you can't arbitrate.

I'm not down here to arbitrate.

(to Olmstead) Where did you get that statement from?

I said Mr. Shaw decided that it was a wage thing, so no arbitration.

Isn't Mr. Shaw ----- here?

Yes, but he can't come to any decision on oral statements. It must be on the basis of written statements from you and the contractor.

You tell me you can't work on the contractor's interpretation. The contractor says he can't work on yours. We're deadlocked. Now he went out and tried to make some other settlement. Now you have tried to make no other settlement. Just that you want an interpretation. Well, our office has already made an interpretation.

That's what I've said.

Captain Phillip wrote it under Colonel I. Mc Lean. I'm not going to reverse that decision. Colonel Mc Lean is my superior.

I want to know where we go from here?

I'm trying to tell you where you can go from here. You can write. We admit we're deadlocked here. Now we want to know if we can work it out on some other basis which we can do if you two will get together.

Frank, I can see just two things—

May I ask a question. Mr. Stahl, I heard you called Mr. Bilikie and told him to keep it under 18%. Was it your intention to keep the cost from rising up or was it for -----?

I told Mr. Bilidie to keep it under 14% if he could. Naturally I want to keep it as low as possible so the nonweavers get the same as weavers.

Let's work out something new now.

I want to answer that the reason Mr. Stahl called Bilikie and said to keep it under 18% was that he was trying to live up to the contract. He called Mr. Bilikie to remind him of that fact, that the contract called for it to be kept down.

Gentlemen, I don't think that we can reach an agreement right now. I move we adjourn for supper.

(Bilikie tries to say something but the meeting adjourns and everyone leaves, after it is decided to reconvene at 7:30 this evening.)

(The meeting is to start at 7:30. About that time a few people begins to gather. The workers stand around discussing the situation. In about 10 or 15 minutes, Mr. Kennedy and Mr. Zimmerman join them, and they got into a huddle, planning the strategy for the evening. About 8:00 a car drove up—from which emerged Mr. Shaw Mr. Olmstead, Mr. Stahl, Mr. Finney, Mr. Bilikie, and Mr. Rosenbloom. Everyone entered the building and the meeting started. Again the arrangement was: Shaw, Olmstead, Stahl, Finney, Bilikie and Rosenbloom sitting as a group facing the workers who sat on benches near the entrance.)

When we adjourned this meeting, I think the intention was that you people should offer some suggestion or plan. The contractor offered one.

I think since adjournment the group has more or less gotten together and are willing to make a proposal here at the present time. The proposal they are making is that 25% of the total paid to the weavers, and that the nonweavers then will take over the duties of the operation.

Cover every field of nonweaving work that supports the weavers.

In other words, all that Mr. Stahl needs to do is to pay one lump sum and the employees here will go ahead and make their own distribution. That, at least in the worker's interpretation will release some of Mr. Stahl's men, and also this is in terms of the original proposal made by Mr. Stancliffe.

In other words, 25% of what is paid the weavers be paid to the nonweavers to be distributed among the nonweavers and that takes care of all the workers.

Supervisorial, operation, clerical and everything. In other words all Mr. Stahl will have to do is look over the payroll and send the check.

The proposal then is 25% and you (workers) will take over operation of the entire factory. That will pay for everything, supervisors, bookkeeping, clerical and also janitorial. (Turning to workers) Does that cover all types of work in the factory?

What are engineers going to cover?

What they've been covering so far.

Other than duties covered by the engineers.

("That's right" from various workers)

I understand you to say, Mr. Kennedy, that that was Mr. Stancliffe's original proposal. (At time Mr. Masuda made proposal, he looked to Mr. Keenedy to supply the name — he did so)

That's as I understand it. (Produces paper showing original proposal and shows it) That was proposed by Mr. Stancliffe and Mr. Stahl to the workers at the first meeting.

(Who has been writing) I want to submit that calculation comes to \$14 a day or \$2.14 an hour on nonweavers.

(amusement in voice) I think Mr. Rosenbloom earlier today said he was trying to work out a plan where the men could earn \$1.90 or more per hour.

On the 15% plan.

