SEVENTEENTH REPORT

OF THE

Industrial Commission of Colorado

For the Biennium
December 1, 1940
to
November 30, 1942

Administering:

- Workmen's Compensation Act
- Industrial Relations Act
- State Compensation Insurance Fund
- Factory Inspection Department
- Boiler Inspection Department
- Department of Wage Claims
- Minimum Wage
- Division of Unemployment Compensation
- Colorado State Employment Service, affiliated with United States Employment Service
- Private Employment Agencies

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TO HIS EXCELLENCY,
THE GOVERNOR OF COLORADO,
State Capitol Building,
Denver, Colorado.

Sir:

In accordance with the provisions of law creating the Industrial Commission of Colorado, we have the honor to transmit herewith the report of the activities and proceedings of the Commission for the period from December 1, 1940 to November 30, 1942.

RAY H. BRANNAMAN,
WILLIAM I. REILLY,
ARTHUR H. KING,
Commissioners.

DAVID F. HOW,
Secretary-Referee.

JOHN H. SHIPPEY,
ALBERT E. ZARLENGO,
Referees.

RECOMMENDATIONS

Your Industrial Commissioners hereinafter set forth certain measures which are felt should be enacted into law as necessary for the more efficient functioning of the several departments administered by it.

WORKMEN'S COMPENSATION ACT

In the administration of the Workmen's Compensation Act, the Commission has always governed itself by the conviction that its duty was to justly, fairly and impartially administer the law as it is written, giving equal respect and consideration to the rights of employes, employers, and insurers, and insisting upon an equal observance by each of their obligations thereunder. In keeping with that conception of its duty, the Commission does not believe, nor does it desire, that it should be the source or sponsor of any legislation amending the Workmen's Compensation Act in the interests of one group above that of another. It does believe, however, that it would be a neglect of that duty to fail to recommend such changes as its experience in administering the Act has convinced it are necessary to achieve fully the purposes and benefits intended by the enactment of this salutary legislation.

SECTION 9

It should be pointed out that elective officials of the state and of the various subdivisions thereof, with the sole exception of sheriffs, are not entitled to the benefits of the Workmen's Compensation Act if injured in accidents arising out of and in the course of their respective offices or employments. This distinction between elective officials and other public servants has resulted in the past in a rather unfortunate situation where two people have been injured in the same or similar accidents, one being compensated because he was an appointed official, whereas a companion was excluded because he was elected.

We believe that elective officials should receive the coverage of the Compensation Act provided an adequate premium is appropriated for the State Compensation Insurance Fund for this additional coverage. In view of the fact that the premium appropriated by the Legislature in past years has failed to even approach the actual expenditures of the State Fund for State employes, we feel that further liability for the Fund should not be considered unless adequate premium will be assured.

SECTION 21

Once more we call attention to the fact that the Commission has always held that Section 21 of the Workmen's Compensation Act was intended to prevent employers from collecting the cost of workmen's compensation insurance from their employes. How-

ever, there have been instances called to the Commission's attention where the intent of the law has been violated. We, therefore, again suggest that the section be amended to specifically forbid any employer from indulging in this practice, and also provide adequate penalties to insure its observance.

SECTION 83

We believe that this section is inequitable in that it imposes a 50% penalty on the employe for failure to use safety devices or obey safety rules but imposes no penalty on the employer for failure to furnish such devices or promulgate adequate rules. We, therefore, recommend that this section be amended to provide that claimant's compensation be increased 50% when his injury would have been prevented by the installation of a safety device commonly used or employed on the same or similar industry or the enforcement of adequate safety rules and practices.

SECTION 84

We believe that the statute of limitations should run for one year instead of six months, and that the Act should be amended in this respect. We also believe that such amendment should provide an exception as to those cases where it is found as a fact that the employer had knowledge of the injury and failed to make any report to this Commission. In cases of this kind we believe that the period of limitation should run from the date that knowledge of such accident is brought to the attention of the Commission.

We also believe that a further provision should be placed in the statute to require in substance that no case shall be re-opened and all claims for further benefits shall be barred after the elapse of five years from the date of the last payment of compensation or medical benefits.

OCCUPATIONAL DISEASE AND VOLUNTARY COMPENSATION COVERAGE

During the past two years the question of certain occupational diseases, particularly silicosis, has been an increasingly important factor in industry. There is no occupational disease law in Colorado. Certain of the Federal lending agencies require their borrowers to carry insurance covering the occupational disease hazard before loans from the Federal lending agency can be obtained. Since in the past there has been opposition to a compulsory occupational disease law in this State, and on the other hand since many employers now deem it advisable to secure adequate occupational disease protection, it is, therefore, strongly recommended that companies writing workmen's compensation insurance and the State Compensation Insurance Fund be permitted to include in their workmen's compensation insurance policies appropriate additional premiums for voluntary coverage for occupational disease as may be agreed upon by the insurance carrier and the policy holder and approved by the Industrial Commission.

In this connection there are certain other coverages which have been requested from time to time in connection with workmen's compensation policies, which we also believe should be permitted both to private insurance companies and the State Compensation Insurance Fund. For example, many small employers who work with their employes would like to secure workmen's compensation benefits to themselves in the event of injury by paying an adequate premium. There is some doubt as to the authority of the Commission to permit such voluntary arrangements on present compensation policies.

We, therefore, believe that the law should be amended so as to permit the Commission the widest discretion in fixing the limits and types of coverage necessary to embrace the situations above discussed, and that policy holders in the State Compensation Insurance Fund should be able to obtain from it the same coverage which they can obtain by contract with private insurance companies. At the present time many policy holders with the State Compensation Insurance Fund must secure additional insurance with other companies to cover small additional liabilities which are imposed upon them by the needs of modern business or other agencies not within their control, and we believe this situation should be remedied without delay.

SUBSEQUENT INJURY FUND

We have recommended in our last three reports that something be done for the employe who has previously lost an arm, leg, foot or eye. Many employers will not employ such unfortunates due to the fact that should they lose the other arm, leg, foot or eye or **any one**, the benefit for the second accident is in most instances increased and the employer is, therefore, penalized more heavily for the loss in such cases. On the other hand, the employe is not as fully compensated for the second accident in such instances as he would have been had he received both losses in the same accident.

Such crippled employes should not become public charges. A solution of the problem, apparently successful in other states where it has been adopted, is the Subsequent Injury Fund, and we believe that its adoption in this state for the solution of this problem merits serious consideration.

COMMISSIONERS' DEFENSE ACTIVITIES

In many instances the Industrial Commissioners were asked to accept appointments to various Committees in the interest of State-wide Defense Activities. They accepted these responsibil-

ities gladly and apportioned the work so that the Commissioners as well as the assisting employes might accomplish this end and yet not have the activities interfere with the efficiency of the Commission's duties.

The various assignments were as follows:

Chairman of Committee for U. S. War Bonds and Stamps for Colorado.

State Employes Payroll Deductions. (6,000 employees—All Departments of State.)

Committee, State Employes Salary Investigation.

Committee, State Salvage.

Veterans' Committee, State Defense Council.

Chairman, Labor Committee, State Defense Council.

Committee, Manpower and Human Resources.

Officers, Western States Safety Congress. Convention in Denver in August, 1943.

First Aid Lectures and press releases.

University of Colorado, Safety Engineering Course. (War Time Instruction.)

Assistance and participation, Air Raid Warden Instruction School.

Organization of First Aid Wardens, State Capitol Buildings Group.

INDUSTRIAL COMMISSION LAW

The following is a resume of the cases handled by the Industrial Commission during the biennium with an epitomized account of each case.

Case No. 3166. International Association of Bridge, Structural and Ornamental Iron Workers vs. Larson Construction Company. Denver, Colo. Feb. 1, 1941. This case involved the interpretation of a contract. Investigation and advice effected a settlement.

Case No. 3167. International Brotherhood of Electrical Workers vs. Station KFKA, Greeley, Colorado. This was a proposal by the Union to operate this Broadcasting Station as a closed shop and to make other changes. There was no request for a hearing, and in due time jurisdiction was terminated.

Case No. 3168. Denver Master Plumbers' Association and Denver Heating, Piping and Air Conditioning Contractors' Association, et al. vs. Denver Unity Local No. 3, Plumbers and Gas-Fitters of the United Association and Denver Steam-Fitters Local No. 208. Notice from the Association was received and a proposed contract was presented, which was considered by the Union and agreed to by all parties effective January 2, 1941.

Case No. 3169. United Brick and Clay Workers District Council No. 5 vs. Colorado-Wyoming Clay Products Association. Denver, Colo. Feb. 7, 1941. This case grew out of a request by the Union for an increase in wages. Numerous contacts with each party separately and a conciliation conference in which both were represented resulted in a satisfactory contract signed by both.

Case No. 3170. Printing Pressmen and Assistants, Local Union No. 163, Pueblo, Colorado vs. Star Journal Publishing Corporation. January 20, 1941. This case was settled by all parties involved after several contacts by the Commission. There was no necessity for a hearing, as an agreement was reached when all points in dispute had been ironed out.

Case No. 3171. International Brotherhood of Electrical Workers vs. Electrical Contractors, Denver, Colorado. Request was made by the Union for an increase in wages from $1.00 to $1.25 per hour. Within a month and a half all employers were paying a higher rate. Signed agreements are not customary in this trade. There was no request for a hearing.

Case No. 3172. International Association of Bridge, Structural and Ornamental Iron Workers vs. Structural Iron Makers. This case involved a request for a change in working conditions in the new contract. In due time the Union and employers agreed thus eliminating the dispute. Identical contracts were signed with the employers.

Case No. 3173. International Hod Carriers', Building and Common Laborers vs. Colorado Springs Contractors. This case

originated in a request by the Union that an increase in wages be paid them. A hearing on the demand was held by the Commission on February 10, 1941. The award of the Commission stipulated 62½c per hour, which was the rate requested by the Union. Both parties complied with the award.

Case No. 3174. International Union of Operating Engineers, Local Union No. 1 vs. Colorado-Wyoming Clay Products Association. February 21, 1941. A proposal by the Union to increase wages although the contract presently in effect did not expire for 60 days. The case was settled amicably through an understanding by the parties involved and the Commission terminated its jurisdiction.

Case No. 3175. International Union of Operating Engineers, Local Union No. 1, Denver, Colorado vs. National Biscuit Company. March 13, 1941. A new contract was presented to the employer by the Union. There was nothing in the contract to which the employer objected; therefore, it was signed as a routine matter. The Commission, therefore, terminated its jurisdiction.

Case No. 3176. Denver Building and Construction Trades Council and Colorado State Federation of Labor vs. Charles D. Vail, State Highway Engineer and the Larson Construction Company. This case originated in a suit in the District Court brought by the Building Trades Council and the State Federation of Labor against the Larson Construction Company praying for a writ of injunction designed to set aside the contract signed by the defendants to build a bridge over Sand Creek. The reason claimed for this action was that the wages specified in the contract were not the prevailing wages. Judge George F. Dunklee found that a dispute existed and ordered the Commission to hold a hearing on the merits thereof. The hearing was held and the facts presented disclosed that the job was advertised as required by law, in December, 1940. This invitation for bids contained the prevailing wages as set by the Industrial Commission. The bids were opened January 2, 1941 and the job awarded to the Larson Construction Company as the lowest bidder. The contract was signed January 13, 1941. It was not until February 4, 1941 that the injunction was sought in the District Court. The Commission held that the protest concerning the prevailing rates of wages should be made when the jobs are advertised and that the present protest came too late. The award of the Commission was based on former Supreme Court decisions and this award was subsequently upheld.

Case No. 3177. Painters Local Union No. 79 vs. Union Painting Contractors' Association. April 1, 1941. The Union, in this case, neglected to notify the Industrial Commission of a requested change at the time it notified the Contractors' Association. We were notified by the Association before we were notified by the Union. Investigation indicated that the neglect to notify the Commission was an oversight. The two parties involved arrived at a satisfactory agreement within the 30 days following notification to the Commission, without the necessity of a hearing.

Case No. 3178. Retail Clerks Local Union No. 7 vs. Seven Retail Stores. This was a notification from the Union that seven additional stores had signed the contract in effect with other retail stores employing Union clerks.

Case No. 3179. American Smelting & Refining Company vs. Employes of Globe Plant, Denver and Arkansas Valley Plant, Leadville, Colorado. March 11, 1941. This was a notice from the employer to the effect that wages would be increased in the Company's plants at Denver and Leadville. There being no objection on the part of the employes to the increase in wages, jurisdiction was terminated.

Case No. 3180. The Sign & Pictorial Painters Local Union No. 1045 vs. Neon Signs Companies, Denver, Colorado. This case involved the proposal by the Union for an increase of 5% in wage rates, in a new contract. The contract was signed by the industry in Denver, without the necessity of a hearing.

Case No. 3181. Denver Building and Construction Trades Council and Colorado State Federation of Labor vs. Charles D. Vail, State Highway Engineer and A. S. Horner. This is a companion case to No. 3176, involving the same questions. The protest is that the scale of wages was not the prevailing scale and the answer was that the protest came too late. This case, too, was disposed of with the Supreme Court decision.

Case No. 3182. The Cudahy Packing Company vs. Employes. Denver, Colo. Notice was given the Commission by the Company that it intended to grant one week's vacation with pay to its employes with one year's continuous service. Jurisdiction was terminated and the proposal put into effect.

Case No. 3183. The Denver Photo-Engravers Local Union No. 18 vs. Employers. April 2, 1941. A new contract was signed by the principals involved without the intervention of the Commission. We, therefore, closed the case.

Case No. 3184. International Brotherhood of Bookbinders Local Unions No. 29 and No. 58 vs. Employers. May 14, 1941. This case involved a raise in wages and a reclassification of the various operations in this trade. Because methods had changed considerably since the last written understanding on classifications, it required numerous conferences and negotiation meetings in the Commission's offices to arrive at a complete agreement between the negotiating parties. Concessions and obligations were made by both parties so that, eventually, a satisfactory agreement was effected. Although these negotiations required more than 30 days, there was no interruption of work while they were being conducted.

Case No. 3185. International Union of Operating Engineers Local Union No. 1, Denver, Colorado vs. Tivoli Union Company. This case involved the submission of a new contract to displace the one about to expire. Although the new contract involved a

change of wages, there was no serious disagreement between the Union and the Company. When the Commission was assured of this, it terminated its jurisdiction.

Case No. 3186. Bill Posters and Billers Local Union No. 59 vs. General Outdoor Advertising Company, Denver, Colorado. April 29, 1941. A new contract presented by the Union, contained some changes that required negotiation and informal arbitration by the Commission. The original proposal with modifications was signed within the 30-day period.

Case No. 3187. International Union of Operating Engineers Local Union No. 1 vs. Corbett Ice Cream Company, Denver, Colorado. May 23, 1941. The contract presented by the Union was discussed by representatives of the parties involved, reports of which indicated that there was no insurmountable dispute between them. The Commission, therefore, terminated its jurisdiction.

Case No. 3188. International Union of Operating Engineers Local Union No. 1 vs. Denver Tramway Corporation. May 23, 1941. Negotiations were conducted between the parties involved in this case in good faith and a tentative agreement reached, which was not formally signed, pending the conclusion of Case No. 3189.

Case No. 3189. Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, Div. 1001 vs. The Denver Tramway Corporation. May 23, 1941. The Union presented a new contract to the Company which was negotiated in a friendly manner by both parties and an amicable agreement was signed. The Commission, therefore, closed the case.

Case No. 3190. Amalgamated Clothing Workers of America, Local Union No. 263, Denver, Colorado vs. Gross Wholesale Tailoring Company, Inc., Arthur Rose Tailoring Company, Inc. May 2, 1941. This was a proposal to increase all piece-work rates 10%. Employers claimed that such an increase was undesirable. A hearing before the Commission was requested. Upon taking the evidence the Commission awarded the requested increase, which was complied with by the employers.

Case No. 3191. Denver General Contractor's Association vs. Local Union No. 24, International Association of Bridge, Structural and Ornamental Iron Workers. Denver, Colo. April 2, 1941. This case was brought to our attention by the employers, by a protest from them against a proposed increase requested by the Union. The Union, for reasons of which we are not advised, was reluctant to file the required notice with the Commission. No negotiations were held, and the case died for lack of prosecution.

Case No. 3192. Colorado-Wyoming Clay Products Association vs. Chauffeurs, Teamsters and Helpers, Local Union No. 13, and International Union of Operating Engineers, Union No. 1. Denver, Colo. April 17, 1941. This was a proposal made by the Union exclusively to the employers and without notification to the Industrial Commission, of a change in the contract then in effect.

When the employers insisted upon the fulfillment of the contract until its expiration date, the case was dropped.

Case No. 3193. International Union of Operating Engineers Local Union No. 1 vs. Colorado Ice and Cold Storage Company. Denver, Colo. May 23, 1941. A new contract was presented to the employers by the Union, designed to replace the contract about to expire. Negotiations were brief for the reason that there were no serious differences between them. In due course the contract was signed and the Commission terminated its jurisdiction.

Case No. 3194. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Butler Paper Company and Dixon and Company. Denver, Colorado. May 10, 1941. This case involved the signing of a contract between this Union and its employers, who had not previously been under contract. Contacts with both parties indicated that negotiations were proceeding normally, and jurisdiction was terminated at the end of 30 days. Subsequently a contract was signed.

Case No. 3195. Tile & Marble Setters Helpers Local Union No. 85 vs. Tile Dealers of Denver. May 23, 1941. This case arose through the proposal of the Union to reclassify and to raise the wages of its members. Numerous mediation conferences were held with the objective of effecting an agreement that would be satisfactory to both. It being impossible to bring the representatives of both parties into an agreement, a hearing was held by the Commission. The award was made by the Commission, and obeyed by both parties. Although a considerable period elapsed between the first proposal and the award, there was no interruption in production.

Case No. 3196. Produce Drivers Local Union No. 452 vs. Colorado Ice and Cold Storage Company. Denver, Colo. May 23, 1941. After formal negotiations between the Union and the Company, assisted by many contacts by the Commission, a satisfactory agreement was signed and the case closed.

Case No. 3197. Amalgamated Meat Cutters and Butcher Workmen of America, Packing House Workers, Local Union No. 641 vs. Denver Wholesale Meat Company. This case involved the proposal to make a contract between the parties involved, there being no Union contract in force between them previously. Contacts indicated that negotiations were proceeding as quickly as could be expected, and at the end of 30 days the Commission terminated its jurisdiction.

Case No. 3198. Sheet Metal Workers International Association Local Union No. 107 vs. Jardine-Wardman, Inc., Heyse Sheet Metal Works, Inc., Lowell-Meservey Hardware Company. Colorado Springs. This case involved a proposed contract which would increase wages and modify working conditions considerably. Although the changes were great, there were no serious differences between the parties involved. However, due to illness the negotiations were not completed within the 30 days provided by law.

When investigation indicated that there was likely to be no trouble the Commission terminated jurisdiction.

Case No. 3199. International Union of Operating Engineers, Local Union No. 1, Bakery Drivers and Salesmen's Union No. 219, Bakery and Confectioners' Workers International Union; Biscuit and Cracker Workers Local Union No. 26 vs. Merchants Biscuit Company. Denver, Colo. This case was brought by the three above Unions at the same time, which was an arrangement agreeable with the employer, so that negotiations could be carried on simultaneously. A satisfactory agreement was reached among all parties concerned, but the formal signing of the contract was delayed pending advice from the head office of the Company. There being no need of a hearing, the Commission terminated jurisdiction.

Case No. 3200. International Hod Carriers' Building and Common Laborers' Union, Local No. 1168 vs. Employers. May 23, 1941. This case consists of a letter from the Union stating that they had voted at their hearing certain wage rates. Our inquiry as to notification of the employers and arrangements for negotiations having brought no reply, the Commission closed the case.

Case No. 3201. Bakery Drivers and Salesmen's Union No. 219 vs. Puritan Pie Company. Denver, Colo. A contract was presented by the Union which proposed a change in hours, wages, and working conditions. Investigation indicated that negotiations were carried on normally and at the end of 30 days it was expected an agreement would be made. The Commission terminated its jurisdiction on May 27, 1941, and subsequently a contract was signed, which is on file.