But Mr. Rosenbloom, we have stated that we are willing to take more duties than we cover now. Mr. Rosenbloom's and Mr. Hilikie's salary.

That computation was on 1000 feet a day.

At that time the idea was they would make 1000 feet. And you said many times you did not care how much the workers made so long as they made production. I admit at that time we did not know the workers ability to make 2000 sq. feet a day.

What would be the percentage of the nonweavers on that basis?

That would be left to us. If we felt we needed 25%, it wouldn't cost the contractor any more.

I would like to ask the contractor how that would effect the cost of the operations.

The contract is capable renegotiation at any time. That calls for -----

Based on 1000 feet. But now it is 2400 feet.

But if they get \$1.20

At the negotiations, I think Mr. Suyiyama said \$6.00. You said, "No, I'll go \$5.65." Now they are proposing to take over the management, additional duties.

If we're going to have anything to do with the management, we're going to have the management.

Let me ask the contractor — I just want yes or no — would you accept such a plan as that?

No.

(Silence, which lasts for several seconds)

I'd like to ask the employees — yes or no — whether they will accept the plan the factory proposes.

This afternoon?

Yes.

No. (Brief Silence)

I think it advisable for you people to go ahead and write a letter to the area engineer and your interpretation of the two paragraphs in your contract as I asked before (while he is speaking, he is taking notes) and the proposal made by the contractor which you have stated to me that you would not accept, stating whether you will accept it or will not accept it, to our district office to the area engineer. I am going to ask the contractor in this case to write a letter to the area engineer, district engineer, setting forth his interpretation of those two paragraphs in question, stating whether or not he will accept your interpretation and your proposal. And in this case, the district engineer will hand down the interpretation. This is a question of wages, a dispute over wages. And I maintain we have the right, as awarding officer, the right in this case to make the decision. And whatever is made, it's up to all parties to live up to, unless they want to absolutely refuse to do anything. I mean work on your (to workers) part, or the contractor refuse to go on with the operation.

May I inquire, is the local engineers office in Los Angeles final or is there another.

As far as I know it's final. In fact, the area engineer in the job here is going to run the job. You're not going to by-pass him. I'm not going to by-pass him, and you people aren't.

I agree with you the logical thing is to take it up with the Los Angeles office, but if their decision is not satisfactory to either parties —?

After that we're going to take our steps. We awarded the contract. We have control of it.

Let me reword it this way. We want it specifically understood that in submitting it to the local engineers office, they are not to be the final authority in the event we have the right of a final appeal to Washington.

That's. all right. But we don't want to be bound, by doing this, to accept that decision as final.

If they're not agreed on the decision that we hand down, it's up to you to say yes or no. If you're not going to accept it, we want to know.

I'll just restate what you said. We'll submit the matter to the area engineer in Los Angeles without any prejudice to our rights to submit it to Washington, D.C. or such other office as we have the right to appeal to.

Whatever office you have right to appeal to. (Tone gives impression he thinks there is none) You write your letter to the area engineer and we're asking the area engineer to send it on to us.

We also ask that any correspondence by either party be served to the opposite party.

Certainly. Your letter to the area engineer, the contractor has a right to a copy; and the contractor's letter, you have a right to the copy. And when we endorse it, you'll get it back.

Where will the contractor's letter be sent? Here or the area office?

Area office.

What I was inquiring — the contractor can serve their copy at Mr. Kennedy's office. Where can we serve our copy?

I just want to ask Mr. Kennedy, are you appointed on this board as arbitrator in any way? I just don't see how we can furnish you with a copy.

I'm employment officer on the Project. I've been asked by the Project Director to kind of take this camouflage setup under our division and try to see it goes as smoothly as possible.

As Arbitrator?

No.

Then I don't see how we can furnish you with any copies.

No, we want to use his office.

You'll get your answer.

No, what we want is to see a copy of what the contractor writes so we can refuse any statements they can make. They should also have that privilege.

We're not going to get the contractor in our office. We're going to tell what is right and wrong.

You don't get me.

Yes I do. You want copies of any correspondence that passes between the contractors and us.

Any copies of what the contractor will write will be sent to this committee. You will be safe in bringing any copies you might write to the office, on the project.