Case No. 3202. Delivery and Taxicab Drivers and Helpers, Local Union No. 435 vs. Rocky Mountain Motor Company Taxicab Division. Denver, Colo. Negotiations in this case required considerable time because of competitive conditions. Investigation by the Commission indicated that the negotiations were proceeding in a friendly manner. The Commission terminated its jurisdiction on May 27, 1941, when a copy of the contract, signed, was received.

Case No. 3203. Chauffeurs, Warehousemen and Helpers Union Local No. 146, Pueblo, Colorado vs. Fountain Sand and Gravel Company. June 11, 1941. This case originated in a demand by the Union for an increase in wages and a closed shop. Contact by the Commission indicated that the negotiations might have been carried on with more dispatch. A conciliation meeting was arranged which resulted in a mutual respect. When the 30 days following the notification had elapsed and neither side desired a hearing, the Commission terminated jurisdiction.

Case No. 3204. Cudahy Packing Company, Denver, Colorado vs. Employes. May 16, 1941. This was a notice to the Commission by the Company that the manual workers in its employ were to receive an 8 per cent increase in wages and suggested that the increase be made retroactive. There being no protest from the employees, the Commission agreed.

Case No. 3205, United C. A. P. and A. W., Local Union No. 218 vs. Friedman & Son. Negotiations in this case were carried on with frequent contacts by the Commission representatives, and it appearing that there being no chance of negotiating an agreement, the Commission called a hearing on June 10, 1941. Evidence was taken which moved the Commission to award an increase in wages and to order certain sanitary requirements. The Union accepted the award, and the employer accepted the sanitary provisos, but rejected the wage increase. Subsequently, the employes struck to enforce the award of the Commission. After a ten-day strike, during which considerable ill feeling was exhibited, the employers complied with the award of the Commission.

Case No. 3206. Hotel and Restaurant Employes; Waiters' and Waitresses' Local Union No. 14; Cooks' Association No. 18 vs. Albany Hotel, Cosmopolitan Hotel. Denver, Colo. The Union filed a proposed contract with these employers, with the Industrial Commission. All negotiations were carried on for a considerable period, with the result that an agreement was eventually reached with the Albany but not with the Cosmopolitan. When it became apparent that no agreement could be reached with the Cosmopolitan, the Commission closed the case and the Union placed pickets at the entrance to the hotel.

Case No. 3207. International Brotherhood of Electrical Workers Local Union No. B-667 vs. Southern Colorado Power Company. Pueblo, Colo. Notice was received from the Union that negotiations were about to begin with this Company with the view of reaching an agreement involving a raise in wages and a closed shop. Frequent contacts with both parties indicated to us that negotiations were being conducted, and there being no request for a hearing, jurisdiction was terminated on June 6, 1941.

Case No. 3208. Packing House Workers Local Union No. 641 vs. H. and M. Packing Company. Denver, Colo. June 11, 1941. This case originated in a complaint by the Union that the contract in force was not being observed by the employer. It was found that the provision alleged to be violated was ambiguous, also that the contract was about to expire. It was therefore suggested that a new contract be negotiated to replace the one then in effect, with a rewording to clear it up and to settle the matters in controversy. This suggestion was acted on and a new contract was signed.

Case No. 3209. International Brotherhood of Electrical Workers No. 12 vs. Electrical Contractors of Pueblo. June 11, 1941. Notice was received from the Union that the new contract was suggested to replace the one about to expire. There being no differences of opinion between the Union and the employers that would prevent the signing of the new contract, the Commission terminated its jurisdiction.

Case No. 3210. Delivery and Taxi Cab Drivers and Helpers Local Union No. 435 vs. H. H. Post Company and Plotkin Brothers. Denver, Colo. May 27, 1941. This case arose through the desire

of the Union to establish a closed shop. Contacts with the parties concerned indicated that there was no serious disagreement between them, and when the Commission received a copy of the agreement for its files it closed the case.

Case No. 3211. Chauffeurs, Teamsters and Helpers Local Union No. 13 vs. J. B. Montgomery. Denver, Colo. June 11, 1941. This case is a complaint by the Union that the employer refused to enter into an agreement. Contact with the employer by the Commission disclosed that it was not his desire to sign a contract. Since this was his privilege, the Commission so informed both parties and terminated its jurisdiction.

Case No. 3212. Bakery and Confectionery Workers Local Union No. 26 vs. Old Homestead Bakery. Denver, Colo. June 11, 1941. Notice was received from the Union to the effect that it wished to negotiate to unionize certain employes not then under contract. Negotiations were carried on in good faith by both parties but settlement was delayed because of the fact that the employer's competitors were not under a similar contract. Thirty days after receiving a notice we were assured that there would be no trouble as a result of the negotiations and we terminated our jurisdiction.

Case No. 3213. Bakery and Confectionery Workers International Union Local No. 26 vs. Rainbo Bread Company. Denver, Colo. June 17, 1941. Negotiations were carried on by this Union with this employer to unionize certain of their employes who were not then under contract. This employer informed the Commission, 30 days after receiving notice, that he was willing to sign such a contract, when his competitors were placed under a similar contract.

Case No. 3214. Hotel, Restaurant and Beverage Employes Union Local No. 194 vs. Restaurants of Greeley. June 10, 1941. This case originated in a complaint from the Union that the employers were obstinate in refusing to replace the contracts about to expire. A thorough investigation of the restaurants' payrolls indicated that the Union members in good standing were in a decided minority. Since the Commission had no disposition to require the employers to continue their relationship with the Union except as such action would keep down trouble, it terminated jurisdiction in the case.

Case No. 3215. Delivery and Taxi Cab and Helpers Union No. 435 vs. Carter, Rice and Carpenter Paper Company. Denver, Colo. Notice was received from the Union, May 15, 1941, indicating that negotiations would start with the Company with the object of obtaining recognition of the Union. Negotiations were conducted on a friendly and businesslike basis for a period of 30 days, and having received no request for a hearing, the case was closed. Subsequently a contract was signed.

Case No. 3216. International Brotherhood of Electrical Workers Union No. 877 vs. The Neon Sign Companies. Denver, Colo. Notice was received from the Union informing the Commission of their desire to open the working agreements with the object of changing wages, hours, and working conditions. Investigation indicated that the employers were reluctant to sign the proposals made by the Union and the Union declined to modify the demands. Request was made that the Commission terminate jurisdiction so that a strike might be legally called. The Commission, instead, carried on further conciliation by contacts with all parties to the dispute with the result that an agreement was signed satisfactory to all without the interruption of work. The Commission, therefore, closed the case on June 20, 1941.

Case No. 3217. Milk Drivers and Dairy Employes' Union No. 537 vs. South Gaylord Dairy Company. Denver, Colo. The Union in this case sent the employer a contract for his consideration, by registered mail. The employer did not reply and the union did not follow up the original letter within the 30-day period. The Commission was assured at this time that the delay in prosecuting the negotiations was due to unforeseen causes but that in any event there would be no trouble. The Commission therefore terminated jurisdiction as of June 14, 1941.

Case No. 3218. Milk Drivers and Dairy Employes' Union No. 537 vs. Supreme Dairy Company. Denver, Colo. June 14, 1941. A registered letter was sent to the employer by the union, containing a contract and a request that it be signed. Within the 30 days following there were no negotiations. Contact with both the employer and the Union indicated to us that the employer had no objections to organization of his employes. Assurances were received from the Union representative that negotiations would be undertaken as soon as convenient to both parties and that an amicable settlement would be reached. On this information the Commission closed the case.

Case No. 3219. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Republic Drug Company. Denver, Colo. June 6, 1941. Notice was received from the Union that it desired to carry on negotiations with the employer concerning the unionization of certain of the employes. The employer declined to consider any agreement with the Union. Frequent contacts with both parties indicated that no progress was being made but neither party desired a hearing before the Industrial Commission. Thirty days after receiving the notice the Commission terminated its jurisdiction in the case.

Case No. 3220. Produce Drivers Local Union No. 452 vs. Safeway Stores. Denver, Colo. June 17, 1941. This case originated in a notice to the Commission and the Safeway Stores that it was the desire of the Union to sign a contract covering a few employes not already covered by contract. There was no serious dispute between the parties involved. The signing of the contract was a matter of routine after a meeting of the minds.

Case No. 3221. Chauffeurs, Teamsters & Helpers Union No. 13 vs. Over-the-Road Motor Freight Companies. Denver, Colo. Notice was received by the Commission that certain companies were

notified to sign a contract which would place them in the same competitive position as other companies doing the same work. One of these companies declined to have any correspondence with the Union on the ground that none of its employes were Union members. Investigation indicated that the employer's statement was correct. Negotiations were carried on with the other companies with satisfactory results. The Commission terminated jurisdiction June 30, 1941.

Case No. 3222. Terrazzo Workers' Local Union No. 6 vs. J. B. Martina Mosaic Company. Denver, Colo. Negotiations in this case were largely a matter of form, and since there was no disagreement between them the Commission closed the case on June 20, 1941.

Case No. 3223. Packing House Workers' Local Union No. 641 vs. Pepper Packing Company. Denver, Colo. On June 26, 1941, the Commission received notice from the Union of their intention to enter into negotiations with their employer. Several disputes arose which required numerous contacts and conferences. The Union charged that the employer was retaliating for imagined wrongs by discriminating against certain Union members. Four old employes were discharged within a month. Detailed investigation indicated that the employer had reasons for discharging these men other than because of their Union affiliation. In order to compose the various differences a hearing was set for July 8, 1941. Before evidence was taken the participants thought they could reach an agreement. A conference between them was held in the Commission offices and subsequently a satisfactory agreement was signed.

Case No. 3224. International Union of Operating Engineers, Local No. 1 vs. Gold Coin Creamery Company. Denver, Colo. June 30, 1941. A contract was signed between these parties following notification and negotiation. It was later found that some of the provisions were not satisfactory to both parties. Negotiations were reopened and an amendment was made to the original contract and agreed to. All these negotiations having proceeded without threat of strike or lockout, the Commission closed its case.

Case No. 3225. Plumbers, Steamfitters Union No. 58 vs. Union Plumbing Shops of Colorado Springs. Notification was sent to the Commission and to the employers on May 27, 1941, and negotiations undertaken. Later it appeared that an agreement could not be reached and the employers asked for a hearing. Before a hearing could be set, investigation indicated that an agreement was still possible between the Union and the employers. This proved to be correct, and 40 days after the original notice was made a satisfactory agreement was signed.

Case No. 3226. Produce Drivers, Helpers and Warehousemen, Local Union No. 452 vs. Pepper Packing and Provision Company. Denver, Colo. July 10, 1941. Complaint was received from the Union that the employer was weeding out Union employees. After

investigations were made it was indicated that this file should be combined with No. 3223.

Case No. 3227. American Federation of Grain Processors, Local Union No. 21845 vs. Pueblo Flour Mills. Pueblo, Colo. Notice was received from the Union of an intention to negotiate a new agreement with some changes from the old agreement. Contacts indicated that these negotiations were delayed but friendly. There being no apparent reason for a hearing, the Commission terminated jurisdiction on July 9, 1941, 39 days after the original notice.

Case No. 3228. International Brotherhood of Electrical Workers Union No. 68 vs. Neon Sign Companies. Denver, Colo. June 25, 1941. Negotiations in this case were carried on during the month of June. Investigation indicated that a hearing was considered unnecessary by all parties concerned, and the Commission, therefore, terminated its jurisdiction.

Case No. 3229. The International Association of Machinists, District Lodge No. 86 vs. The Quick-Way Truck Shovel Company. Denver, Colo. June 23, 1941. Information was received by the Commission on May 28, 1941, to the effect that the Union desired a contract with this employer. Investigation indicated that the negotiations were being conducted in good faith by both parties and that at the end of 30 days further intervention by the Commission would be unnecessary. It was not until three months later that the final contract was signed but, during the interim, the business was carried on.

Case No. 3230. Tile & Marble Setters Union No. 6 vs. Tile and Marble Companies. Denver, Colo. August 28, 1941. This case was the result of a request by the Union for an increase from $1.50 to $1.75 per hour. Frequent contacts and conferences with all parties involved indicated to the Commission that the likelihood of an agreement was remote. Therefore, on being requested, the Commission set the case for hearing on August 25, 1941. After the taking of evidence and a survey of the controversy the Commission found that the proposed increase was not justified at that time, therefore, the Commission closed the case.

Case No. 3231. Bakery and Confectionery Workers International Union, Local No. 313 vs. Sally Ann Bakery; Vick's Pastry Shop, and Acme Baking Company. Grand Junction, Colo. June 27, 1941. Negotiations between the Union and the employers were carried on in a friendly and businesslike manner, and an agreement was signed. The Commission, therefore, closed its files.

Case No. 3232. Operating Engineers Local Union No. 9, and Truck Drivers and Helpers Local Union No. 13 vs. Metropolitan Construction Company, a subsidiary of Rizzuto Bros. & Co. Denver, Colo. Complaint was received June 11, 1941, that this Company was discriminating against Union employes and refused to negotiate. Investigation disclosed that several men had been laid off on that date and that the remainder of the crew refused to continue work. Both the Company and its employes were ordered to

establish conditions as they were the day before this controversy arose, and the case was set to be heard on June 24, 1941. Before evidence was taken the Commission urged that the employer and employes settle their differences between themselves. A conference between them resulted in a temporary working agreement which became permanent two weeks later. The Commission, therefore, closed its file July 8, 1941.

Case No. 3233. Denver Printing Pressmen and Assistants' Union No. 40 vs. The Employing Printers of Denver, Inc. Denver, Colo. Sept. 19, 1941. This case originated in the presentation by the Union of a proposed changed contract. Both sides desired a change in hours, wages and working conditions. Sixty days of negotiations between them failed to bring an agreement as to what those changes should be. A series of conferences were held with a Commission representative acting as referee. These meetings resulted in an agreement on all points except wages, hours, and night work regulations. Having reached a stalemate on these points, they were submitted to the Commission for formal hearing. Upon the urging of the Commission it was decided to hold one more negotiation meeting in an effort to reach an agreement on the disputed provisions. This meeting resulted in an understanding that eventually culminated in a signed contract. No interruption of work occurred during all this time.

Case No. 3234. Bakery and Confectionery Workers Local Union No. 26 vs. National Biscuit Company. Denver, Colo. Information was received June 11, 1941, to the effect that a new contract was contemplated by the Union with this employer. Frequent contacts indicated that negotiations were dragging but not because of disagreement. Neither party believed there would be any trouble in reaching an agreement once they had arranged for a conference. The Commission terminated its jurisdiction on this information at the end of 30 days. Soon thereafter the contract was signed.

Case No. 3235. International Printing Pressmen and Assistants' Union of N. A., Local Union No. 431 vs. Great Western Sugar Company. Denver, Colo. June 20, 1941. Negotiations in this case were so brief that the Commission received notice of the signing of an agreement before it received a notice of an intent to negotiate.

Case No. 3236. Machinists' Union, District No. 86 vs. Perry Truck Lines, Inc. Denver, Colo. July 15, 1941. The cause of this controversy was a demand by the Union for a 10% increase in wages. Investigation indicated that the employer believed it would be more to his advantage to have this work done in outside shops. The Union complained to the NLRB that the discontinuation of the repair shop was Union discrimination. The case having been referred to another agency, the Commission believed it could be of no further service to the parties after the 30-day period required by law had expired. The Commission, therefore, terminated jurisdiction.

Case No. 3237. International Jewelry Workers Union No. 29 vs. Seven Jewelry Shops. Denver, Colo. Information was received June 10, 1941, indicating that the Union intended to negotiate a new contract with their employers. After some 25 days the Commission was informed that two shops had signed the agreement and the others had declined to negotiate. The Commission was represented at a hearing called by the Union, to which all employers were invited and appeared. It was found that working conditions, rather than wages and hours, were the stumbling blocks toward a settlement. The matter of a closed or a union shop was settled to the satisfaction of all and an acceptable apprenticeship set-up was agreed to. This required the drawing up of a new agreement which the employers signed shortly after. The 30-day period having expired while the new agreement was being written, the Commission terminated jurisdiction.

Case No. 3238. Produce Drivers & Warehousemen's Union No. 452 vs. Produce Dealers of Denver. This case was presented to the Commission and to the 33 employers on June 12, 1941. The notice to the employers was defective in that it proposed a change in working conditions without stating what change was in mind. Upon being advised by the Commission the Union wrote the proposed changes and presented the paper to a committee of the employers. Conferences were held at which no serious differences developed except that one employer demurred at establishing a closed shop. It had been previously agreed that none of the employers would sign a contract to which any one of them disagreed. The Union placed a picket at the entrance of the business of the objecting employer. The Commission representative arranged a meeting between the picket captain, who was also the business agent, and the employer, the picket being withdrawn during the conference. After the airing of the views of both sides, an amicable settlement was reached. Having removed the obstacles in the way of a settlement, the Commission terminated jurisdiction. The signing of the contract was a matter of form thereafter.

Case No. 3239. Delivery and Taxicab Drivers, Local Union No. 435 vs. Package Delivery Service. Notice was received from the Union of a desired raise in pay in the contract about to be negotiated. The dispute developed between the employer and the employer's customers, the retail stores, as to an advance in rates to meet the raise. Ceiling prices interfered with a settlement. Having held the case open for 30 days and it appearing to the Commission that a hearing would not produce the desired results, it terminated its jurisdiction. Following that a strike was declared which lasted about two weeks.

Case No. 3240. Heavy Construction Unions vs. Caddoa Constructors. Sept. 3, 1941. This controversy was one of long duration because of interruptions caused by absences of one of the other parties, plus a contention by the employer that the Unions did not represent the employes. In order to bring the matter to a head, a hearing was called on the 15th of July, 1941. At this hearing the employer stated that he was willing to negotiate with

the Unions if he could be convinced that a majority of union men were in his employ. A confidential check was made by an agent of the Commission of both the Unions' membership and the employer's payroll, which indicated that a majority of his employes were members. The employer and the Unions thereupon signed a contract.

Case No. 3241. Bowling Alley Employes' Local Union No. 203 (Affiliated with Building Service Employes' International Union) vs. Bowl-Mor Lanes. July 28, 1941. Notice was received from persons purporting to represent the employes and stating that a change in the contract was desired. Investigation disclosed that the Union had signed a three-year contract which still had two years to run. Since a change was not proposed to the competitive bowling alleys it was manifestly unfair to require a particular one to sign a more disadvantageous contract. The Union officials were so informed, and jurisdiction was terminated.

Case No. 3242. Denver Journeymen Barbers' Union vs. Associated Master Barbers of America, Denver Chapter No. 115. Aug. 15, 1941. The cause of this dispute was a proposal by the Union to raise wages. The employers, while not unwilling to grant a raise, believed the Union request to be out of line. A hearing was scheduled and held on August 12, 1941. The award of the Commission granted a raise in wages from $15.00 to $19.50 guaranty and both sides accepted the award.

Case No. 3243. International Association of Machinists, Local Lodge No. 179, et al. vs. C. S. Card Iron Works. Denver, Colo. Aug. 8, 1941. This controversy arose through the desire of the Union to change some of the conditions of the existing contract so that it would be brought up to date. The principal difficulty seemed to be the working out of a suitable apprenticeship program and an understanding concerning classifications. The Commission failed to effect a meeting of the minds on these subjects and the controversy was referred to the Conciliation Service of the Department of Labor. The Commission therefore terminated its jurisdiction in the case. The file indicates that the settlement originally proposed by the Commission was adopted about a month later.

Case No. 3244. Chauffeurs, Teamsters and Helpers' Local Union No. 13 vs. Spratlen-Brannan Sand & Gravel Company. July 28, 1941. This case grew out of a dispute as to the distance gravel was being hauled from the pit to the Ordnance Plant. The Commission suggested the settlement of the dispute by measuring the distance by representatives of the employers and employes, at the same time. Upon agreement by both parties to do that measuring, the Commission terminated jurisdiction in the case.

Case No. 3245. Bakery Drivers and Salesmen's Local Union No. 219 of the International Brotherhood of Teamsters, Chauffeurs and Helpers of America vs. Kraft Cheese Company. Denver, Colo. Negotiations in this case developed no controversy, although they required considerable time for the reason that the employers had

to get the approval of their home office. Upon being assured that there was no chance of a dispute arising and 30 days having elapsed, the Commission terminated jurisdiction on July 26, 1941.