May I have a little more time. I'm not clear yet as to just how the contractor has figured his general average, that difference between February and March.

Isn't that a detail to be worked out with Mr. Rosenbloom in his office.

I have been asking about it and get/ different accounts from the workers here.

He doesn't have the figures here and you don't have any. (impatient)

I just want to see how he arrives at his figures.

Our calculations are done by Mr. Kuga, who is very good. A few days ago Mr. Ono and this committee took a lot of notes or copies on how we handled it. But I would be glad to go over that with yourself or with any committee that comes.

Is it so complicated as that?

Not a bit complicated.

Then you took the total payroll —

I would suggest that this all be put down in writing. After all it's black and white and figures that we're interested in.

The reason I am asking for this, is that when we get the manner in which the contractor gets the figures, there may be no disagreement on interpretation.

I would welcome such a thing.

I would suggest that the employees or Mr. Rosenbloom, in every meeting call in our area engineer, get together and talk it over, as one man to another, and submit their letters to our office. Maybe you fellows can come to an agreement before very long. Write into our office and have the agreement, and we'll certainly make both parties abide by it. But I would certainly suggest that you call the area engineer to sit in on your meetings.

He is located here?

Mr. Finney.

Incidentally, this is the first meeting I have attended before the contractors and the workers' committee.

(Groans from workers. Someone mutters, "Is that true?" "No, he's lying again." "Well, why doesn't somebody say so." Nothing at this moment said to the floor)

Well, carry on as you are. Don't allow personalities to enter into this.

Just to clear the record, there have been five formal meetings where Mr. Rosenbloom has been present.

Not organized like this. I just happened to drop in on these. There were only two. The boys got together to discuss some little things like latrines and I just happened to drop in while they were talking.

I was at a meeting the other night and also another meeting just before Mr. Stahl went back to Los Angeles to get the contract signed. I wasn't at the meeting where the contract was signed. Then I was at a meeting the other night which I understand was called primarily to question me.

This is the first meeting since signing the contract that I have had.

It is first I have been at. Accidentally I dropped in on two other meetings.

I promise you that if you come to some agreement, you can work these personal things out.

There are some other minor complications. I wonder if while this group is here we could iron these problems out, and just leave this big one on interpretation to be settled.

If you have anything our area engineer can help in anyway, I shall be glad to hear your complaints.

(Masuda asks Ono for a list of complaints, which apparently was already prepared. That is not present, but Ono and others began orally listing the complaints)

Let's take them one at a time. The question of a delay in payment over the five day period.

That is of nonproductive workers. Otherwise they are paid.

I think you can get together.

Our office has been bothered quite a bit by workers who quit or are fired and who can't get their pay until the following payday. Mr. Rosenbloom refused to pay them at the time. Also, there is a law in Arizona that workers must be paid twice monthly.

I think that can be worked out.

I know that is a law in Arizona. I've run into that before. Rosenbloom: This is a very unusual payroll. It is very unusual. The plan is not the contractor's plan but was outlined by this committee here. First there is the subsistence deduction, then the victory tax, then for the fund. And then the nonweavers' wages can not possibly be computed until the end of the period. Those who quit or are fired — we can not give a figure they are to get until we arrive at the end of the period.

Mr. Rosenbloom, we were talking about the weavers. (slowly)

Now they have the right to ask for their check, but on account of the big demand now with many people leaving now for these pay checks — that takes considerable time. I spent five hours figuring up the paychecks for a few men that quit. We were thrown in arrears five hours working on the regular payroll. We have a good office force there, but it is a big job. Due to that fact, we feel that if we are thrown in arrears due to this fact that it is a very unusual payroll, we should be allowed a little delay. Especially inasmuch as we are trying to function efficiently as part of the project. I have worked every night until 11 and 12 trying to get that payroll out. We have made an honest attempt to get it out on time. But owing to it being an unusual payroll, we can't get it out at the end of the pay period.

You still have five days!

But we don't know what basis to pay nonweavers until after wages of weavers have been calculated. It takes all that five days to get out that payroll even if there are no interruptions.