Case No. 3246. Chauffeurs, Teamsters and Helpers Union No. 13 vs. Transfer Companies. Number of Employers involved, 29; number of employees, 75. Denver, Colo. July 28, 1941. Negotiations were carried on individually with the employers by the Union. As the proposed contract was identical with similar contracts in comparable parts of the country, no serious dispute arose. Many employers indicated a willingness to sign the contract, but it took considerable time to reach them all. Thirty days having expired before all were signed up, the Commission terminated jurisdiction.

Case No. 3247. Amalgamated Meat Cutters & Butcher Workmen No. 634 vs. Retail Food Stores. Number of employers, 47; number of employes, approximately 200. August 28, 1941. Proposal was made by the Union to replace the expiring contract with a similar one, with some changes in wages. Negotiations were carried on by representatives of both the employers and employes. The conferences were conducted in an orderly and businesslike manner by the submission of proposals and counterproposals. The number involved on both sides made for delay in reaching an agreement. Having held the case open for 60 days the Commission, having received no request for a hearing nor any indication that one would be requested, terminated jurisdiction.

Case No. 3248. Cudahy Packing Company vs. Pork Trim Department. Denver, Colo. July 28, 1941. This was a proposal by the employer to adjust piece-work rates in specified departments. The new rates were an increase with no change in the basic hourly rates. The employes agreed, and the Commission closed the file and the case.

Case No. 3249. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Goldberg Furniture Company. Denver, Colo. Aug. 14, 1941. A new contract was submitted by the Union to the employer. Negotiations were conducted in a friendly manner. Thirty days after notice was received the Commission, seeing no public necessity for a hearing, terminated its jurisdiction.

Case No. 3250. International Association of Machinists vs. Weicker Transfer & Storage Company, Gallagher Transfer Company, Duffy Storage & Moving Company. Denver, Colo. Notice was received from the Union July 5, 1941, indicating that a new contract with these employers was desirable. Several meetings were held between the principal parties in the 30 days following. There being no request for a hearing or no evident intention of requesting one, the Commission terminated jurisdiction.

Case No. 3251. Chauffeurs, Teamsters and Helpers Local Union No. 13 vs. Silver Seal Products Company. Denver, Colo. Aug. 13, 1941. This case was the result of a recognition that the Union represented the employes of this Company. After negotiations had been carried on for 30 days, the Commission terminated

its jurisdiction. Shortly afterwards a contract was signed between them.

Case No. 3252. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Lee's Soap Company. Denver, Colo. Negotiations between the Union and this Company began on July 8, 1941, and were carried on in a friendly manner until the contract was signed within 30 days.

Case No. 3253. International Molders and Foundry Workers Union of North America Local Union No. 188 vs. International Molders & Foundry Company, Adams Co. Denver, Colo. Aug. 13, 1941. Notice of an intention to negotiate a new contract was received from the Union. It stated that it was their intent to strike within a period of three weeks. The Commission immediately informed the Union official of the requirements of the law and, although we asked for further information, later on it appeared that no further action was taken on the proposal. We therefore terminated our jurisdiction.

Case No. 3254. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Merrion and Wilkins Wool Auction Company. Denver, Colo. Aug. 13, 1941. This controversy arose through the fact that this firm operated nonunion but depended for the carrying on of their business on outside trucking firms, all of which were union. Negotiations were carried on with some hostility, but eventually the whole matter was ironed out. Upon learning this the Commission closed its file and case.

Case No. 3255. Pueblo Printing Pressmen and Assistants' Union No. 163 vs. The Job Printers of Pueblo. Aug. 14, 1941. Investigation indicated that there were no serious difficulties between the Union and the employers. Therefore, the Commission entered an order terminating jurisdiction.

Case No. 3256. Chauffeurs, Teamsters and Helpers Union No. 13 vs. Eight Truck Lines. Denver, Colo. Notice was given the employers and the Industrial Commission that the Union represented the employes of these firms and therefore desired a written contract. Negotiations were carried on individually, but identical contracts were signed with each of them. When the case reached a successful conclusion the Commission terminated its jurisdiction on August 14, 1941.

Case No. 3257. Retail Clerks International Protective Association vs. Consumers' Cooperative Association of Denver. Complaint was made to the Commission that the above employer was not complying with the contract then in effect. Investigation indicated that the situation was that the employes had switched from the A. F. of L. Union to the C. I. O. Union. This was a matter over which the employer had no control and assumed no liability. The file was combined with our No. 3259.

Case No. 3258. Amalgamated Clothing Workers of America Union No. 263 vs. Denver Retail Stores. Sept. 2, 1941. This dispute arose when the Union requested a raise in wages from the employers. A conference satisfied everyone that it would require

a hearing or a strike to settle the matter. Upon notification of the Commission another conference was held between the representatives of each party and a satisfactory solution was reached.

Case No. 3259. Retail Clerks International Protective Association Local Union No. 7 vs. Consumers' Cooperative Association of Denver. Sept. 5, 1941. This was a continuation of the controversy noted in No. 3257. Since this was more in the nature of an interunion dispute rather than one between the employer and the employes, the Commission confined itself to using its good offices toward a settlement. It was pointed out that although the employes had the right to join any sort of organization they wished, it would be necessary for them to fulfill their obligations under previous commitments. After several meetings among themselves the Commission received assurance that the contract to which they were committed would be fulfilled. The Commission, therefore, closed its file and case.

Case No. 3260. Chauffeurs, Teamsters and Helpers Local Union No. 13 vs. Nine Truck Lines. August, 1941. Denver, Colo. Notice was sent to the above employers and to the Industrial Commission, stating that the Union represented the majority of the employes involved and desired a contract with each employer. There being no desire on the part of anyone to hold a hearing in the case, the Commission terminated its jurisdiction 30 days later.

Case No. 3261. T. & M. Transportation Company vs. Teamsters, Chauffeurs, Stablemen and Helpers of America, A. F. of L. Denver, Colo. Aug. 13, 1941. Notice was received from the employer to the effect that all employes were notified that the provision in the contract concerning dead-heading would be strictly enforced thereafter. No dispute arose at the time. This case, however, is closely related to case No. 3263.

Case No. 3262. Denver Newspaper Pressmen's Union vs. Denver Newspapers. Sept. 10, 1941. Negotiations were carried on in the usual way after proper notice had been given. Frequent contacts indicated that both parties had worked under contract for many years and the writing of a new one at this time was something in the nature of routine. Thirty days after notice had been received an investigation led the Commission to the opinion that it could be of no further service to the parties concerned. It, therefore, terminated its jurisdiction.

Case No. 3263. Chauffeurs, Teamsters and Helpers Local Union No. 13 vs. T. & M. Transportation Company. Denver, Colo. Sept. 3, 1941. This complaint concerned interpretation of the contract between the parties involved. It appears that the contract stated certain provisions regarding dead-heading, which had not been strictly observed for a matter of two years. The Company, believing that it was being abused, decided to strictly enforce the provisions as written. The employes claimed that this was a change in working conditions and demanded a 30 days' notice. An incident had occurred that brought the whole matter to a head. After many conferences the Commission representative

decided that the incident that was in the past should be treated as was the custom and that three men should be paid as they would have been paid had not the whole question arisen. He also declared that a 30 days' notice was not required to put in effect conditions of the contract, about which no one disagreed. Both the Union and the Company showed a disposition to conclude the controversy without resorting to a stoppage of work. Although, when the dispute arose, neither side was willing to carry on until it had been settled.

Case No. 3264. International Association of Machinists vs. Rio Grande Motor Way. Grand Junction, Colo. Aug. 8, 1941. Notice was regularly given indicating a desire to change hours, wages and working conditions. Service of the Conciliation Division of the U. S. Department of Labor was invited by the Union, and the case was settled. The Commission, therefore, closed its file in the case.

Case No. 3265. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Miller Furniture Company. Denver, Colo. Aug. 21, 1941. Notice was regularly given the employer and the Industrial Commission of a desire to negotiate a new contract. Contacts with both parties indicated that negotiations were friendly and businesslike, and a contract was signed in due course. The Commission closed the case on August 21, 1941.

Case No. 3266. Optical Workers' Union No. 22833 vs. American Optical Company. Denver, Colo. August 20, 1941. Although the Union notified the three firms involved, the Union did not notify the Industrial Commission on the same date. Frequent contacts were made with all parties involved, but, as this was a new contract, it required time to work out. We held the case until 30 days after the last notification received. This necessitated the holding of the original notice over the statutory time. A mutual agreement was reached among all parties concerned eventually, and the Commission closed its file.

Case No. 3267. Delivery and Taxicab Drivers Local Union No. 435 vs. Wholesale Grocers. These negotiations involved the continuation of the contractual relations with little change. Therefore, an agreement was reached without the aid of the Industrial Commission. Jurisdiction was terminated on September 10, 1941.

Case No. 3268. International Brotherhood of Electrical Workers vs. Broadcasting Station KFEL. Denver, Colo. Negotiations in this case were carried on for a matter of six months without the arrival at a complete agreement. The Commission, at the end of this time, believed that it had no further service to offer and that there would be no good purpose in holding a hearing. Jurisdiction was, therefore, terminated.

Case No. 3269. Amalgamated Meat Cutters and Butcher Workmen Local Union No. 281 vs. Retail Markets of Colorado Springs. Notice was received July 31, 1941, from the Union, indicating that it desired new contracts with 33 markets, which would change wages and hours. Negotiations were long for the reason

that each store acted individually. Contacts by the Commission indicated that progress was being made as rapidly as could be expected. When sufficient time had elapsed the Commission terminated its jurisdiction. Further contacts disclosed that the store of Summers & Company was the only one unwilling to sign a contract, and some of the butchers and clerks therein employed struck September 23, 1941. A Commission representative made a further effort to bring about an agreement without being successful, although as a result of our further intervention the matter was eventually ironed out.

Case No. 3270. Retail Clerks Local Union No. 7 vs. 22 Retail Stores. Denver, Colo. Sept. 3, 1941. Notification was received from the Union of its intent to negotiate a new contract with its several employers. The negotiations were carried on in good faith by the representatives of the employers and employes, and a mutual agreement was reached within the 30-day period.

Case No. 3271. International Hod Carriers', Building and Common Laborers' Union of America vs. Roselawn Cemetery. Pueblo, Colo. Sept. 18, 1941. Complaint was made to the Commission that Roselawn Cemetery was discriminating against Union members by discharging them. Investigation showed that several men had been laid off but that it was a seasonal reduction of staff. A careful checking of the Union membership and the employer's payroll indicated that, while some Union steady employes were separated from the payroll, the bulk of those whose employment was terminated were spring and summer employes. It was obvious from the Commission investigation that much more evidence would have to be presented before a charge of Union discrimination could be sustained. There being no other evidence available, the Commission entered an order terminating its jurisdiction.

Case No. 3272. Employes of Purity Creamery vs. Purity Creamery. Denver, Colo. Sept. 8, 1941. Complaint was made to the Commission in the form of a copy of a petition signed by nine employes of this Company. This petition set forth several grievances and was somewhat harsh in the demands for redress. Investigation indicated that while there was some dissatisfaction on the part of the employees, it was not nearly so important as the petition would lead one to believe. The writer of the petition believed he would be happier elsewhere and, therefore, resigned his job. With a few corrections in working conditions, the other employes indicated that conditions were satisfactory. The Commission, therefore, closed the file and the case.

Case No. 3273. International Hod Carriers', Building and Common Laborers' Union of America, Local Union No. 354 vs. The Contractors of Colorado Springs. Sept. 5, 1941. Notice was received by the Commission that the Contractors had been requested to raise the scale of wages of these Union members from 90 cents to $1.10 per hour. Negotiations lagged because many of the Contractors did not at that time have any employes. Contacts made by the Commission indicated that there was no serious objection

to the Union demands; therefore, at the end of 30 days the Commission terminated jurisdiction.

Case No. 3274. Arthur B. Berry; Jack Simon; Fred Ashbaugh vs. Gano-Downs Company; May Company; Feltman & Curme. Denver, Colo. Sept. 3, 1941. Complaint was made to the Commission by the Retail Clerks' Union, by presenting affidavits from the above employes claiming that they were discharged by the above employers because of their activity in joining the newly formed Department Store Union. A thorough investigation was made which included interviews with the employers and with other employes. It developed that each of these employes was the newest man in the department and would ordinarily be the one to be laid off first. Each employer stated that he was not trying to influence his employes concerning their union affiliations. The contention that there was any discrimination or coercion was substantially incorrect. Having received assurances that the employers were not prohibiting their employes from joining a union, the case was closed.

Case No. 3275. Chauffeurs, Teamsters and Helpers, Local Union No. 13 vs. Baldwin Piano Company; Chas. E. Wells Music Company; Knight-Campbell Music Company. Denver, Colo. Sept. 17, 1941. This dispute arose when the Union demanded that these firms sign a contract. There had been no contractual relations between them previously. Only four employes were involved with the three Companies. There was no dispute as to anything except the closed shop. One firm abolished its delivery department and the other two firms paid the wages demanded by the Union.

Case No. 3276. Chauffeurs, Teamsters and Helpers, Local Union No. 13 vs. J. D. Perry. Denver, Colo. Sept. 17, 1941. Negotiations were opened to continue the contract between the parties involved with some minor changes. Contacts by the Commission indicated that there was no controversy. A mutual agreement was reached in due time, and the Commission closed its case on September 17, 1941.

Case No. 3277. Painters, Decorators and Paperhangers of America, Local Union No. 171 vs. Painting Contractors of Colorado Springs. Notice was received from the Union of a desire to sign new contracts at a higher scale of wages. Frequent contacts by the Commission indicated that there was no serious dispute. The contracts were signed in due time, and the Commission terminated jurisdiction on September 19, 1941.

Case No. 3278. Cudahy Packing Company vs. Employes. Denver, Colo. September 5, 1941. This is a proposal by the employers to raise wages in certain classifications. There being no protest from the employes, the Commission closed its file in the case.

Case No. 3279. Chauffeurs, Warehousemen & Helpers Union, Local No. 146, Pueblo, Colo. vs. Safeway Stores; Morey Mercantile Company; H. A. Marr Grocery Company. Sept. 22, 1941. This cause was an application by the Union for a contract to replace

the contract then in force. Contacts indicated that negotiations were proceeding, and at the end of 30 days the Commission terminated its jurisdiction.

Case No. 3280. International Association of Bridge, Structural and Ornamental Iron Workers vs. Colorado Builders' Supply Company of Denver and Pueblo. Sept. 10, 1941. Negotiations between this Union and this employer were protracted for the reason that the International had a set contract form which did not fit local conditions, according to the employer. Investigation indicated that while the local union recognized the need of changes to conform with local conditions, it was considered by the International as unwise to permit the signing of a contract different than one that applied to the country as a whole. For this reason, many conferences were necessary and much explaining, by correspondence, was required. The whole matter was finally composed after a contract was signed and there was no interruption of work.

Case No. 3281. Swift & Company vs. Employes. Denver, Colo. Sept. 4, 1941. This is a notification from the employer that certain unskilled labor would be advanced in wages, and asking that the raise be made retroactive. There being no objection from the employes or from the Industrial Commission, the new scale was acknowledged, and the case closed.

Case No. 3282. Colorado State Industrial Union Council, Local Industrial Union No. 1125 vs. Robbins Incubator Company. Denver, Colo. Notice from the Union, received, indicated that the Union desired to sign a contract with this Company, there having been no contractual relations heretofore. Conferences with all parties concerned indicated a considerable variance of opinion as to what such a contract should contain. However, the participants remained on speaking terms, and proposals and counterproposals were exchanged. The Union requested the Industrial Commission to hold a hearing in the case, and a hearing was scheduled for October 16, 1941. On October 11, 1941, the Union petitioned the Commission to postpone the hearing for another 30 days, which postponement was granted. The threat of a hearing apparently worked to bring the employer and employes into an agreement, and both sides petitioned the Commission to dismiss the hearing. Upon being assured that an agreement was imminent, the Commission dismissed the hearing and terminated its jurisdiction.

Case No. 3283. Denver Musicians Association, Local No. 20, Denver, Colo. vs. Denver Night Clubs. Oct. 1, 1941. The Union advised the employers and the Industrial Commission that a new contract was ready for negotiation. The Commission having received no protest, the jurisdiction was terminated in 30 days.

Case No. 3284. Sheet Metal Workers' International Association, Local Union No. 118, Pueblo, Colo. vs. F. A. Still; Chas. Muller; Pueblo Sheet Metal Works; Pueblo Hardware Company. The employers and the Industrial Commission were notified on August 9, 1941, of the desire by the Union to replace the current contract with a new one. Investigation by the Commission indicated that

there was no objection on the part of the employers to the new contract and that it was signed as soon as the participants found it convenient to get together.

Case No. 3285. Journeyman Barbers' International Union of America, Local Union No. 42 vs. Union Printers Home, Inc. Colorado Springs, Colo. Oct. 2, 1941. This case originated in the demand by the Union for an increase in pay. Investigation by the Commission indicated that this employer would be willing to pay any rate that the Union members could get elsewhere in Colorado Springs. This understanding promoted an agreement between the parties involved, which we were assured was satisfactory to both.

Case No. 3286. Yellow Cab Drivers vs. Antlers Hotel. Colorado Springs, Colo. Aug. 30, 1941. Complaint was made to the Commission that five employes working as cab drivers were discharged without notice, presumably because they had joined the Union. Investigation by the Commission disclosed that, while there were contributing reasons for the wholesale discharge, the Union talk undoubtedly had a considerable effect. The Commission contacted the superior officers of the Antlers Hotel, with the result that the five men were reinstated without prejudice. We, therefore, closed our file in the case.

Case No. 3287. Miller's Groceteria Company vs. Employes. Denver, Colo. Sept. 27, 1941. This case is a notification by the employer to his employes and the Industrial Commission of an intended raise in wages to become effective at once. There being no protest on the part of the employes or the Industrial Commission, the case was closed.

Case No. 3288. International Hod Carriers', Building and Common Laborers' Union of America vs. Stiers Bros. Construction Company. Grand Lake, Colo. Oct. 6, 1941. Complaint was received that this firm was not observing certain provisions of the contract, principally regarding the issuing of hard hats, the status of foreman, and the right of the Union to pass on the eligibility of new members. Investigation and conferences at Grand Lake, where the work was being done, resulted in an understanding which settled the trouble at the time.

Case No. 3289. Denver Building Trades Council vs. Denver General Contractors Association. This file was combined, for simplification, with File No. 3362.

Case No. 3290. Florists & Greenhouse Workers, Local Union No. 21499 vs. Burghard Floral Company. Colorado Springs, Colo. Sept. 17, 1941. This cause originated in a letter from two individuals purporting to represent the Union, with a complaint that was not entirely clear. Efforts to get more information proved fruitless. The Commission, therefore, closed the case.

Case No. 3291. International Union of Operating Engineers, Local Union No. 1 vs. Packing Plants. Denver, Colo. Notice was received from the Union indicating that a contract with some changes from the current contract was presented to the employers. Investigations indicated that negotiations were being conducted

in an amicable manner and that a contract was agreed upon which awaited only the signatures of the parties involved. Hence the Industrial Commission terminated jurisdiction on October 23, 1941.

Case No. 3292. International Hod Carriers', Building and Common Laborers' Union of America vs. Building Contractors of Pueblo. Notice was given by the Union of a desire to sign a new contract at the higher rate of pay. Numerous contacts were made by the Commission which disclosed that an agreement was difficult. Upon application, the case was set for hearing on December 11, 1941, in Pueblo. With the assistance of the Commission, an agreement was reached between the representatives at the hearing which culminated in the signing of a contract.

Cases 3293, 3294, 3295. Chauffeurs, Teamsters and Helpers vs. Employers of Union Members. These three cases are combined for the reason that all involved the teamsters Union with the various transport companies whose lines extended over certain territories and also the warehouse men in the employ of these companies. In all, 42 employers were involved. Because of the large number of people concerned with the case and because a contract with one group hinged on the agreement with another, and also because many of the employers were national truck lines and contracts were being negotiated for the western United States in Chicago, the 30-day cooling off period was not sufficient to bring about a complete settlement. Three hearings were held on specific provisions affecting Colorado and numerous contacts and conferences were held to expedite the final agreement. An agreement was reached involving the warehouse men, and it was further agreed that whatever contract was signed with the over-the-road teamsters in Chicago, would be made retroactive in Colorado. These cases were placed in the position where the Commission could, with reason, believe that it could be of no further service and, therefore, entered an order terminating jurisdiction, January 22, 1942.