Mr. Shaw, just to keep the record straight Mr. Rosenbloom states this complicated plan was the workers plan. That is not the truth. Mr. Stahl brought it in originally.

We'll agree for the sake of argument that it is the contractor's fault. But it is a very complicated one, and a good many of the hours in a week are spent in supplying checks to the people who are leaving. This last delay was because we were holding everything in abeyance waiting for the outcome of this or that. We had the agreement of the committee on this. I told them, "It may mean the payroll is held up." "That can't be helped then."

The fact of the matter is that I want to go on record as saying that I have a very competent office force and that with my working until 12 to 1:00 every night we are working on the payroll and making an honest effort.

In other words you make every effort to get the payroll out.

I doubt that Mr. Stahl has gotten his money for the first period yet.

We would rather just give the money to the workers. It isn't our plan. It's the WRA plan.

You endorsed it. You and Mr. Stancliffe brought it down. (From those of voice, obvious clash between Kennedy and Stahl).

We had no choice. It was the WRA plan. You're a WRA official. You must know that.

We don't object to it.

I think my basis point is that you said that a man who quit, you wouldn't pay him off.

I said the law demands that we pay him, but under the circumstances we can't pay a man who quits until the end of the pay period.

The point is you're making an honest effort.

I'll work from 8:00 tomorrow until midnight myself on it.

Mr. Rosenbloom told this project that he had an extension of that five days from a state official.

I said I talked to people about it. Mr. Kennedy said I would go to jail if I didn't pay. I talked to an important official, he said I would not have to get it out within five days or go to jail.

(Amusement in voice) I said the Arizona law makes it a criminal offense if you don't.

(Very rapidly, voice raised) Any how, I got kind of scared so I did ask somebody on that, and he said if are making an honest effort and have a competent office force and if the payrole is unusual, I don't think anybody can cause you any discomfort on that. That's what a very high official told me.

You just said that you refused to pay workers that quit and —.

We get full of this dust and this sunshine and we say a lot of things we don't mean. Let's forget personalities.

I would like to say this. The thing that concerns me is the time element. I happen to have here the minutes of the meeting wherein this contract was negotiated. I think if you will read these minutes you will see there was never an intent to average the pay period of the workers.

(Shows minutes)

Would you like to let me read it? (Asks if he may take it with him. Mr. Kennedy says it is the only copy but Mr. Shaw may take it. Shaw takes it, promising to send it back to Kennedy, who gives him his address.)

There's another thing Mr. Stahl. About the sanitary conditions of the latrines.

And sheds and grounds about the sheds.

I understand soap and toilet paper is to be furnished, but there is never any around.

The only request I had was a few weeks ago. I sent out thousands of cakes of soap at that time to Mr. Rosenbloom. That was the only time I heard anything about it.

Paper towels are thrown around the floor and nobody cleans it up.

I'll take responsibility for that. Soap is taken out there every day.

How many bars?

You said (goes on to say something about Ono talking to him on this and suggesting janitor be appointed to watch latrines to see that soap stayed there.)

I did not say that, sir!

The idea is that soap is there, that it is furnished. I said to the committee that if they can think up a better way, we would be glad to hear it.

How about furnishing one cake to each man every week.

What I said was this — if we had a janitor there to keep it clean, not that he should stand around and watch the soap.

We have a man there for that job and he's been doing a damn good job. He's fished apples out of those bowls, and other things like that. (Tone raised)

The shed also and the grounds need cleaning.

The shed and the grounds are cleaned.

You know for a fact what who does that work around there! I and the boys working. What's my job supposed to be? There's a physical limit to what a man can do. (Tone raised.)

Also an organizational limit. You fellows have a tendency to shift around as you please.

But we want janitors.

There's been a very unsatisfactory discussion among us the last week. I hoped this pay scale could be settled.

But that isn't in the contract that the workers clear the sheds out. This is piece work! (voice raised)

I can't help Reynolds job descriptions! (Irritation)

But the whole thing is on the basis of Mr. Reynold's descriptions. You should take them into account. At the time he described them, he was the representative of Mr. Stahl.

At Gila they do (clean sheds out).

Here it is in Mr. Reynold's handwriting. (produces paper)

Still, you could pick up the strips.

We don't complain about the strips, but about the lint. That hasn't been swept for the last four weeks.

Strange that on that large a plant — employing that many men — there is not some custodian.

There's been argument about strips ever since I came.

Why don't you go out and hire a janitor instead of putting piece workers on that? (irritation)

I think this whole thing is the same problem. Once you get this nonweavers problem settled, these other things will be too. When you get your working agreement on nonweavers, then I think the whole thing will be settled. (For minute or so whole meeting breaks down, everyone talking at once and general clamor.) Then Suyiyama makes statement and others listen)

I want it on record that any plant comparable to our plant, that is as many men working, have janitors and custodial workers, and we haven't any.

That's still the same problem.

You can't settle it tonight.

Here's one point I want to state. The weavers are being paid on the production basis. The onweavers are being paid on the average. The nonweavers have no incentive. If they do the job or don't do it, they get paid anyway according to your plan. As long as that condition exists, there never will be the willingness to do the job that the workers have. I think we all recognize that. It will be remedied when we recognize it.

We are asking to be paid — the more the weavers produce, the more we get paid.

That's the way you should be paid.

But we aren't.

But this gentleman hasn't mentioned that it has come down (apparently refers to production). That will be readjusted as soon as this new plan is in. (Bilikie goes on talking about incentive.)

I don't think we're getting anywhere. I think you ought to submit all your problems.

I want to know, are any steps being taken to air condition those sheds?

I think there will be when the engineers are assured of production.

What do you mean? Aren't we producing now?

I mean a decision here.

We can get delivery on the coolers in a reasonable time now.

Within a week or two that place will be unbearable. We won't be able to unless there are collers. When will they be here?

You're asking us a question even the manufacturer can't answer.

You've lived on this project, Mr. Finney. I think an efficient business men would have looked into this and gotten the coolers. You knew what conditions are like here in summer.

In a normal operation — (mentions labor contract, organized group, etc.)

Will you tell me how abnormal this is?

There'd be no doubt about this thing blowing up.

Are you contemplating this thing blowing up!

We'll try to see they are installed as soon as possible. We're having difficulty getting them because of enormous demands on the manufacturer.

I heard today that we can get coolers within what I call a reasonable length of time.

We might agree that a reasonable time would be three months, depending on conditions.

I haven't completed my statement yet. The whole proposition is, let's get some of these things settled so we can go to the Los Angeles office and say, "We now have a working agreement we think will be satisfactory to both sides so we won't have this every few weeks or so." The engineers need that so we can go to Washington and get the O.K. to get the coolers. We can get that O.K. within the time it takes the communication to travel, which takes some time within any regulations. We can get that, but in order to justify that we must also justify the proposition. We can't put coolers down there and then have the place stand idle with all those coolers.

Mr. Finney, may I ask the question in another way. Say we reach an amicable decision, when could we get coolers?

I couldn't give you that until the day after the decision is made.

In other words, it might still take three months.

I won't make any statement on that. But we can get the things but not until we can justify them.

Does this supercede Captain Phillip's statement that "we will not consider coolers until this ceases to be temporary."?

Yes.

Isn't the decision of the area engineer on the March payroll, which doesn't cover these minor points? Now I was interested in Mr. Stahl's statement that normal plants have labor contracts. This group here has that role. But still there is no arbitration.

I think we can straighten this out. Send it to the area engineer.

The area engineer to be the sole arbitrator then.

I merely transmit it to the district office. That is military regulations.

I'm pretty sure we can take care of these other matters.

The main thing is that every job has a wage scale. There is no compromise on the wage scale. The contractor is not allowed to even discuss a payroll increase if the workers ask for it. So as far as wages is concerned, the United States government has an absolute monopoly on how much anybody is paid.

I don't think it's entirely true in this case, because the negotiations with Mr. Stahl had considerable leeway.

Yes, if you get together on a plan agreeable to both sides, we'll see it's lived up to.

Still part of the functions of the Engineers Department to settle wages. That's a part of any contract.

May I ask Mr. Stahl what your chief objection to the proposal we just made is.