Case No. 3296. Pueblo Typographical Union No. 175 vs. Job Printers of Pueblo. Nov. 4, 1941. Information was received to the effect that it was the intention of the Union to negotiate contracts containing a new scale of wages with the employers. Contact by the Commission indicated that negotiations were proceeding and that the further services of the Commission would not be requested. The Commission, being satisfied that there would be no trouble, terminated its jurisdiction at the end of 30 days. Shortly thereafter a contract was signed.

Case No. 3297. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 24 vs. Contractors of Heavy Construction. Dec. 17, 1941. This case grew out of a desire on the part of the Union to raise their wages above the scale of other building trades. Conferences were held with the employers and the other trades which resulted in a mutual agreement. This Union petitioned the Commission to hold a hearing on the virtues of the case. At the hearing the Union declared it was not ready to proceed and asked that the hearing be con-

tinued. The Commission decided that since many conferences had been held and the cooling-off period required by law having elapsed, it was now time to enter an order terminating jurisdiction.

Case No. 3298. International Association of Machinists, District Lodge No. 86 vs. Tivoli Brewing Company. Denver, Colo. Oct. 18, 1941. Notice was received from the Union indicating that the employer had been asked to sign a contract. Frequent investigation and conferences were necessary for the reason that a Union jurisdictional dispute developed which no one but themselves could settle. When the controversy between the Unions was settled, the employer signed a contract.

Case No. 3299. Milk Drivers and Dairy Employes' Local Union No. 537 vs. Supreme Dairy Company. Denver, Colo. Oct. 20, 1941. A proposal was made by the Union to enter into contractual relations with this employer, where none had before existed. Charges of discrimination against Union members were investigated, and it was found that the Company had sufficient reasons for discharging three employes. The conferences were held, which seemed to indicate that an agreement would be reached; therefore, the Commission terminated jurisdiction at the end of 30 days. Subsequently the question arose as to the number of employes represented by the Union. A check of the Union books and of the payroll of the Company indicated that a majority were members, therefore, a contract was signed.

Case No. 3300. United Brick and Clay Workers vs. Pueblo Clay Products Company. Notice was received from the Union of a desire to sign an original contract with this employer involving a raise in wages and a closed shop. Contacts by the Commission indicated that negotiations were not progressing rapidly; therefore, a conference was held in Pueblo, where a meeting of the minds was effected, which was followed by a signing of the contract.

Case No. 3301. For convenience in keeping records, this case was combined with No. 3297.

Case No. 3302. International Association Sheet Metal Workers vs. Employers. This cause came regularly to our attention with a notice of a continuation of the contract at a higher scale of wages. Investigation by the Commission indicated that there was no serious disagreement between the employers and the employees, except as to wages, and that that disagreement could be ironed out between them; therefore, the Commission at the end of 30 days terminated its jurisdiction.

Case No. 3303. Employes vs. Denver Mutual Oil Company. Complaint was received that the hours of employes of this Company were unreasonable. Investigation was launched by the Commission to establish the facts. It appeared that the hours were considerably out of line with other employments, and with the wages paid. However, the investigation also disclosed that there had recently been a turnover in ownership of the property and

that they were going through a reorganization period and that there was no intention to expect more than was reasonable from the employes.

Case No. 3304. Employes vs. Sixteenth Avenue Garage. The Commission was in receipt of a complaint that the wages paid by this employer were too low for the amount of hours required. Investigation indicated that the hours and wages were comparable to those paid in the business. No further complaints having been received, the Commission closed the file in the case.

Case No. 3305. United States Vanadium Company vs. Employes. Uravan, Colo. Oct. 16, 1941. This cause, upon investigation, proved to be a complaint that the truck system law was being violated. Further investigation disclosed that the Company operated a boarding house for the convenience of the employes and that the latter had the choice of patronizing it, or not. The Company was advised that this be made perfectly clear to the employe, and, on being assured that it would be, the Commission closed the case.

Case No. 3306. International Molders and Foundry Workers, Local Union No. 188. Denver, Colo. Oct. 16, 1941. Notice was given the Commission by the Union that unless a satisfactory agreement was reached with the employer, a strike would occur. We suggested to the officials that the object was to reach an agreement and that perhaps a more moderate approach would be more conducive to that end. Acting on this advice, a mutual agreement was reached in two weeks, whereupon the Commission closed the case. Seventy-five employes were involved.

Case No. 3307. International Association of Machinists, District Lodge No. 86, vs. Yellow Truck and Coach Manufacturing Company, General Motors Truck and Coach Division. Denver, Colo. Oct. 30, 1941. The Union presented a continuation contract to the employer and to the Industrial Commission. Aside from some delay in getting the approval of the head office of the Company, the negotiations were carried on satisfactorily. At the end of the cooling-off period, being assured that no interruption to employment would occur, the Commission terminated jurisdiction.

Case No. 3308. International Association of Machinists, District Lodge No. 86 vs. Safeway Stores, Inc. Denver, Colo. Oct. 30, 1941. This case originated in the proposal by the Union to sign an original agreement with the employer. In due time the negotiations were undertaken, and there being no request for a hearing or any intimation that such a request would be made, the Commission terminated its jurisdiction.

Case No. 3309. International Association of Heat and Frost Insulators and Asbestos Workers, Local Union No. 28. Denver, Colo. Nov. 26, 1941. This cause originated in a demand by the Union of an increase of 20 cents per hour for their employes. Some officials of the Union believed it would be good policy to present the demand to only two of several employers of their members, thus freezing out the neglected employers from Union jobs. An informal discussion of the Sherman Antitrust Law convinced the

officials that such action was unwise. Thereafter all employers were placed on the same competitive position so far as wage rates were concerned. Since the Commission was not informed of the names of the employers involved, the case was closed November 26, 1941 for lack of information.

Case No. 3310. State Federation of Labor vs. Deaf and Blind School, State of Colorado. Dec. 11, 1941. Complaint was filed with the Commission alleging that the Contractor building an addition to the Deaf and Blind School in Colorado Springs, was not paying the prevailing rate of wages as required by law. Investigation disclosed that there was an evident lack of information exchanged between the parties involved, and after several conferences with the parties concerned, an agreeable understanding was reached and work proceeded.

Case No. 3311. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 943 vs. Town Talk Bakery. Nov. 13, 1941. The proposal of the Union was to place the employers of the Colorado Springs branch under the same contract prevailing in the Denver area. Nine men were involved in the case. Numerous conferences with the employer, the Union representative and the workmen themselves eventually terminated in a mutual understanding.

Case No. 3312. Employes vs. Holly Sugar Company. The first information to reach us on this case was a wire from the home office of the Union in Kansas City, Kansas, advising us that it was proposed to strike all the plants of the Holly Sugar Corporation in the Western states including those of Colorado. Justification was that the Commission of Conciliation in the U. S. Department of Labor had tried to adjust the controversy without success. The Kansas City office was notified by the Commission that no notice had been given and the requirements of the Colorado law explained. Considerable correspondence followed, which was a further explanation of the operation of the cooling-off period provision in the Colorado law. Although complete information was not furnished us as to the outcome, we assumed that a satisfactory agreement had been reached. We, therefore, closed our file November 25, 1941.

Case No. 3313. Pueblo Typographical Union No. 175 vs. Pueblo Star-Journal Chieftain Publishing Corporation. Nov. 4, 1941. This case was the result of the annual renegotiation of the contractual relations under which this employer had operated for many years. Contacts indicated that there were no insurmountable difficulties in the way of reaching the usual agreement. Therefore, when sufficient time had elapsed, the Commission entered an order terminating jurisdiction.

Case No. 3314. Retail Clerks International Protective Association, Local Unions Nos. 420 and 454 vs. The May Company. Denver, Colo. This is a case growing out of a demand by the Union for an original contract involving principally a closed shop. Five hundred sixty employes were involved. A dispute arose as to

the authority of the Union to represent the employes and that matter was referred to the National Labor Relations Board. It appearing to the Commission the decision of that board was all that prevented an understanding between the parties concerned, it entered an order terminating jurisdiction.

Case No. 3315. Stiers Bros. Construction Company vs. International Hod Carriers', Building and Common Laborers' Union of America. Denver, Colo. Nov. 4, 1941. Information reached the Commission that there was a stoppage of work on the west end of the Big Thompson Water Diversion Tunnel. Investigation at the place of employment convinced the Commission that while both parties were to blame for the misunderstanding that the stoppage was more in the nature of a lockout than a strike. Orders were issued to resume work under the conditions prevailing before the stoppage occurred. Negotiations were then undertaken to clear up any misunderstandings that would again interrupt the digging of the tunnel. Complications arose through lack of agreement between the different Unions engaged on the job. All of these were successfully ironed out and a mutual agreement was reached which kept the work going until it was closed down on account of the war.

Case No. 3316. Amalgamated Meat Cutters and Butcher Workmen of North America vs. Retail Grocers of Greeley. Oct. 11, 1941. This case was a proposal by the Union to make continuation contracts with some and original contracts with others of the retail meat markets in Greeley. None of the parties concerned in the case seemed disposed to prosecute it, and when sufficient time had elapsed the Commission terminated its jurisdiction.

Case No. 3317. Steel Workers vs. Structural Steel Fabricators. Denver, Colo. The Union, in this case, proposed continuing contracts with their employers, and in conformity with provisions of the existing agreement four months' notice of an intended change was given. The Commission held this case open longer than was usual because of the four months' notice. However, satisfactory agreements were reached without the necessity of holding a hearing. The case was, therefore, closed on February 4, 1942.

Case No. 3318. Chauffeurs, Teamsters and Helpers, Local Union No. 13 vs. Haines Motor Freight Line. Denver, Colo. Nov. 25, 1941. Complaint was made to the Commission that this employer was not conforming to the contract, of which he was a party, in that one of his employes was being paid at a rate less than that provided in the agreement. Upon being contacted the employer defended himself by denying that he was violating the contract. The complaint was brought by the Union and despite our efforts the employe alleged to be injured refused to become a party in the case. Lacking a prosecutor with first-hand information, the Commission closed the case when it could be of no further service.

Case No. 3319. International Association of Machinists, District Lodge No. 86 vs. Denver-Chicago Trucking Company.

Denver, Colo. Feb. 17, 1942. The Union proposed an original contract with this employer involving some changes in working conditions. After several conferences the parties concerned reached a meeting of the minds and a contract was signed.

Case No. 3320. United Mine Workers of America vs. Operators of Colorado and New Mexico; Colorado Fuel and Iron Corporation; Northern Colorado Coal Operators. Denver, Colo. Oct. 27, 1941. The file in this case was cancelled.

Case No. 3321. Produce Drivers, Helpers and Warehousemen, Local Union No. 452 vs. Booth Fisheries Corporation. Denver, Colo. Nov. 25, 1941. This case originated in the proposal of the Union that the employer sign a contract. Investigation and contacts indicated that negotiations were progressing and a satisfactory agreement was signed within the 30-day period. The Commission, therefore, closed its file. Subsequently a complaint was made that the same Union agreed to a more favorable contract with this employer's competitors. While the Commission was without power to change a contract, it did advise that contracts be made uniform under similar conditions. Union officials promised to correct the matter, and no further complaint was made.

Case No. 3322. Sign and Pictorial Painters Local Union No. 1045, Denver, Colo. vs. Art Neon Sign Company. Nov. 17, 1941. This case started with an illegal strike on the part of the employes, whose representatives immediately requested a hearing by the Commission. The Commission informed the Union that all strikers must again become employes before it was in a position to act. The employes returned to work, and the case was set for hearing. Before that hearing was held the employers and employes reached a mutual agreement, which made the holding of the hearing unnecessary.

Case No. 3323. Cosmopolitan Hotel vs. Employes. Denver, Colo. Oct. 30, 1941. The employer in this case proposed to raise wages without the customary 30 days' waiting period, which proposition received no objection from either the Commission or the employes.

Case No. 3324. Produce Drivers, Helpers and Warehousemen, Local Union No. 452 vs. Ellis Canning Company. Denver, Colo. Dec. 20, 1941. The employes of this Company went on strike without Union affiliation. The above Union proposed to represent the employes in an effort to settle the trouble. This was satisfactory to the employes and to the employer. Fifty-five teamsters were involved. The Union representatives and the employer conferred, with the result that an agreement was reached and the employes returned to work.

Case No. 3325. Building Service Employes. International Union Local No. 105 vs. Contractor Window Cleaners. Denver, Colo. Notice was received from the Union that the employers were presented with a continuation contract to sign, on November 3, 1941. Investigation disclosed that the existing contract had until April 1, 1942, to run. When this was brought to the attention of

responsible members of the Union, the proposal was withdrawn, and the Industrial Commission closed the case.

Case No. 3326. International Brotherhood of Electrical Workers vs. Southern Colorado Power Company. Pueblo, Colo. January 15, 1942. This cause was originated by a proposal of the Union to sign an original contract with this employer. Frequent contacts indicated that the Union did not represent the employes. After a lapse of some 60 days the Company withdrew its objection, and a satisfactory agreement was signed between the parties involved.

Case No. 3327. International Union of Operating Engineers vs. Liquid Carbonic Corporation. Denver, Colo. Jan. 7, 1942. This case involved the continuation of the existing contract. Negotiations were carried on amicably and a mutual agreement reached. The Commission, therefore, closed its file in the case.

Case No. 3328. United Brotherhood of Carpenters and Joiners, Local Union No. 1396. Arvada, Colo. Nov. 27, 1941. A letter was received from the Union officials stating that the Union had voted to increase their wage scales. The Commission failed in getting any more information as to what notification, if any, had been given to the employers, so that negotiations could be undertaken. The Commission, therefore, closed its file in the case.

Case No. 3329. United Mine Workers of America, District No. 15 vs. The Independent Mine Owners' Association of Fremont County, Colo. Nov. 14, 1941. Information reached the Commission to the effect that the coal miners in the Florence district were on strike. Immediate investigation indicated that the work had been stopped and that a wildcat strike was in progress. Efforts of the Commission to induce the strikers to again become employes failed. Efforts of the Union officials to induce the men to return to work immediately also failed. The Commission representative was asked to preside over conferences between seventeen employers and the representative of the Union. An order from the Commission requiring the miners to return to work was effective and the conciliation committee proposed a meeting of the minds which removed the causes of the interruption of work in the first instance.

Case No. 3330. Retail Clerks' International Protective Association, Local No. 422 vs. Montgomery Ward and Company. Greeley, Colo. Nov. 17, 1941. This case was a proposal by the Union to sign a contract with this employer, affecting the Greeley store. Representatives of each side presented proposals and counter-proposals, and the negotiations apparently proceeding normally, and there being no request for a hearing by the Commission, it terminated its jurisdiction at the end of the 30-day period.

Case No. 3331. International Union of Mine, Mill and Smelter Workers, Local Union No. 560 vs. Denver Fire Clay Company. Dec. 4, 1941. This case originated in an inquiry by the Union officials, who were strangers in Colorado, as to what would be expected of them in the event of a strike. Investigation developed that these representatives had done everything required of them

except that they neglected to notify the Industrial Commission of the undertaking of negotiations. This notice was regularly given the Commission, which held the case open for 30 days, during which the contacts with both parties involved indicated that negotiations were being conducted in good faith. Upon expiration of the 30 days following the notice it received, the Commission entered an order terminating its jurisdiction.

Case No. 3332. International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local No. 507 vs. G. W. Phillips and Company. Denver, Colo. This case would have been included in Case No. 3317, had not circumstances which no one could control prevented the signing of the contract by this employer, at the same time identical contracts were signed by other employers in the industry.

Case No. 3333. Chauffeurs, Teamsters and Warehousemen's Local Union No. 13, and International Association of Machinists, District Lodge No. 86 vs. Goldberg Brothers. Denver, Colo. Nov. 19, 1941. These Unions and this employer entered into brief negotiations and signed a contract. The Commission was later notified that this agreement had been reached, and it, therefore, closed its file in the case.

Case No. 3334. Apprenticeship Standards for Cleaning and Dyeing Trade in the Denver Area. Oct. 27, 1941. This file consists of the apprenticeship standards recommended by the State Supervisor of Apprenticeship and applying to the cleaning and dyeing industry.

Case No. 3335. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Continental Can Company. Dec. 29, 1941. The Union declared that the majority of the employes of this Company were members and that they, therefore, desired to sign a contract with it. Conferences developed that there was no difference of opinion as to hours and wages and that a contract would be signed promptly, except for the closed shop provision. Upon the expiration of 30 days and the assurance of both parties that an agreement would be reached without an interruption of work, the Commission terminated jurisdiction.

Case No. 3336. Milk Drivers and Dairy Employes, Local Union No. 537 vs. Dairies. Denver, Colo. This case originated in the desire of the Union to sign contracts with sixteen dairies. As many of these dairies had not had previous contractual relations with the Union, the negotiations were not of short duration but were on the whole friendly. However, the Department of Labor sent their conciliator to the scene to complete the negotiations. Having held the case open for 30 days and having not been solicited to hold a hearing, the Commission terminated jurisdiction January 17, 1942.

Case No. 3337. Griffiths Coal Company vs. United Mine Workers of America. Dec. 11, 1941. This case was an outgrowth of the case recorded as Case No. 3329. This employer was not affected by the wildcat strike at the time other employers were,

but subsequently the employes in this mine refused to enter until certain conditions had been met. Investigation by the Commission indicated that both parties were at fault, and, upon being told of their obligations, the matter was settled and the mine opened.

Case Number 3338. International Hodcarriers, Building and Construction Laborers, District Council 959 vs. Denver General Contractors Association. Notice was received from the Union indicating that they were about to open negotiations with the employers for an increase in wages. Mediation conferences convinced the Commission that the case could best be settled at a hearing. The hearing was held on March 19, 1942. The dispute that developed was not in regard to the amount of wages so much as it was concerning the classification of laborers. After the taking of evidence so that all parties knew the feeling of other parties, and at the suggestion of the Commission, a conference was held between the parties concerned in the hearing room and an agreement reached.

Case No. 3339. Glass Workers and Glaziers Local Union No. 930 vs. Denver Glass Companies. This case grew out of a request by the Union for a raise in wages amounting to 20%. Eighty employes of the eight firms were involved. Proposals and counter-proposals were regularly made and the Commission was assured by all parties concerned that a satisfactory agreement would be reached. The Commission, therefore, terminated its jurisdiction on January 8, 1942.

Case No. 3340. S. S. Magoffin Company, Inc. vs. International Union of Operating Engineers, Colorado-Big Thompson Tunnel Workers and International Union of Electrical Workers. This cause was the result of a desire on the part of all parties concerned to clarify the contract already in existence between them, particularly as to travel allowance. There being no objection to the clarification, the case was closed.

Case No. 3341. International Association of Machinists, District No. 86 vs. Weicker Transfer Company and Gallagher Transfer Company. The Union represented sixteen employes of these two employers in a request for an increase in wages from 80c to $1.00 per hour. Negotiations dragged because of illness and for that reason the case was held open for a longer period than usual. Contacts indicated that an agreement could be reached without the interruption of work. Therefore, the Commission terminated its jurisdiction on February 17, 1942.

Case No. 3342. Chauffeurs, Warehousemen and Helpers, Local Union No. 146 vs. Transfer Firms of Pueblo. Notice was received from the Union in the form of a copy of a letter to six transfer firms expressing the desire to open negotiations for a continuance contract. Efforts of the Commission to obtain information as to the progress were unsuccessful except that one of the firms, Weicker Transfer, had signed an agreement satisfactory to both parties. No hearing having been requested, this case was closed thirty days after the original notice was given.

Case No. 3343. Tile Layers, Marble Masons and Terrazzo Workers, Local Union No. 6 vs. Tile and Marble Contractors of Denver, Colorado. Notice was received from the Union December 4, 1941, which indicated that they were requesting an increase in wages from five Tile and Mantle firms in Denver. Negotiations were conducted normally and the Commission having received no request for a hearing, decided it could render no valuable service in the case. Therefore, on the 17th of February, 1942, it terminated jurisdiction.

Case No. 3344. Delivery and Taxicab Drivers and Helpers, L. U. No. 435 vs. Reuler-Lewin, Inc. Notification was received from the Union indicating a desire for an increase in wages. Twelve employes were involved. Investigation showed negotiations were being carried on in good faith. A contract was signed before the expiration of the cooling-off period. Thereupon, the Commission closed the case

Case No. 3345. Chauffeurs, Teamsters and Helpers, L. U. No. 13 vs. Red Dot Oil Company. Request was received from the Union by the Company and the Commission for a closed shop. Investigation showed that a Union shop rather than a closed shop was the desire of the company. A conciliation meeting was held which resulted in an understanding that was satisfactory to all. The case was closed on February 5, 1942.

Case No. 3346. Colorado State Federation of Labor vs. State Highway Department and Ed H. Honnen. Protest was received from the State Federation concerning the wages paid on the Loveland Tunnel job. The claim was that many classifications of labor were necessary in tunnel work that did not appear in highway work, and that the prevailing wage rates applied only to the latter. The Commission pointed out that the prevailing wage order specified three classifications, namely, skilled, semi-skilled and common labor and that all work would fall into one of these three classifications. The Unions concerned carried on negotiations with the contractor, looking toward higher rates than the minimum prescribed. Negotiations did not bring a settlement and pickets were placed on the job. The contractor thereupon shut down the work until the matter should be adjudicated. When war was declared, the pickets were withdrawn for the reason that this tunnel was deemed to be a strategic military road. Work has been proceeding since that time.

Case No. 3347. United Mine Workers of America, L. U. No. 5937 vs. Corley Coal Company. Complaint was received from the Union office at Florence that this Company was discriminating against Union employes. Investigation showed that several Union men had been discharged. A conciliation meeting between the parties involved resulted in an understanding that was satisfactory to all.

Case No. 3348. Bakers and Confectionery Workers, L. U. No. 26 vs. Merchant Bakers of Denver. This case grew out of a desire by the Union to reopen the contract then in existence for

the negotiation of a new wage scale. The contract provided that this could be done before the expiration of the contract in the event war was declared. Notice was received December 18, 1941. Sixteen bakeries were involved. Because of the number of employers, the negotiations were not concluded within the thirty days' period, but as both parties believed a hearing might be necessary, the Commission retained jurisdiction until March 25, 1942. By that time, conferences had effected a settlement of the dispute and the Commission terminated jurisdiction.

Case No. 3349. Delivery and Taxi Drivers and Helpers, L. U. No. 435 vs. A. Carbone and Company. Notification was received from the Union which indicated that a change in wages was desired. Twenty-eight employees were involved. Controversy arose as to when the contract could be opened. A mediation meeting settled the matter and a contract was signed which was approved by both parties.

Case No. 3350. Building Service Employes, L. U. No. 105 vs. Nine Office Buildings. This proposition started out to include all office buildings but it was found that the membership of the Union did not extend to them all. Conferences were carried on between the Union representatives and agents for nine buildings. Examination of Union membership and payrolls indicated a majority of the employes belonged to the Union. Numerous contacts convinced the Commission that a satisfactory agreement could be reached and there being no request for a hearing in the matter, the Commission terminated its jurisdiction.

Case No. 3351. International Union of Operating Engineers, L. U. No. 9 vs. Contractors of Pueblo. Notice was received from the Union that a new schedule of wages would be in effect in Pueblo areas. Conferences were held which led to an understanding as to the means of arriving at a conclusion and at the end of thirty days the Commission terminated its jurisdiction.

Case No. 3352. International Brotherhood of Teamsters, Chauffeurs and Warehousemen, L. U. No. 943 vs. Perry Truck Line. Notice was received by the Commission on December 26, 1941, of its intention to negotiate a new contract. A former dispute was carried over into the negotiations but as both sides preferred to settle the matter between themselves, the Commission terminated its jurisdiction at the end of the cooling-off period.

Case No. 3353. American National Bank vs. Employes. This case was the result of a proposed 10% increase in wages, beginning a week after the notice was presented, there being no objection on the part of the employes, or of the Industrial Commission, the case was closed.

Case No. 3354. Technical Engineers, Architects and Draftsmen, L. U. No. 21 vs. Employes. This case consists of a notification that the local Union had, for the first time, set up wage rates for the various classifications. The case was regularly closed.

Case No. 3355. The Newspaper Guild of Denver, L. U. No. 74 vs. Denver Post, Rocky Mountain News. Notification was received from the Union by the Industrial Commission and the newspapers that an increase was sought in the new contract. Numerous contacts indicated that negotiations were proceeding normally and an agreeable contract was signed before the expiration of the 30-day period. The Commission, therefore, closed its file.

Case No. 3356. Bakery and Confectionery Workers, L. U. No. 226 vs. Starr Packing Company. This proposal was made by the Union that the employer operate a closed shop. Investigation indicated sixteen employes were involved. The employer, although operating a closed shop in Denver, was reluctant to operate in the same way in Colorado Springs until his competitors were similarly organized. The conferences held by the Commission representatives finally resulted in an agreement and the Commission terminated its jurisdiction.

Case No. 3357. Building Service Employes, L. U. No. 105 vs. Bayly-Underhill. A continuation contract was presented by the Union which was entirely satisfactory to the employer and the contract was signed upon presentation.

Case No. 3358. International Union of Operating Engineers, L. U. No. 1 vs. Colorado-Wyoming Clay Products. Notification received by the Commission was unsatisfactory in that it did not contain sufficient information. Although the current contract had a provision for reopening for wage adjustments, these proposals were not made at the right time. For these reasons the case was closed.

Case No. 3359. Milk Drivers and Dairy Employes, L. U. No. 537 vs. Denver Local Bottle Exchange. A proposal was made by the Union which would require the employer to operate as a closed shop and to pay certain wage scales. Investigation disclosed that the employer did business with so many individual dairy farmers that it would be impractical to operate as a closed shop. Mediation conferences produced an agreement as to the wages to be paid without any provisions that would curtail the amount of business done.

Case No. 3360. Retail Clerks' L. U. No. 308 vs. Safeway Stores, Inc., East Side Piggly Wiggly. Notification was regularly received that negotiations between these parties had resulted in a signed contract. The Commission closed the case February 3, 1942.

Case No. 3361. Retail Clerks' L. U. No. 308 vs. City Market and Wakefield Grocery. Negotiations in this case were carried on in a businesslike manner, and in due time resulted in a signed agreement. On February 3, 1942, the Commission closed its file in the case.

Case No. 3362. International Union of Bridge, Structural & Ornamental Iron Workers, L. U. No. 24 vs. Employers of above

Union. This case arose through a request by the Union that the Commission hold a hearing on proposed new rates of wages. The Commission advised that the Union contact the employers with the object of reaching an agreement. When this was done, many employers protested the higher rates and also requested a hearing. That hearing was held on March 19, 1942. Only one representative of the Union appeared, who said he was not authorized to negotiate an agreement, but that the hearing was unnecessary for the reason that these workers were being paid the rates demanded because of the amount of work to be done. An order terminating jurisdiction was entered when it was indicated that no possible good would be served by the holding of a hearing.

Case No. 3363. Bakery and Confectionery Workers, L. U. No. 226 vs. Zim Bread Company. Colorado Springs. Notice was received from the Union indicating an attempt to negotiate a new contract with this employer. Five men were employed. Mediation conferences were held at which it was indicated that the outcome of this case was dependent on the outcome of No. 3356. When it appeared likely that there would be no interruption of employment, the Commission terminated its jurisdiction after thirty days.

Case No. 3364. Cosmopolitan Hotel vs. Employes. Notice was received from the employer of an intention to raise wages in certain classifications and to make the raises retroactive. There being no protest from the employes or the Commission, the case was closed.

Case No. 3365. Bricklayers and Masons, International Union No. 2. This case consisted of a proposal to continue the current contract but with a change in wages. Investigation by the Commission indicated that negotiations were proceeding normally and that the necessity of a hearing during the 30-day period was not apparent. The file was, therefore, closed.

Case No. 3366. International Union of Operating Engineers, L. U. No. 1 vs. The Tivoli Union Company. Notice was received from the Union of an intention to negotiate a continuation contract. The question was raised as to the representation of the Union and the dispute was referred to the NLRB; whereupon, thirty days having expired, the Commission terminated its jurisdiction.

Case No. 3367. Pride-of-the-West, Inc. This case consisted of an exhaustive investigation by the Commission into the cause of the explosion in the mine which cost the lives of eight miners. Testimony was taken at Silverton from all parties who had any knowledge of the circumstances and orders were issued designed to prevent such catastrophies in the future.

Case No. 3368. International Hod Carriers', Building and Common Laborers' Union of America, L. U. No. 1168 vs. Employers of Members of Said Union. Greeley, Colo. Jan. 14, 1942. Notice from Union that scale for common labor would be 71½c per hour and $1.00 per hour for semi-skilled labor. Union advised

that notice did not contain information sufficient to comply with law, and setting forth proper procedure. Letters of Commission ignored. Case closed for the reason that Commission's letters were ignored and Union failed to comply with law.

Case No. 3369. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, L. U. No. 6 vs. Rio Grande Motorway. Grand Junction, Colo. Jan. 15, 1942. Notice from Union advising that negotiations would be opened for a new contract for 1942, providing for a change in wages and working conditions, due to advance in cost of living. One hundred fifty employes involved; one employer. No protest. Jurisdiction terminated after thirty days, the law having been complied with.

Case No. 3370. Operative Plasterers and Cement Finishers, Local No. 577 (Cement Finishers) vs. Associated General Contractors of Denver, Colo. Jan. 15, 1942. Eighty employes involved: approximately 40 employers. Notice from Union informing Commission that on and after April 1, 1942, the wage scale for cement finishers would be $1.50 per hour instead of $1.43. Union conceded 8-hour day and elimination of double time clause from agreement; contractors agreed to wage increase and troweling machine clause. All controversial matters amicably settled and agreements signed by both parties. Case closed.

Case No. 3371. United Mail Order and Retail Employes of Denver, L. U. No. 269 (United Retail, Wholesale and Department Store Employes) CIO vs. Colorado Milling and Elevator Company. Longmont, Colo. Jan. 21, 1942. Notice from Union that it had been in negotiation with employer to reach an agreement in regard to wages, hours and type of Union contract; that employer has refused to increase present rate of 40c per hour; that the Union membership voted to strike if agreement could not be reached. Eleven employes involved; one employer. File closed. Case not prosecuted by Union.

Case No. 3372. Bakery Drivers and Salesmen's Union No. 219 vs. Denver Wholesale Bakeries. Denver, Colo. Jan. 23, 1942. Notice from Union that employers had been sent copy of a proposed new agreement covering requested changes in hours, wages and working conditions, to become effective May 1st, the early notice being a requirement of existing contract. Information requested by Commission was not furnished by parties hereto. Case closed.

Case No. 3373. United Cannery, Agricultural, Packing and Allied Workers of America, CIO. Union filed copy of brief presented by it at the sugar hearings of the Department of Agriculture, which included the rate of wages proposed by said Union in the beet fields for beet laborers, which Commission accepted as notice of intent to comply with law. Case closed.

Case No. 3374. Painters, Decorators and Paperhangers of America, L. U. No. 171 vs. Painting Contractors. Colorado Springs, Colo. Fourteen employers involved. Letter from Union

enclosing copies of new wage agreements signed by painting contractors of Colorado Springs who have agreed to pay new wage scale of $1.25 per hour. Case closed.

Case No. 3375. Combined with No. 3379.

Case No. 3376. United Brotherhood of Carpenters and Joiners of America, L. U. No. 1583 vs. Denver Fixture Companies and Planing Mills. Denver, Colo. Jan. 29, 1942. Seventeen employers; 160 employes. Notice from Union of demand for a change in wage scale and working conditions to become effective on April 1, 1942. Agreement signed changing wage scale from 90c per hour inside shop and $1.43 per hour outside shop, to $1.00 per hour inside shop and $1.50 per hour outside shop. Settled by mutual agreement.

Case No. 3377. Brotherhood of Painters, Decorators and Paperhangers of America, L. U. No. 270 vs. Painting Contractors. Grand Junction, Colo. Jan. 30, 1942. Five employers; 32 employes. Notice from Union of demand for 10 per cent increase in wage scale. Mutual agreement reached between parties providing for said increase. Jurisdiction terminated.

Case No. 3378. Bowling Alley Employes International Union, Local No. 203 vs. Denver Bowling Alley Owners. Nine employers: 120 employes. Notice from Union demanding wage increase and change in working conditions. Jan. 22, 1942. No request for hearing. Jurisdiction terminated.

Case No. 3379. Chauffeurs, Teamsters and Helpers, L. U. No. 13 vs. Colorado-Wyoming Clay Products Association. Denver, Colo. Jan. 28, 1942. Letter from employer enclosing copy of letter sent to Union upon receipt of demand from Union for a change in agreement between the parties, employer calling attention of the Union to Article 8 of existing contract dated March 30, 1939, which provided that agreement shall remain in full force and effect until March 1, 1940, and continue thereafter from year to year unless either party desires a change in agreement or wage scale at such expiration date, in which event 60 days' notice shall be given and negotiations begin immediately after such notification. Case closed for reason that no notice was received from Union, and no further prosecution of case.

Case No. 3380. United Brick and Clay Workers of America vs. Colorado-Wyoming Clay Products Association. Denver, Colo. Jan. 27, 1942. Employer filed copy of its letter to Union advising that demand of employes for wage increase could not be granted. Case closed. Commission not properly notified of any demands.

Case No. 3381. International Union of Operating Engineers Local No. 24 vs. Pueblo Labor Temple. Pueblo, Colo. Nov. 18, 1941. Notice from Union of demand that contract be signed covering engineer at the Labor Temple. Investigation made by Commission. Case closed due to lack of information and proper notice.

Case No. 3382. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, L. U. No. 943 vs. Pikes Peak Fuel Co. Colorado Springs, Colo. One employer; 21 employes. Jan. 31, 1942. Notice from Union of demand for increase in wage scale from 45c to 70c per hour, 8-hour day and 6-day week. Federal conciliator retained by parties to hear dispute. Commission's jurisdiction terminated.

Case No. 3383. Amalgamated Meat Cutters, L. U. No. 641 vs. Capitol Packing Company. Denver, Colo. Jan. 27, 1942. One employer; 60 employes. Demand for change in wage scale. Held before Commission July 21, 1942. Findings and award of Commission ordered that until such time as present contract expires, or is altered and clarified, both parties to the contract shall abide by its terms and provisions and the interpretation of said contract by the Commission as set forth in findings and awards.

Case No. 3384. International Union of Operating Engineers, L. U. No. 1 vs. Denver Ice and C. S. Co., Colo. Ice and C. S. Co., Beatrice Creamery Co., Corbetta Ice Cream Co., Carlson-Frink Co., and Lee Soap Co. Denver, Colo. Feb. 4, 1942. Notice from Union of opening of negotiations for new wage agreements, copy of proposed agreement being enclosed. Jurisdiction terminated after investigation by Commission.

Case No. 3386. Amalgamated Meat Cutters and Butcher workmen, L. U. No. 565 vs. Nuckolls Packing Co. Pueblo, Colo. Feb. 11, 1942. Notice from Union of desire to open negotiations for a new contract, in compliance with Sec. 13 of present contract between parties. Settled by mutual agreement. Case closed.

Case No. 3387. International Union of Operating Engineers, L. U. No. 33 vs. Antlers Hotel Co. and Colo. State School for Deaf and Blind. Colorado Springs, Colo. Feb. 14, 1942. Two employers; 10 employes. Notice from Union of demand for change in wage scale. After investigation by Commission, jurisdiction terminated.

Case No. 3388. United Brotherhood of Carpenters and Joiners of America, L. U. No. 362 vs. R. M. Watts, General Contractor. Pueblo, Colo. Feb. 1, 1942. Complaint by Union that employer required members of Union to work at rates below the Union wage scale of $1.25 per hour. After investigation by Commission showing that Union was attempting to enforce verbal contract, jurisdiction terminated.

Case No. 3389. Sargeant, Malo and Company vs. Employes. Denver, Colo. Feb. 19, 1942. Notice from employer of intention to reduce salaries of part of its employes a maximum of 17%, effective April 1, 1942. No protest. Case closed.

Case No. 3390. International Hod Carriers', Building and Common Laborers' Union of America, Local No. 578 vs. General Contractors. Colorado Springs, Colo. Feb. 19, 1942. Notice from Union of demand for increase in wages for building labor from

62½c to 71⅖c per hour for common labor, and from 75c to $1.00 for semi-skilled labor. Original demands dropped and new set of rates applicable to Camp Carson under consideration by War Department, which negotiations have no relationship with the original demands made in this case. Case closed.

Case No. 3391. Pueblo Printing Pressmen and Assistants Union No. 163 vs. Star-Journal Publishing Corp. Pueblo, Colo. Feb. 21, 1942. Notice from Union of negotiations for a new newspaper contract with employer. Law complied with. Case closed and jurisdiction terminated.

Case No. 3392. Amal. Ass'n of Street Elec. Ry. and Motor Coach Employes, Pueblo Div. No. 662 vs. Southern-Colorado Power Company. Pueblo, Colo. Feb. 19, 1942. One employer; 70 employes. Notice from Union of demand for wage increase of 10c per hour for operators and 13c per hour for car repairmen. Law complied with and no hearing requested. Jurisdiction terminated.

Case No. 3393. International Ass'n of Machinists vs. Sharp Point Fish Hook Co. Denver, Colo. Feb. 17, 1942. One employer; 80 employes. Notice from Union enclosing copy of proposed agreement which had been submitted to employer. After Commission investigation, finding negotiations proceeding satisfactorily, jurisdiction terminated.

Case No. 3394. United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Ass'n, L. U. No. 55 vs. Denver Roofing Contractors' Ass'n. Denver, Colo. Feb. 24, 1942. Ten employers; 150 employes. Notice from Union of negotiation of changes in working agreements with local contractors to provide for an increase from $1.43 to $1.50 for journeymen and 85c to 90c per hour for helpers. Agreement signed to provide increases, effective April 1, 1942. Case closed.

Case No. 3395. International Union of Operating Engineers, Local No. 9 vs. Employers of Members of Said Union. Denver, Colo. Feb. 25, 1942. Notice from union of demand for increase in wage scale from $1.43 to $1.50 per hour and from $1.50 to $1.62½ per hour, no advance for apprentice engineers, effective April 1, 1942. After investigation, case closed, due to non-compliance with request of Commission for information to conform with the law.

Case No. 3396. London Mines and Milling Co. vs. Employes. Alma, Colo. Feb. 16, 1942. New wage scale filed, representing 7c per hour increase, effective Feb. 8, 1942. No dispute. Case closed.

Case No. 3397. Denver Building and Construction Trades Council vs. Master Roofers. A request was made by the Union for an increase in wages from $1.43 to $1.50 per hour. Contacts by the Commission indicated that there was no serious disagreement between the parties involved. When the cooling-off period had elapsed the Commission closed the case.

Case No. 3398. Leyden Miners' Ass'n vs. Leyden Lignite Company. Leyden, Colo. Feb. 24, 1942. New contract between employes and employer filed. No controversy. Case closed.

Case No. 3399. Baldy Coal Company vs. Truck Drivers. Trinidad, Colo. Feb. 17, 1942. Complaint by employer that truck drivers were out on an unauthorized strike. Investigation by the Commission disclosed that dispute was not between employer and employes. Case closed.

Case No. 3400. United Cannery, Agricultural, Packing and Allied Workers of America, CIO Local 218 vs. American Spring Cushion Mfg. Co. Denver, Colo. March 3, 1942. One employer; 28 employes. Copy of proposed agreement as submitted to employer filed with Commission. Referred by Union to Federal Conciliation Service. Case closed.

Case No. 3401. Brotherhood of Carpenters and Joiners of America, L. U. No. 55 vs. Building Contractors and Other Employers of Members of Union. Denver, Colo. Feb. 27, 1942. Notice from Union of demand for increase in wage scale from $1.43 per hour to $1.50 per hour, effective April 1, 1942. Agreement signed. Case closed.

Case No. 3402. Typographical Union No. 82 vs. Commercial Printing Offices in Colorado Springs. Colorado Springs, Colo. Feb. 28, 1942. Five employers; 15 employes. Notice of opening of negotiations for increase in wage scale. Settled by mutual agreement. Case closed.