I don't think 25% is an equitable arrangement when at Gila they get 12%.

And also I don't think Mr. Stahl has the right to turn the mangement over to the workers under the terms of his contract. (tone emphatic)

There is considerable difference between this plan and Gila. Here it is scattered over 7 miles. There they have one big plant.

However, that is a problem the engineers have undertaken to handle. We take it from the cutting sheds to the weavers. So it makes no difference.

That is not true. There the nets are dumped in a common weaving shed.

I don't think it makes any difference.

We have assumed that obligation.

At Gila, it take 13 reefers to weave one million sq. feet. Under this 15% plan, we have allowed for 24 men to weave a million feet.

When has Gila hit a million?

It's hitting over a million now.

I think the whole thing needs to be down in black and white.

I move we adjourn and you gentlemen call Mr. Finney in and confer with the contractor. Whatever you work out submit it to the government. If you can't, write to the area engineer.

Just for information, would the War Labor Boad have jurisdiction over this plant?

I don't think so.

It's private industry, isn't it? Something like Douglas.

It's worked on a little bit different plan.

It was said by Mr. Stancliffe and Mr. Stahl that this was the same as Douglas, private industry.

Now, we want an arbitration board on the project that could step in and in a few hours settle disputes, instead of going on for months.

(Who has been looking at some papers now reads some figures on Gila) Those fellow are making better than \$1.70 an hour.

They'd do the same thing here under the 15% plan.

Working regularly 7 hours a day?

40 hours a week.

7 hours a day?

They work on Saturday morning.

In other words we have a 39 hour work week here.

How shall we handle the nonweavers pending the settling of the contract?

The contract calls for 14.06.

The contract states the if lowered from 18% then it shall be by arbitration.

No, it doesn't.

(Workers, general cry, "Yes, it does.")

(Reads contract) I wrote a letter to Mr. Stahl telling him that according to paragraph 9 of the contract seeing that the motors are installed, I have reduced the ceiling and have sent them a letter 10 days in advance telling them that the ceiling was reduced to 14.06 and not receiving any response to my letter, I had proceeded to do that. (Says sent letter to Kennedy, Project Director, Committee)

You recommended the change.

You wrote, "loered pending approval."

Of Mr. Stahl, He might have wanted to lower it to some other figure.

But it was not negotiated. The contract calls for negotiation.

It does not say so in the contract.

(Quotes some proverb about silence)

(Tone raised, sounds angry) I can quote a proverb too, "Silence is confession."

Obviously the workers have not consented to it.

Then it is still open to negotiation. I conceded up to 15. I don't say that we should arbitrate whether or not the ceiling shall be reduced, but that the amount can be subject to arbitration. And I concede my calculation might be 25% off, I'm not going to admit that, but I concede it.

Obviously there has been no agreement on that. I think it should be arbitrated.

We can arbitrae 14.8 or 14.9. (ridicule? in voice)

How about arbitrating it to 17.9. (amusement?) The agreement is that if you can not arrive at a decision, it shall be negotiated. You arbitrarily reduced it.

Not arbitrarily but because the contract calls for it. We came to a scientific figure. We gave it a lot of thought.

I think the only way for you is to make the plan, call another meeting, think it over and see if you can get together. If you can't get together —

I would like to have a clarification from Mr. Stahl. Is Mr. Rosenbloom authorized to be your representative to carry on the negotiations.

(Silence, Stahl, says nothing. Kuwahara repeats the question)

He is our representative. He signs the pay checks.

I mean in negotiating the contract. The question has come up as to whether his etions are athorized or not.

He is our representative and his decision is final.

Is his decision binding on the contractor?

He represents us and what he does —

Are his decisions binding on you? (amusement in voice)

I've told you three times he represents us!

(Voices from workers, "Anwer yes or no! Is it binding on you!")

Any contract I might sign with you, Mr. Stahl says will be as good as if he has signed his own name to it. He told you that himself.

But has he?

Correct.

"He only says "correct" not that it's binding.")

I'd like Mr. Stahl to definitely say that.

They are.

(Formal meeting ends, but men stay around talking to contractor and Shaw)