Case No. 3403. United Brick and Clay Workers, L. U. No. 643 vs. Standard Fire Brick Company. Pueblo, Colo. One employer; 150 employes. Feb. 27, 1942. Notice from Union of opening of negotiations for a new agreement to replace agreement expiring March 31, 1942. No request for hearing. Jurisdiction terminated.

Case No. 3404. Building Service Employes, L. U. No. 105 vs. Denver Window Cleaning Companies. Denver, Colo. Feb. 26, 1942. Copy of contract presented by Union to employers filed with Commission. Four employers; approximately 40 employes. No request for hearing. Jurisdiction terminated.

Case No. 3405. International Union of Operating Engineers, L. U. No. 9 vs. Denver General Contractors Ass'n. Denver, Colo. March 5, 1942. Copy of agreement signed by employes and employers filed with Commission. Mutual agreement. Case closed.

Case No. 3406. Produce Drivers, Helpers and Warehousemen, L. U. No. 452 vs. Denver Ice and C. S. Co., Colo. Ice and C. S. Co., and Beatrice Creamery. March 9, 1942. Notice from Union of a demand for change in hours, wages and working conditions. No request for hearing and information requested by Commission not furnished. Case closed.

Case No. 3407. Denver Taxicab Drivers and Helpers Union No. 435 vs. Miller Furn. Co., Goldberg Furn. Co., and Crown Furn. Co. Notice from Union of intention to negotiate contract covering wages, hours and working conditions. No hearing requested. Case closed.

Case No. 3408. International Union of Operating Engineers, Local No. 9 vs. Fountain Sand and Gravel Company. Pueblo, Colo. March 9, 1942. Notice from Union of intention to negotiate new agreement covering changes in wages, hours and working conditions upon expiration of present contract on April 14, 1942. No request for hearing. Jurisdiction terminated.

Case No. 3409. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Western Feldspar Milling Co. Denver, Colo. March 5, 1942. One employer; 30 employes. Notice of intention to negotiate new agreement. After Commission investigation showing mutual agreement would be reached, jurisdiction terminated.

Case No. 3410. Bakery and Confectionery Workers Int'l Union, Local No. 26 vs. Denver Bakeries and Union Printers' Home, Colorado Springs. Denver and Colorado Springs, Colo. March 26, 1942. Notice from Union of intention to negotiate new contract with employers upon expiration of contract May 1, 1942. No request for hearing. Jurisdiction terminated.

Case No. 3411. Amalgamated Clothing Workers of America, Local No. 263 vs. Gross Wholesale Tailors, Inc., and Arthur Rose Tailors, Inc. Notice from Union March 23, 1942, of intention to negotiate for a change in wage scale to conform with increase going into effect throughout country May 4th. Agreement signed by employers. Case closed.

Case No. 3412. Packing House Workers L. U. No. 641 vs. Denver Wholesale Meat Company. Denver, Colo. April 2, 1942. Notice from Union of intention to negotiate new contract covering changes in wages, hours and working conditions. No request for hearing. Jurisdiction terminated.

Case No. 3413. Amalgamated Ass'n of Street, Elec. Ry, and Motor Coach Employes of America, Div. 1001 vs. Denver Tramway Corp. Denver, Colo. March 27, 1942. Notice from Union setting forth changes desired in contract. Settled by mutual agreement and contract signed. Case closed.

Case No. 3414. International Union of Operating Engineers, L. U. No. 1 vs. Denver Tramway Corp. Denver, Colo. April 7, 1942. Notice from Union of demand for wage increase. Settled by mutual agreement and contract signed by employer and employes. Case closed.

Case No. 3415. International Ass'n of Machinists vs. Aircraft Mechanics, Inc. Colorado Springs, Colo. April 6, 1942. One employer; 375 employes. Notice from Union of demand for revision of Union agreement and request for general 10% increase in wage scale. Settled by mutual agreement. Case closed.

Case No. 3416. Vickers Coal Co. vs. Employes Kenneth Mine. Trinidad, Colo. April 7, 1942. One employer; 12 employes. Notice from employer of change in wage scale. No protest. Case closed.

Case No. 3417. Chauffeurs, Teamsters and Helpers, L. U. No. 13 vs. Resler Truck Lines. Denver, Colo. March 9, 1942. Complaint from Union that employer decreased wages without giving 30-day notice required by law. Investigation by Commission did not disclose sufficient evidence to sustain complaint. Advantage was not taken of opportunity to present additional evidence. Case closed.

Case No. 3418. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Midwest Liquor Company. Denver, Colo. April 15, 1942. Notice from Union of intention to negotiate new contract with employer upon expiration of contract dated March 23, 1942. No request for hearing. Negotiations proceeding satisfactorily. Jurisdiction terminated.

Case No. 3419. Cemetery Workers, L. U. 1117 vs. Mount Olivet Cemetery Association, Crown Hill Cemetery Association, Fairmount Cemetery Association. The first indication of a controversy was received by the Commission on April 10th in the form of a statement from the Union that an agreement was reached providing for common labor at 62½c per hour and grave diggers at 75c per hour. Investigation indicated that the employer had received a similar statement but that no negotiations had been requested. The employers contended that the Union was not representative of the employes. The Union did not deny this except in the case of Riverside Cemetery operated by the Fairmount people. Our next information on the subject was a notice sent to Fairmount to the effect that if the higher wages were not paid within the following three days that the Union would strike the job. The Commission succeeded in contacting the president of the Union and explained the 30-day requirement as a cooling off period after notice had been received. The strike at that time did not materialize. Efforts to contact responsible officials of the Union were not successful. Nothing had been received from it that could be construed as a notice. The State Federation, however, took the matter up and formally notified us that negotiations had been in progress for several weeks without any conclusion being reached. A charge of unjust discharge by the Association of a Union member was investigated and the Association ordered to return the man to work, to which the Association agreed. On June 6, 1942, three days after the notification from the State Federation, the men went on strike. Upon being informed by the Commission of the illegality of the action, the men returned to work. Examination of the Union membership and the Riverside payroll indicated that a majority of the workers were members, which information paved the way to mediation conferences, several of which were held. On June 20th, the employes again went on an illegal strike. The case was filed in District Court charging a violation of the law. For reasons of which the Commission is not advised, the Union and its attorneys opposed the mandatory writ sought by the Commission. The court took the petition under advisement for five days. This served as notice to the employer

to fill his organization with new employes which he proceeded to do. However, through the urging of the Commission, the employer agreed to reinstate the old employes. The objection of the Commission in presenting the petition having been accomplished without the assistance of the court, the petition was withdrawn. Another mediation conference was held the following day. This produced the first definite proposal to be presented. The Cemetery Association, after conferring with its directors, believed it was an unreasonable proposal and it was further stated that they were not of a mind to deal further with the Union. The negotiations having reached a stalemate and the Commission having done everything within its power to effect an agreement and having failed, it terminated its jurisdiction. Subsequently, a strike was called which investigation showed did not interfere with the operation of the cemetery. The strike thereafter petered out.

Case No. 3420. Waiters and Waitresses Local Union No. 14 vs. 92 Union Restaurants. Notice was received from the Union proposing a change in wages in the contract about to be negotiated. Frequent contacts with all parties concerned indicated there was no insurmountable differences between them. At the end of 30 days, there being no apparent need for a hearing, the Commission terminated jurisdiction. Shortly thereafter a satisfactory agreement was reached which involved about 500 employees.

Case No. 3421. Journeyman Barbers International Union Local No. 42 vs. Barber Shops of Colorado Springs. Negotiations were opened by the Union, with the Master Barbers, and there being no dispute that could not be settled between the parties involved, the Commission terminated jurisdiction on May 25, 1942, 30 days after the original notice was received.

Case No. 3422. Union Painting Contractors Association vs. Painters Joint Committee. This question arose due to the expiration of the existing contract. After several meetings, it was mutually agreed that the same contract be continued for another year. The Industrial Commission closed the case April 29, 1942.

Case No. 3423. Denvers Cooks' Association, Local No. 18 vs. 46 Union Restaurants. This is a companion case to No. 3420. Negotiations were carried on simultaneously where both causes coincided. Frequent contacts by the Commission indicated that these negotiations were being carried on in a businesslike manner, and there being no request for a hearing, the Commission terminated jurisdiction.

Case No. 3424. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 943 vs. Mowry Creamery. Notice was regularly received from each Union of a desire to change the hours and wages in a new contract. Investigation indicated that negotiations were progressing satisfactorily. There being no request for a hearing, the Commission terminated its jurisdiction May 22, 1942.

Case No. 3425. International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local Union No. 507 vs. Colorado Builders' Supply Company. The Commission was notified of a desire by the Union to sign a continuing contract for this Company's Denver plant and a new contract for its Pueblo plant. About 70 employes were involved. Negotiations were carried on in good faith but an agreement was delayed through press of business. There being no request or apparent need for a hearing, jurisdiction was terminated. Subsequently the copies of the signed agreements were received.

Case No. 3426. Delivery and Taxicab Drivers and Helpers, Local Union No. 435 vs. Rocky Mountain Motor Company. This case was opened with a regular notice April 28, 1942. Several points of difference arose to hamper satisfactory agreement. During these negotiations the current contract expired but, through the efforts of the Commission, it was agreed that it would stay in effect until a new contract was signed. The Commission, succeeding in getting the negotiations under way, terminated its jurisdiction May 28, 1942. Later, receiving complaint that negotiations had broken down, we urged both sides to come to some agreement or to frankly disagree. The 150 employes involved were on strike July 1 and 2, after which a satisfactory agreement was reached.

Case No. 3427. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. Lee Soap Company. Negotiations were opened May 1, 1942, which were conducted in good faith by both parties. Investigation by the Commission indicated that there was no need for a third party intervention; therefore jurisdiction was terminated at the expiration of the 30-day period.

Case No. 3428. Packing House Workers, Local Union No. 641 vs. Denver Wholesale Meat Company. Notification was received by the Commission and the Company, which expressed the desire of the Union to enter into contractual relations with the Company. A conciliation meeting ironed out most of the difficulties that naturally arise upon the writing of a new agreement. In due course a satisfactory agreement was reached, and the Commission closed its file in the case.

Case No. 3429. Cooks, Waitresses and Bartenders, Local Union No. 554 vs. LaCourt Hotel. Complaint was received that this employer was violating several of the labor laws, and, also that although the Union represented the employes, the employer refused to negotiate. A thorough investigation was made, which disclosed that there was no violation of the laws and that there were few, if any, Union members working for this employer. Upon informing all parties as to the findings of the Commission, the case was closed.

Case No. 3430. International Union of Operating Engineers, Local Union No. 1 vs. Merchants Biscuit Company. The notification of a continuation contract between these parties was a

matter of routine that needed no intervention on the part of the Commission. Delay in the signing was caused by the fact that two other unions were negotiating with the same Company at the same time. When a contract was signed, the Commission closed the file in the case.

Case No. 3431. Culinary Alliance, Local Union No. 38 vs. Colorado Springs Restaurants. This case involved the signing of new contracts with 38 restaurants involving 180 employes. Investigation indicated that the employers were desirous of having the union card so that, after a mediation conference devoted mostly to explaining what the various provisions of the contract were intended to mean, the contract was signed, and the case closed.

Case No. 3432. Bakery and Confectionery Workers, Local Union No. 313 vs. Sally Ann Bakery; Acme Bakery; Vic's Pastry Shop. Thirteen employes were involved in this case, which concerned the signing of a continuing contract with the employers. Upon being assured that an agreement would be reached, the Commission terminated jurisdiction at the end of 30 days. Shortly thereafter a copy of the signed contract was received.

Case No. 3433. Bakery Drivers and Salesmen's Union, Local Union No. 3219 vs. Merchants Biscuit Company. This case was related to cases No. 3430 and 3439. The three Unions negotiated with the same employer at the same time. There were no serious differences of opinion, the only delay being caused by the necessity of getting okehs from the head office of the Company.

Case No. 3434. Hotel Employes' Union No. 792 vs. 52 Denver Restaurants. Negotiations for this group of workers were carried on simultaneously, with the conferences conducted by the waiters and waitresses. There being no need of a hearing in the case, the Commission terminated jurisdiction.

Case No. 3435. The Shirley-Savoy Hotel vs. Employes. The employer notified the Commission of its intention to raise the wage rates for certain classifications. There having been no objections received and no objections originating in the Commission, jurisdiction was terminated June 11, 1942.

Case No. 3436. The Cudahy Packing Company vs. Employes. Notice was received from the Company of an intention to raise certain rates the beginning of the following week. There being no protest from the twenty employes involved, the Commission entered an order terminating its jurisdiction.

Case No. 3437. Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 281 vs. Colorado Springs Meat Markets. A request was made by the Union May 13, 1942, to discard the current contract and substitute a new one providing for higher rates of pay. Mediation meetings being unsuccessful in reaching an agreement, the Commission complied

with a request to hold a hearing. After taking testimony, the Commission ordered that the current contract be considered in effect until its expiration date some 60 days away. Both sides complied with the order, and there was no interruption of work.

Case No. 3438. International Union of Operating Engineers Local Union No. 34 vs. Walters Brewing Company. This case was presented with a notice from the Union indicating a desire for an increase in wages. Information received indicated that negotiations were carried on in good faith by both parties and that there would be no interruption of employment. The Commission, therefore, terminated jurisdiction upon expiration of the 30-day period.

Case No. 3439. Bakers Local Union No. 26 vs. Merchants Biscuit Company. Settlement of this case was hampered by a jurisdictional dispute between the bakers and the drivers employed by this Company. The employer indicated a willingness to sign any reasonable contract once he knew that the Unions were in agreement. The Commission having convinced itself that no hearing would be requested or desired and having waited for the 30-day period to expire, terminated its jurisdiction.

Case No. 3440. George Loy, John Kenna vs. Glen B. Wilson Employment Agency. This case was the result of a charge made by Loy and Kenna that they were being billed for the services of obtaining a job at the Remington Arms Plant. The Commission decided that only by a formal hearing could a decision be made. The findings and award of the Commission stated that the evidence showed that the employment agency could not have been instrumental in securing employment for these men at Remington Arms, and that, therefore, the Agency was not entitled to compensation.

Case No. 3441. Public Service Employes Union No. 105 vs. Republic Building. This case was a continuation of negotiations undertaken earlier in the summer. Although several points of controversy arose, there appeared to be no desire on the part of either party for the Commission to hold a hearing in the case and the Commission seeing no public advantage in holding such a hearing, it terminated its jurisdiction after the cooling off period had expired.

Case No. 3442. Chauffeurs, Teamsters, and Helpers Union No. 13 vs. Red Dot Oil Company. The Union in this case gave notice that it desired to represent certain employes of this Company not then under contract with any Union. It was not the desire of either party that the Commission hold a hearing and investigation indicated that negotiations were being conducted in good faith, therefore, Commission terminated jurisdiction.

Case No. 3443. Operating Engineers Union No. 33 vs. Union Ice & Fuel Company. This case came regularly before the Commission in the form of a notice from the Union of a desire to enter into contractual relations with the employer. Contacts by the Commission indicated that there were several points of controversy between the principals which only conciliation and mediation would iron out. This was undertaken by the representative of the Commission. Investigation disclosed that wages could be agreed upon if some arrangement could be made regarding the hiring of helpers that would be satisfactory to both sides. Several possible solutions were suggested. Information received later was to the effect that a mutual agreement had been reached.

Case No. 3444. Amalgamated Clothing Workers Union No. 263 vs. Gross Wholesale Tailoring Company and Arthur Rose Tailors, Inc. The Union in this case requested that the employers set aside 2% of the wages into an insurance fund for the benefit of the individual employes. The employers contended that they were squeezed between recent increase in wages and ceiling prices which would make it unprofitable to do business if the demands of the Union were granted. Several contacts with the parties concerned indicated that a hearing would be required to finally settle the matter. After hearing evidence and considering the consequences of such a change at this time, the petition was denied and the case dismissed.

Case No. 3445. Chauffeurs, Warehousemen, and Helpers Union No. 146 vs. Fountain Sand and Gravel. This case was brought to our attention by the employer who sent us a copy of a demand made by the Union. For some reason unexplained the Union neglected to inform us of the desired change. Inquiry failed to add to our information, therefore, the Commission closed its file in this case.

Case No. 3446. Tile and Marble Setters' Helpers L. U. No. 85 vs. Tile Contractors. Notice was received from the Union that they desired a change in the proposed new contract. Negotiations were slow in getting started. When the Commission succeeded in getting both parties together, no serious difficulties developed, and a contract was signed in due time.

Case No. 3447. Journeymen Plumbers and Steamfitters, Local Union No. 58 vs. Master Plumbers of Colorado Springs. A request for an increase in wages was made by the Union, to be incorporated in the contract to be signed to displace the current contract. Camp Carson was being built at the time this demand was made, and the change would affect between 300 and 400 men, although normally the membership of the Union was 35. The Master Plumbers have all been favorable to the raise, and therefore the contract was regularly signed.

Case No. 3448. International Union of Operating Engineers, Local Union No. 1 vs. Colorado Animal By-Products Company. There was no difference of opinion as to the new contract in this case, therefore the negotiations were brief and the conciliation services of the Commission not required.

Case No. 3449. Red Dot Oil Company vs. Teamsters, Chauffeurs and Warehousemen, Local Union No. 13. This case consists

of a notice from the Company to the effect that it desired to terminate its contractual relations with this Union, for which the contract itself provided. It was pointed out to the Company, by the Commission, that this would represent a change in working conditions and that, therefore, no change could be effected until the 30-day waiting period had expired unless both parties agreed to the change. We were assured the law would be observed, and the Commission closed the case at the end of 30 days.

Case No. 3450. Chauffeurs, Warehousemen and Helpers, Local Union No. 146 vs. Weicker Transportation Company. The Union notified the Company and the Industrial Commission that changes in rates on several runs out of Pueblo were desirable. The Company, while not objecting to the proposed changes, had in mind certain changes of its own. Frequent contacts indicated to the Commission that the case would be settled without the stoppage of work. Therefore, at the end of 30 days, the case was closed.

Case No. 3451. Delivery and Taxicab Drivers, Local Union No. 435 vs. Package Delivery Service Company. Notice was given the Commission that the Union desired a raise in wages for the 95 employes of this Company. Negotiations were carried on without an agreement being reached. Neither party to the controversy invited the intervention of the Industrial Commission. It therefore terminated its jurisdiction in the case July 23, 1942. In keeping in touch with the case, the Commission learned that negotiations were continuing, but without progress. A strike was declared September 1, 1942, and terminated September 11, 1942.

Case No. 3452. Chauffeurs and Teamsters' Helpers, Local Union No. 13 vs. Catholic Press Society. This case consisted of a routine signing of a contract to displace the expiring contract. On being assured that a satisfactory agreement had been reached and signed, the Commission closed its case.

Case No. 3453. Colorado Springs Typographical Union No. 82 vs. Colorado Springs Gazette-Telegraph. Notification was received from the Union June 12, 1942, explaining that the current contract expired June 30, 1942 and that certain changes were desired. The Commission notified the Union that a 30-day period would have to elapse before any effort were made to force a change. Investigation showed that both parties were content to allow the current contract to remain in force until it was replaced with another, in the event an agreement was not reached before the current contract expired. Subsequently a mutual agreement was reached, and our file in the case was closed.

Case No. 3454. Produce Drivers, Helpers and Warehousemen, Local Union No. 452 vs. Produce Dealers of Denver. Negotiations were undertaken June 18, 1942. The negotiators from the Union and the employers found some differences between them, but none that could not be ironed out. The conciliation

services of the Commission were used to effect a final satisfactory settlement.

Case No. 3455. Employes of Citizens' Utilities vs. Citizen Utilities Company. This case dragged for the reason that the Union representatives were not familiar with the procedure required by the Colorado law, and it was inconvenient to contact them personally. Correspondence, however, in time straightened everyone out as to what was required, and upon being assured that a contract was signed the Commission closed its case.

Case No. 3456. Bakery Drivers' and Salesmen's Union, Local Union 219 vs. Kraft Cheese Company. No differences arose between the parties concerned. The signing of the contract was a matter of routine, therefore, the arbitration facilities of the Commission were not necessary.

Case No. 3457. Denver Newspaper Pressmen's Union No. 22 vs. Denver Newspapers. Formal notice was received from the Union, which provided that the new contract would contain a provision for a 10% increase of wages. No controversy developed that could not be settled by the parties themselves. Upon the expiration of the 30-day waiting period, the Commission terminated its jurisdiction.

Case No. 3458. Building Service Employes, Local Union No. 105 vs. Bayly Manufacturing Company. Proper notice was received from the Union, indicating that an increase in wages would be requested in the contract about to be negotiated. The employers had no objection, and when the contract was signed the Commission closed its file in the case.

Case No. 3459. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 597 vs. G. W. Phillips and Company. Notice was received from the Union informing us that a 10% increase in wages would be requested in the new agreement to be signed with this Company. Investigation showed that negotiations were not being carried on with the dispatch expected. Both parties were urged to find out what their differences were and how they could be composed. When a meeting was arranged, a satisfactory agreement resulted.

Case No. 3460. International Hod Carriers', Building and Common Laborers, Local Union No. 1366 and Local Union No. 1362 vs. S. S. Magoffin Company; Stiers Bros. Construction Company. These Unions, in this case, desired higher rates for their work on the Big Thompson tunnel. Since the demands involved the prices to be paid by the Federal Government, they were taken to the U. S. Department of Labor, and the Commission, thereupon terminated its jurisdiction in the case.

Case No. 3461. United Brotherhood of Carpenters and Joiners, Local Union No. 244 vs. Grand Junction Contractors. Notice was received that it was the desire of the Union to negotiate written contracts with nine employers involving 89 craftsmen. Con-

tact by mail indicated that negotiations were proceeding in good faith and when the Commission received copies of the final agreement, they were made part of the file and the case closed.

Case No. 3462. Bakery and Confectionery Workers, Local Union No. 26 vs. National Biscuit Company. Negotiations between these parties were undertaken July 23. There was no matter of disagreement between them. The only delay resulted from the necessity of having the agreement approved by the home office of the Company which was done in due course.

Case No. 3463. International Union of Operating Engineers, Local Union No. 1 vs. National Biscuit Company. This case was carried on simultaneously with No. 3462. The mediation and conciliation services of the Commission were not necessary.

Case No. 3464. International Union of Operating Engineers, Local Union No. 1 vs. Albany Hotel. Our first information regarding this controversy was received July 25, 1942. Investigation disclosed that although the employer had received a demand no further effort was made to confer and air any differences between them. The Commission insisted that the 30-day waiting period be used for the purpose of arriving at an agreement within that time, if possible. When the parties involved did meet an amicable agreement was reached.

Case No. 3465. United Brotherhood of Carpenters and Joiners, Local Union No. 1340 vs. Contractors of Fort Collins. Information was received by the Commission that the Union representing 43 craftsmen had entered into an oral agreement with the three contractors involved. Upon confirming this information by letter, the case was closed.

Case No. 3466. National Association of Western Electric Employes vs. Western Electric Company. Difficulties arose in this case due to the fact that the National Association was negotiating with the National Company in New York. Not being conversant with Colorado laws, a strike was threatened before the 30-day cooling off period had expired. Upon explaining the objects of the law to the local and national officials a delay in the dead line was effected. Upon the expiration of the 30-day period and the information that negotiations were continuing in New York, the Commission entered an order terminating its jurisdiction on August 21, 1942.

Case No. 3467. Amalgamated Clothing Workers, Local Union No. 3 vs. Denver Retail Stores. This case involved the tailors in fifteen retail stores. A request was made for a 10% raise in wages which the stores believed they were prohibited from doing by the ceiling price fixed on the commodities sold. Conferences having failed to iron out the difficulty, a hearing was requested and held September 1, 1942. After taking testimony from all parties concerned, the Commission found that these tailors and bushelmen had not received a raise since the decided advance in living cost but that the employer could not pass the raise on to

the consumers and it was, therefore, ordered that a 5% increase in wages be granted.

Case No. 3468. Denver Stereotypers and Electrotypers, Local Union No. 13 vs. Employers. A letter was received from this Union stating that it desired to open the current contract with the newspapers and job shops in Denver employing their members. Frequent contacts indicated that all parties concerned were in the habit of negotiating contracts and that there would be no interruption of work. We were later informed that a satisfactory agreement had been reached and we, therefore, closed our file in the case.

Case No. 3469. Packing House Workers, Local Union No. 641 vs. H. & M. Packing Company. This case began with a complaint that the employer was violating the wage provisions of the current contract. At a mediation conference, it was decided that as the old contract was about to expire, the whole matter could be cleared up in the new contract each party intended to sign by a rewording of the disputed provisions. Having held the case open long enough to assure ourselves that there would be no interruption of work pending the completion of the new contract, the Commission terminated jurisdiction and was later informed that a satisfactory agreement had been reached.

Case No. 3470. Employes Colorado State Penitentiary and Colorado State Hospital vs. State of Colorado. This case was a request by the above employes for an increase in wages. Governor Carr consulted with the Commission and took action that resulted in an increase for these employes.

Case No. 3471. Amalgamated Meat Cutters and Butchers Workmen, Local Union No. 281 vs. Retail Meat Markets of Colorado Springs. This case was regularly brought to our notice on August 17th. Mediation contacts with both parties indicated lack of agreement as to what a future contract should contain. Neither party expressed the desire to have the Commission hold a hearing, some of the 24 employers being in agreement and some desiring to withdraw from the contractual relations with the Union. Having received no request for a hearing during the conferences held, the Commission terminated its jurisdiction.

Case No. 3472. Retail Clerks International Protective Association, Local Union No. 7 vs. Retail Groceries of Denver. This case arose through a desire of the Union to raise wages in the contract about to be filed. The 24 employers contended that this could not be done with the ceiling prices in effect. The whole matter was referred to the Federal Conciliation Service by joint agreement. Thirty days having elapsed since we received a notice, the Commission terminated its jurisdiction.

Case No. 3473. Amalgamated Meat Cutters and Butchers Workmen, Local Union No. 634 vs. Denver Retail Meat Markets. Negotiations in this case were carried on simultaneously with those in No. 3472. This controversy too was referred to the

Federal Conciliation Service. The Commission, therefore, terminated its jurisdiction.

Case No. 3474. International Hodcarriers and Common Laborers, Local Union No. 813 vs. Contractors of Grand Junction. It developed that this case was the same as No. 3475.

Case No. 3475. International Hodcarriers and Common Laborers, Local Union No. 813 vs. Contractors of Grand Junction. This case consisted of a notice by the Union that it expected the contractors employing Union labor in other crafts would employ members of this Union. It was also indicated that the classifications set up by the Union for the various wage scales of each would be observed. There being no objection on the part of the employers the case was closed.

Case No. 3476. Packing House Workers, Local Union No. 634 vs. Pepper Packing Company. Negotiations in this case were conducted according to proper procedure except that there was considerable delay due to absences from the city. Thirty-five employes were involved. Upon being assured that the signing of a contract was merely a matter of form, the Commission terminated its jurisdiction at the end of the waiting period.

Case No. 3477. Laundry Workers Local Union No. 37 vs. Union Printers Home. Application was made by the Union for a change in wages in the new contract designed to replace the current contract. Upon being assured by the employer that no reasonable demand would be refused, the Commission entered an order terminating jurisdiction at the end of the 30 days.

Case No. 3478. Chauffeurs, Warehousemen and Helpers, Local Union No. 146 vs. Dairies of Pueblo. A letter was received from the Union which enclosed a copy of the contract as presented to three dairies. Efforts to obtain further information as to the progress of the case were unavailing. Therefore, the Commission terminated its jurisdiction at the end of 30 days.

Case No. 3479. Denver Mailers Union No. 8 vs. Denver Newspapers. This case consists wholly of a letter from the Union, stating that it proposed a change in its wage scale. There being no request for a hearing or intimation that one would be needed, the Commission terminated its jurisdiction when the cooling off period had expired.

Case No. 3480. Bakery Drivers and Salesmen's Union No. 219 vs. National Biscuit Company. This case consisted of a routine agreement, there being no points at controversy between the parties involved.

Case No. 3481. Teamsters, Chauffeurs and Helpers, Local Union No. 6 vs. Mesa Flour Mills. Notice was regularly received of an effort by the Union to sign a contract with this employer. Investigation indicated that the matter had not been prosecuted, therefore, at the end of 30 days, we closed our file in the case.

Case No. 3482. Empire Zinc Division, the New Jersey Zinc Company. This Company filed the rates of pay now being paid by them in the various classifications, which represented a gradual increase from the wages formerly paid.

Case No. 3483. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 507 vs. Colorado Metal Products. The principals in this case were not in disagreement. The employer was asked to sign a contract identical with competitors, which he did.

Case No. 3484. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 507 vs. Strutz & Son Iron Works. A contract is on file signed by these two parties, which contract is identical with others in the same line of work.

Case No. 3485. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 507 vs. United Steel and Iron Works. A contract is on file identical with the employer's competitors, which was signed by the parties involved.

Case No. 3486. Chauffeurs, Teamsters and Helpers, Local Union No. 13 vs. Five National Trucking Companies. Information was received from the Union that it desired a change in the new contract about to be signed. No dispute arose that needed the conciliation services of the Industrial Commission, therefore the case was closed when the cooling-off period had expired.

EMPLOYER-EMPLOYE RELATIONSHIP

The biennium covered by this report was punctuated in the middle by Pearl Harbor. During the year before that event, Colorado industrial payrolls had been gradually increasing in number. In the year since, the payrolls have taken phenomenal jumps. Resistance of employers to raises in wages in the face of increased employment grew progressively weaker until we recently reached the situation where many raises are being effected at the instigation of the employer.

This unusual situation has eliminated many of the usual points of controversy accompanying changes in hours, wages, and working conditions. Every change in these matters, however, throws some other arrangement out of balance; the more sudden the change, the more violent the reaction. The Industrial Commission law is applicable to the changes made to conform with the emergency of war as it is in times of peace and much more necessary. Many war agencies have been created by the Federal Government to ease the displacements caused by the adoption of a war economy. The Commission with no addition in personnel, welcomes assistance from individuals or groups with the objective of carrying on production.

Time was when labor disputes were considered the exclusive concern of the employe and employer. Their differences were settled between themselves, often violently. Then some enlightened states, Colorado among them, recognized the principle that the public was also affected by such disputes. Realization of this principle resulted in laws being enacted requiring a cooling off period during which negotiation, investigation, and arbitration could be undertaken in an attempt to bring about an agreement on a mutual interest basis and without the cessation of production. The Colorado law regulating industrial disputes does not prohibit strikes or lockouts but it has prevented many by making such acts unnecessary. Settlements were effected before disputes became battles. Our law imposes on the Commission the duty of providing time, opportunity and assistance for the settlement of labor disputes before work is stopped. The Commission has been aware through the years that it has been aided in this objective by the level heads and willing services of numerous people and organizations. It has always been grateful for such help. Since the defense work began in earnest and especially since war was declared, several federal agencies have come into the picture each of which has some part of this work among its duties. The Commission welcomes aid in the important job of keeping the wheels turning. The cooperation of individual employes and employers and the organizations representing each, has been of much more value to the Commission in the observance of the law than the police power provided for enforcement.

The Colorado Industrial Commission law was originally enacted to avoid so far as possible the expense, the inconvenience, and slow-dying ill will resulting from the rupture of the employment relationship. It is now used additionally to keep production at a maximum while employes and employers feel confident that their disagreements which are bound to arise are being arbitrated to the best interests of the state and nation.

During this biennium the Commission handled 319 industrial cases. Contacts were made by the investigator in nearly all of them. Contacts consist of any information sought or given with the intent of helping the case to a conclusion. These contacts were extensive enough in 152 of these cases to constitute an investigation. In 97 cases negotiation meetings of a conciliation or mediation character were conducted. From long experience it has been found that many times more progress and satisfaction is attained at these informal conferences than at court-like hearings. When persons in dispute are gathered around a conference table they often speak their minds freely and let off steam which clears the air and results in a mutual respect when the argument is over.

However, some cases can be settled only by placing witnesses under oath at a hearing, although the stiffness of a court trial is eliminated so far as possible. Legalistic hair splitting is not tolerated. Twenty-six hearings were necessary in the cases here listed. Four of these found their way into District Court. There was one illegal lockout, there were six legal strikes, and six illegal strikes during the biennium. It should be noted that none of these interruptions were in a war industry since war was declared.

All complaints of violation of any of the sixty statutes known as Labor Laws, were investigated and corrections made where indicated. It has been unnecessary to bring any of these complaints into court to secure compliance. Few justifiable complaints have been received concerning the regulations governing drug stores, mines, smelters, cement and plaster plants, the cleaning and dyeing industry or Public Works.

Whatever the special duty of the personnel may be, all are imbued with Safety Consciousness. Therefore, on every occasion we preach the doctrine to management that high safety records and high production records are synonymous and to workers that there is no time and a half in a hospital bed.

SAFETY DEPARTMENT

The Industrial Commission of Colorado has always endeavored to develop safety ideas which would be acceptable as well as practical for the industrial organizations of the state.

The first development of a safety program, as we know it today, began in 1940 with a state-wide First Aid Contest, which was held in Civic Center. The expenses for this contest were cared for by voluntary contributions which were raised from the leading industrial companies of the state.

The response to this activity and its far-reaching effect showed the necessity for such an event and stimulated the Commission's effort so that suggestions were made to the Thirty-third General Assembly to provide ways and means of holding an annual safety meeting as well as a safety program which would be of general assistance to the industrial groups of Colorado.

The Legislators agreed and accordingly approved Section 154 of the Workmen's Compensation Act to permit this type of promotion to go forward along with an organized safety program. The section further provided that the funds for this work should be raised from insurance companies and self-insurers, operating in Colorado, as well as the State Compensation Insurance Fund. These organizations were to contribute one-half of one percent of the workmen's compensation insurance premiums as received from the respective companies.

In 1941, the first period of this biennium, these funds had not begun to accumulate so arrangements were made to finance the Second Annual First Aid Contest and repay the cost from funds accumulated under Section 154 when there was sufficient cash to cover the expense.

The contest was held Colorado Day and was augmented with a program, held in the state's Senate and House of Representatives chambers. The discussions were found to be a valuable reinforcement to the contest as additional safety subjects covering many industrial phases could be handled in this way. The meeting concluded that evening with a banquet at which Colonel Willard T. Chevalier, editor of Business Week, was the principal speaker.

In October of 1941 sufficient funds had been accumulated to warrant the employment of a full-time employe to develop a safety program and the Commission wishes to go on record as being fully appreciative of the farsightedness of the Thirty-third General Assembly in making this possible.

With the declaration of war came a building program including the erection of army camps, munition factories, medical depots and other war construction activities which added to the responsibilities of the Commission in administering the Workmen's Compensation Act. The problems of accident hazards to men working in capacities which were entirely new to them increased injuries, particularly in connection with building contractors because of the pressure they were forced to exert in order to complete their contracts at the earliest possible date. Had there been no means to provide for these measures, injuries would undoubtedly have occurred in greater numbers.

With the second period of the biennium, 1942, the Safety Department completed its first year of operation under the new section. The staff consists of one full-time employe, a secretary who devotes a portion of her time to this work, and an assistant publicity director who is employed for the period of six weeks.

As in the previous years, the most spectacular activity in 1942 was the Third Annual Accident Prevention and Safety meeting which was held Colorado Day, August 1st, and the preceding day, July 31st. The first day of the meeting was devoted to panel discussions by the leading safety men and women of Colorado whose assigned subjects were as follows: Industrial Safety, Mining Safety, Traffic Safety, and Home Safety. These meetings, covering a safety program for 24 hours of the day for the industrial worker and his family, were held at the Shirley-Savoy Hotel in Denver and admitted 571 registrants.

The state-wide First Aid Contest was held the following day in Civic Center. The teams were composed of men and women representing industrial companies, mining companies, military organizations, and the Boy Scouts. The meeting was attended by several thousand spectators and was photographed in motion pictures for the purpose of having a record and also as promotional material to enlist future interest in this event.

The meeting concluded that evening with a banquet attended by 1,200 people and was presided over by the governor and the three industrial commissioners. Prizes, consisting of trophies and war stamps, were awarded and the assembly was addressed by the Honorable Verne A. Zimmer, chairman of the Committee for the Conservation of Manpower, Washington, D. C., and Colonel Willard T. Chevalier, editor of Business Week, New York City. Both speakers used the theme of Safety and Military Objectives.

Activities in Connection with the Safety Meeting:

A printed booklet of 95 pages is a permanent record of the event. In addition to the complete program, it contains the various panel discussions and the speeches of Mr. Zimmer and Colonel Chevalier.

Two hundred nineteen column inches of publicity on Industrial Safety was secured among the 100 leading newspapers of the state.

Radio stations broadcast news of the event and one of the leading stations used a portion of one of the panel discussions as a part of its program.

OTHER SAFETY ACTIVITIES

Factory Safety Manual:

This 52-page booklet is a new publication and in line with similar services which are appropriate for local uses in most states which operate with an Industrial Commission.

Recognition Cards:

Four thousand cards accompanied by letters were sent to those people who had completed First Aid courses under the standards of the American Red Cross or the Bureau of Mines. The letters urged the continual application of safety.

3,000 Posters:

These were distributed to safety departments of the industrial companies of the state.

90 Hours of First Aid Instruction:

University of Colorado Safety Engineering Course:

This war-training program is designed to develop safety engineers for production shops in both military and civil organizations.

32 Lectures on Safety:

Before industrial groups (civil, military, educational).

Secretary:

Western States Safety Conference (11 states will meet in Denver the first week in August, 1943).

Film Library and Projection Equipment:

Eight subjects pertaining to industrial safety and accident prevention which are appropriate for employe groups and also for executives, prepared by the National Safety Council.

Four reels of motion pictures for First Aid training.

One set of illustrated charts for visual safety lectures.

Defense Activities:

Secretary to the State Committee for U. S. Bonds and Stamps for Colorado State Employes Payroll Deduction Plan.

First Aid organization for state capitol buildings group.

Air raid warden for state capitol buildings group.

Denver Victory Fund Committee.

STATE BOILER INSPECTION DEPARTMENT

The Department of State Boiler Inspection was created in 1889 with the view of protecting human life and property specifically, and not for revenue. However, it has produced a return of many thousands of dollars each year for the state which reverts to the general fund. This work has been carried on strictly in accordance with the law, the people receiving the protection afforded under the law, and the state profiting from the revenue.

Colorado has no code to restrict dumping of any and all kinds of boilers on the operators in the State, the installation of which would be restricted or prohibited in many other states, and the purpose of the law being the protection of the public against possible accidents arising from the use of boilers which are unsafe, it is necessary to have adequate inspection. State boiler inspectors are, therefore, required to have full knowledge of the construction and operation of boilers, enabling them to locate danger signals, the correction of which would avert accidents.

REPORT OF STATE BOILER INSPECTION DEPARTMENT

December 1, 1940, to November 30, 1942

RECEIPTS

December, 1940	$ 470.92	December, 1941	$ 672.50
January, 1941	530.04	January, 1942	921.95
February, 1941	738.28	February, 1942	715.03
March, 1941	941.45	March, 1942	1,055.44
April, 1941	1,117.65	April, 1942	1,500.19
May, 1941	1,260.00	May, 1942	1,112.63
June, 1941	1,467.50	June, 1942	1,100.28
July, 1941	1,155.00	July, 1942	1,397.60
August, 1941	855.13	August, 1942	1,592.62
September, 1941	983.85	September, 1942	1,178.66
October, 1941	1,220.30	October, 1942	1,225.21
November, 1941	692.50	November, 1942	607.51

TOTAL		$24,512.24
3,579 boilers @ $5.00 each	$17,895.00	
2,643 boilers @ $2.50 each	6,607.50	
Interest on registered warrants	9.74	
	$24,512.24	
Registered school and county warrants held		$135.00
Inspections made—fees not yet collected:		
181 inspections @ $5.00	$ 905.00	
155 inspections @ $2.50	387.50	
	$1,292.50	

DISBURSEMENTS

Salaries		$14,501.79
Maintenance and Operation (includes supplies and materials, travel expense and current charges)		4,873.43
Equipment (two new cars)		1,088.93
Total receipts	$24,512.24	
Total disbursements	20,464.15	$20,464.15

$ 4,048.09	Actual profit to date.
1,292.50	Fees not yet collected.
135.00	Warrants held.
$ 5,475.59	Estimated profit, over and above all expenses, including actual profit, fees not yet collected and warrants held.

Inspections made from December 1, 1940, to November 30, 1942

	Ed. G. Griswold	Geo. J. Heber	Wm. M. Crowley
December, 1940	89		75
January, 1941	108		
February, 1941	153	95	
March, 1941	132	217	
April, 1941	200	181	
May, 1941	136	115	
June, 1941	148	152	C. E.
July, 1941	149	148	Messenger
August, 1941	96	147	51
September, 1941	99	153	40
October, 1941	25	96	80
November, 1941	44	72	42
December, 1941	52	97	63
January, 1942	59	68	96
February, 1942	85	123	64
March, 1942	108	105	112
April, 1942	119	105	101
May, 1942	127	99	129
June, 1942	126	119	73
July, 1942	144	86	117
August, 1942	144	92	135
September, 1942	130	103	49
October, 1942	35	45	77
November, 1942	29	61	52
	2,537	2,479	1,356

Total Inspections 6,372

The above figures represent total number of inspections made, including those on which fees have not yet been collected, also free inspections.

Following are inspections made of boilers at State Institutions, State Armories, etc., which are on the books as "Free Inspections":

December, 1940	4
January, 1941	1
March, 1941	19
April, 1941	16
May, 1941	7
June, 1941	5
July, 1941	12
August, 1941	14
September, 1941	4
November, 1941	6
December, 1941	2
February, 1942	3
March, 1942	20
April, 1942	16
May, 1942	8
June, 1942	8
July, 1942	9
August, 1942	16
September, 1942	2
October, 1942	3
November, 1942	3
Total Free Inspections	178

The Boiler Inspection Department is fortunate in having been allowed another inspector in 1941 which now gives us three inspectors to cover the state.

In view of the fact that our inspectors are giving more time to each inspection than was possible in previous years, they have also been able to add new inspections to the lists which increases the revenue turned in to the general fund. However, we feel that there are still many boilers throughout the state that are not being inspected, through no fault of the department, and if our appropriation was increased it would then be possible to carry on this important work in the manner in which it should be.

In reviewing the work of the past two years, we pause a moment to revere the memory of William M. Crowley, state boiler inspector for over thirty years, who passed away March 17, 1942.

FACTORY INSPECTION DEPARTMENT

The State Factory Inspection Department at the present time consists of a chief inspector, assistant chief inspector and a woman deputy inspector. Previous to 1911 the Factory Inspection Department was self sustaining and fees were charged for all inspections. The 18th General Assembly amended the law and the fees were abolished and money was appropriated from the general fund to carry on the work of the department. It was also in 1911 that the number of inspectors was reduced from six to four. The present law allows this department four inspectors, but appropriations have only been made for three.

The duties of the Factory Inspection Department are to inspect all types of industries with four or more employees and to order or recommend safety measures and practices such as proper safety guards on all machinery, sanitation, lighting, housekeeping and primarily the prevention of accidents.

The paramount objective of the Factory Inspection Department is to prevent accidents and improve the working conditions throughout the state. During the present war emergency this department is working along with the Federal Government in the preservation of man-power so vital to the war effort and is contributing largely along these lines, therefore the amount of work is increasing. There is need for additional inspectors in order to cover the work thoroughly, especially in industries that are engaged in war work or production of war materials. More safety talks should be given and more safety organizations established. With the limited number of inspectors it is hardly possible to do this.

The work of the Factory Inspection Department has been instrumental in preventing many accidents and also improving working conditions throughout the state.

INSPECTIONS MADE

Business Class	No. Inspected	Female	Male
Schools	671	5,828	2,746
Bakeries	191	950	2,321
Iron Works	32	604	15,330
Foundries	72	173	1,541
Ice and Cold Storage	15	14	356
Theatres	188	546	1,198
Clothing Manufacturing	15	832	221
Department Stores	48	4,964	2,194
Sugar Factories	12	69	3,002
Railroads	22	15	7,435
Hotels	321	1,072	876

Business Class	No. Inspected	Female	Male
Electric Manufacturing and Supplies	18	15	180
Mattress and Upholstering	28	86	222
Oil Industry	1	2	19
Sacks—Rags	12	204	144
Dairies—Creameries	83	380	1,259
Trailers	9	20	509
Lumber and Building Material	64	55	1,239
Oxygen, etc.	8	40	111
Mills—Elevators	191	116	1,747
Signs—Printing	211	658	2,990
Glass	7	6	106
Rubber	18	631	2,033
Stone	15	20	699
Bottling Plants	69	111	1,214
Paper	18	193	434
Night Clubs	6	21	15
Public Utilities	19	1,858	1,550
Meat Packing	38	577	3,175
Manufacturing	175	930	4,636
Food Products	117	1,886	1,960
Tin-Metal Plating	58	58	752
Casket Manufacturing	7	40	69
Laundries	373	3,315	2,099
Automobile Industry	536	2,123	4,420
Tents and Awnings	14	431	241
Totals	3,811	27,148	70,546

Total Number of Pupils Enrolled in Schools Inspected.....207,903

In connection with the 3,811 places inspected, 2,266 firms were found to be in good condition and certificates were issued to them. 1,445 orders were issued to employers calling attention to unsafe equipment, unsafe practices, sanitation, ventilation and other safety requirements. Out of the 1,445 orders issued, 814 have been complied with and certificates issued to the firms. The compliances during 1942 have fallen, due to the priorities on materials needed to comply with orders issued. It is interesting to note that there has been an increase of 5,286 female employes in 1942 over the same period in 1941.

Due to changes in the personnel of the department during the period of this report and to vacancies existing throughout the biennium and also due to the illness of one of our inspectors, work of the department shows a decrease over the last biennium. Part of the time was utilized in making rechecks and investigations of working conditions wherever special requests were made. The work of the department has resulted in the elimination of unsafe working conditions throughout the State and has contributed to the conservation of manpower under the War Emergency Program.

It is the desire of this department that in the coming biennium the work will be doubled and more stress be put on war production work and conservation of manpower until the present emergency is over, when we will again go on our regular routine of inspections.

Recommendations:

Besides the recommendations made in the last biennial report, I wish to offer the following:

1. That the law be amended so that strict compliance with orders must be carried out within the specified period after the inspection and a penalty imposed for non-compliance.

2. Due to the increase in war production and also the increase in the number of employes under the present conditions, it would be advisable to have more inspectors in this department in order to cover the State properly.

Private Employment Agency Division:

During the period covered by this report Private Employment licenses were duly issued, with fees amounting to $1,530.00, which was turned in to the General Fund. All misunderstandings and complaints handled through this department have been properly taken care of.

Private Theatrical Agencies:

During the period covered by this report only four Theatrical Employment Agency licenses have been issued, with fees amounting to $400.00. All controversies or disputes covering this department have been settled satisfactorily.

Child Labor Division:

During the period of this report the number of Child Labor certificates issued was 2,469 as compared to 396 in the last biennium. This work has greatly increased since the war program was instituted. There is a constant demand for child workers throughout the State to fill vacancies wherever men have been called to service. During the month of September, 1942, the functions of this department were taken over by the Minimum Wage Division. However, all reports to the Federal Child Labor Division for the present biennium have been made by the Factory Inspection Division. Hereafter, all reports will be submitted by the Minimum Wage Division.

MINIMUM WAGE DIVISION

In less than a year Colorado has been shifted to a different economy, with many social and industrial complications affecting the employment of women and minors. Almost daily new problems are arising due to the demand for women and minors to replace men called to the service and to the increased production in vital defense industries. The Minimum Wage Division has been deluged with perplexing questions concerning nearly every phase of employment by both employers and employes, who express a willingness to co-operate when advised how to proceed in order to comply with the laws. The employment of women on government projects has caused much confusion concerning the application of State and Federal laws. Nearly every occupation has been affected and many readjustments have been necessary.

According to late census reports, there are now in Colorado 91,994 employable females over 14 years of age. Of this number 76,326 are now employed. This number is exclusive of housewives, students, those unable to work, and inmates of institutions. These women come under the jurisdiction of the minimum wage law.

The cost of adequate maintenance was taken into account in setting the wages in orders issued by the Industrial Commission. Today, women in many occupations are receiving wages far in excess of the wage provided in wage orders.

Women and minor employes are now covered in the four service industries, namely, laundries, retail trades, beauty shops, and public housekeeping. Wage Order No. 1, governing the laundry industry, was vacated and Wage Order No. 5 was issued in lieu thereof, effective August 7, 1941, after a public hearing. The amendments were chiefly concerned with the administrative regulations and in no way affected the wage and hour provisions previously established in Wage Order No. 1. The changes have proven mutually beneficial to both employes and employers and have greatly assisted in securing compliance.

During the last biennium no additional industries have been covered, but the efforts of the Minimum Wage Division have been directed toward enforcement and securing compliance with orders previously promulgated. This has been accomplished largely through investigations which have included practically every establishment covered by wage orders in the entire State. This has resulted in a marked decrease in the number of violations, fewer wage claims, and the cooperation of most employers. All complaints have been thoroughly investigated and the source of information kept confidential. When employes have failed to receive the wage according to the wage order, the employers have been notified and adjustments have usually been made. If unable to agree on a settlement, the matter has been referred to the Wage Claim Department or the local enforcement officer. A total of 19,508 investigations have been made, 19,211 were routine for the purpose of explaining the

provisions of the Wage Orders and aiding employers, 297 were made on complaint. The investigators have also checked on Workmen's Compensation Insurance and reported violations to the Industrial Commission.

An amendment to the law providing for a blanket penalty for violations of all of the provisions of the Wage Orders would greatly assist in securing compliance.

The administration of the Woman's Eight Hour Law and the Child Labor Law has recently been transferred to this division by the Industrial Commission. The Minimum Wage investigators will be required to include investigations covering employes under these additional laws; also due to the shortage of help, the stenographer and clerk for this department is being shared with the Wage Claim Department.

The Woman's Eight Hour Law makes no provision for emergencies or overtime pay and the Industrial Commission has deemed it advisable during the present emergency to take advantage of Section 11 of the Minimum Wage and Labor Law for Women and Minors and grant a relaxation in case of emergencies when desired by both employe and employer, upon application to and approval by the Commission, and by the payment of time and one-half employe's regular wage for all time worked in excess of eight hours in a calendar day. With the present shortage of women employes it is often impossible to secure substitutes for short periods and emergencies which may arise in the conduct of any industry. Because of the overtime pay provision, there is little danger of exploitation; nevertheless, more specific authority should be given the Commission by the legislature to cover cases of emergency for specific periods.

"Our concern is every child" should be our watchword when, due largely to the defense program, there is a greater demand for young workers and a tendency to a relaxation of the provisions of the law. Investigations reveal persistent and open violations, often because of a lack of understanding of the law, which should be revised and clarified. This is one of the most serious problems of the country today.

Vigilance must be exercised to prevent any permanent relaxation of the protective legislation which it has required years to enact. Any break-down, therefore, should be for the duration only.

DEPARTMENT OF WAGE CLAIMS

During the time from December 1, 1940, to December 1, 1942, this department has received for collection 2,137 wage claims and has collected 1,486 claims amounting to $33,328.35, a monthly average over the two-year period of $1,388.68.

A monthly statement of the claims received and claims collected is herein set out:

Date	No. of Claims Filed	No. of Claims Collected	Money Collected
December, 1940	102	74	$ 1,597.10
January, 1941	113	56	945.20
February, 1941	86	54	844.40
March, 1941	66	53	931.35
April, 1941	59	69	1,480.27
May, 1941	70	65	855.49
June, 1941	82	60	985.84
July, 1941	110	84	1,471.55
August, 1941	84	69	1,637.68
September, 1941	96	78	1,514.49
October, 1941	83	77	1,392.01
November, 1941	72	50	965.99
December, 1941	112	52	1,240.43
January, 1942	100	62	1,280.60
February, 1942	69	56	2,049.85
March, 1942	76	40	1,394.55
April, 1942	70	57	1,744.13
May, 1942	72	44	763.63
June, 1942	90	59	1,172.15
July, 1942	106	79	1,271.36
August, 1942	81	52	1,224.00
September, 1942	66	47	1,214.17
October, 1942	118	65	2,017.27
November, 1942	163	84	3,334.84
Totals	2,137	1,486	$33,328.35

The spread between the claims filed and those collected is accounted for, in part, by a misunderstanding of the contract of hire between the employer and the employe, and many, upon investigation, prove to be claims without any legal basis and some are purely imaginary grievances.

The department has been very helpful to a great many wage earners who were in need of their wages, but could not collect were it not for the aid given through this department.

The Small Claims Court Act passed in May, 1939, does not function in Denver.

The payment of wages during the last two years has become more stabilized for the reason that many workers are engaged in defense work where no question of non-payment of wages arises and the further reason that many former wage-earners are engaged in the armed forces, thus fewer claims were filed and fewer collections necessary.

DEPARTMENT OF EMPLOYMENT SECURITY

Under Chapter 2, Session Laws of Colorado, 3rd Extraordinary Session, 1939, as amended, the Industrial Commission of the State of Colorado is charged with carrying out certain functions of the Colorado Employment Security Act. Accordingly, the Commission has, during the biennium December 1, 1940, to November 30, 1942, been concerned with, and handled, the following cases and matters pertaining to Unemployment Compensation.

During the said biennium the Commission rendered decisions in 59 cases, 20 of which cases were labor dispute cases. Of the cases not involving a labor dispute, which numbered 39 cases, the Commission in 23 cases affirmed the decision of the referee, and in 16 cases reversed the decision of the referee.

CASES IN WHICH THE DECISION OF THE COMMISSION WAS FINAL, AS NO APPEAL WAS MADE FROM ITS DECISION

In the labor dispute cases, the Commission's decisions were based on findings of fact made by the Claims Deputy and were issued as the deputy's decisions.

Claim of Albert Van Late (Self-Employment)

The claimant was denied benefits by reason of self-employment in the operation of four apartment houses. The Referee upheld the decision of the deputy on the ground that claimant was self-employed. The Commission affirmed the Referee's decision and further ordered that the claimant be required to make restitution to the Unemployment Compensation Fund in the amount of benefits received to which he was not entitled.

Claim of Thelma Barnes Heath—Big Four Drug Company (Employer and Employment)

Claimant held not eligible for benefits because of insufficient qualifying wages. Referee dismissed appeal because of lack of jurisdiction.

The Commission is without jurisdiction in this case for the reason the claimant did not file an appeal from the decision of the claims deputy within the statutory period required by law, and, accordingly, the claimant's appeal was dismissed.

Claim of L. G. Bittner (Self-Employment)

Benefits were denied to claimant by claims deputy on grounds of self-employment in the operation of a farm. The Referee upheld the decision of the deputy. The Commission affirmed the decision of the Referee and, in addition, provided for reimbursement by the cancellation of future benefits.

Claim of Rose D. Richtel—Merchants Biscuit Company (Availability for Work)

Claimant was denied benefits because she was not available for work due to ill health and the fact that she wished to remain

at home. In view of the doctor's statement submitted by claimant at a later date, the deputy rescinded his original decision, and by so doing allowed her claim for benefits. The employer appealed this case to the Referee, who held that the claimant was able and available for work. The Commission reversed the decision of the Referee and further found that the claimant, of her own volition, removed herself from the labor market, and her claim for benefits was denied.

Claim of William J. Sterzinar (Self-Employment)

Benefits were denied to claimant by claims deputy on grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for reimbursement by the cancellation of future benefits.

Claim of Domenick Lippis (Self-Employment)

Claimant was denied benefits by claims deputy on grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for reimbursement by the cancellation of future benefits.

Claim of John Relic (Self-Employment)

Claimant was denied benefits by claims deputy on the grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee, and in addition, provided for a reimbursement by the cancellation of future benefits.

Claim of George J. Evango (Self-Employment)

Claimant was denied benefits by claims deputy on the grounds of self-employment in the operation of a farm. The Referee modified the decision of the claims deputy and found that the claimant was not self-employed in his second benefit year when he drew benefits, but was self-employed in his first benefit year and was not entitled to benefits received during that time. The Commission affirmed the decision of the Referee and, in addition, provided for a reimbursement by the cancellation of future benefits.

Claim of Nick J. Colarelli (Self-Employment)

Claimant was denied benefits by claims deputy on the grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for a reimbursement by the cancellation of future benefits.

Claim of R. M. Greever (Self-Employment)

Claimant was denied benefits by the claims deputy on the grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for a reimbursement by the cancellation of future benefits.

Claim of James D. McCartney (Self-Employment)

Claimant was denied benefits by the claims deputy on the grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for reimbursement by the cancellation of future benefits.

Claim of Walter J. Dean (Self-Employment)

Benefits were denied to claimant by claims deputy on grounds of self-employment in the operation of a farm. Referee reversed the claims deputy, holding that claimant was not self-employed. Commission held claimant to be self-employed and denied benefits, and also specified that reimbursement should be effected by a cancellation of benefits to which the claimant might become entitled at some future period.

Claim of Walter A. Pearson (Self-Employment)

Claimant denied benefits because of self-employment in the operation of a farm, and request was made for reimbursement of benefits previously drawn. The Referee affirmed the decision of the deputy in its entirety. The decision of the Commission was that the claimant was not entitled to the benefits drawn, but that there was no intent to defraud the Unemployment Compensation Fund and, therefore, reimbursement could be made by cancellation of future benefits.

Claim of Bette Lee Goldfogel—The Neusteter Company (Suitable Work)

Work offered by the Company was held by the claims deputy to be not suitable for this claimant because it was detrimental to her health. The Referee affirmed the decision of the deputy in all respects. The Commission found that the testimony failed to establish that the work offered was not suitable and reversed the decision of the Referee and imposed a disqualification of six weeks.

Claim of Edward W. Van Gundy (Self-Employment)

Benefits were denied to claimant by claims deputy on grounds of self-employment in the operation of a farm. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee in all respects.

Claim of Edwin R. Force (Self-Employment)

Benefits were denied to claimant by claims deputy on the grounds of self-employment in the operation of a paper hanging and painting business. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for reimbursement by the cancellation of future benefits.

Claim of Stanley S. Force (Self-Employment)

Benefits were denied to claimant by the claims deputy on the grounds of self-employment in the operation of a paper hanging and painting business. The Referee upheld the decision of the claims deputy. The Commission affirmed the decision of the Referee and, in addition, provided for a reimbursement by the cancellation of future benefits.

Claim of Dewey R. Henness—T. W. Potter, d/b/a T. W. Potter Pool Hall (Wages)

Claimant requested an increase of weekly benefit amount based on value of meals received from employer. Claims deputy issued his redetermination finding that the contract of employment did not include meals, and reaffirming the initial determination. The Referee reversed the decision of the deputy and held that meals were to be included as part of the remuneration for services performed. The Commission affirmed the decision of the Referee.

Claim of Tony Mangino (Voluntary Quit)

The deputy held that claimant voluntarily quit work without good cause attributable to the employer, disqualified him for a period of four weeks, and imposed a penalty deduction in the amount of $50.00. The Referee reversed the decision of the deputy, holding claimant quit with good cause, which was in no way attributable to his employer. The Commission reversed the decision of the Referee and affirmed the decision of the deputy.

Claim of Ora Bell Griffin (Voluntary Quit)

Claims deputy held that the claimant had left work voluntarily and without good cause attributable to the employer, and imposed a disqualification of four weeks. The Referee reversed the decision of the deputy, holding that the claimant was not unemployed and was not separated from employment, and, therefore, not subject to a disqualification. The Commission affirmed the decision of the Referee.

Claim of Isabel Luther (Voluntary Quit)

The claims deputy held that the claimant left work voluntarily and without good cause attributable to the employer, and imposed a disqualification of six weeks. The Referee held that the claimant's act in leaving employment was involuntary in that her parents moved to the State of California and she, being a minor, was compelled to take the domicile of her parents. The Commission held that the claimant voluntarily quit her employment without good cause attributable to the employer and imposed a disqualification of six weeks, thereby affirming the decision of the deputy.

Claim of Herbert F. Thomas (Voluntary Quit)

The deputy held that the claimant had left work voluntarily and without good cause attributable to the employers, and imposed a disqualification of four weeks in each instance. The Referee upheld the decision of the deputy. The Commission affirmed the decision of the Referee.

Claim of Andy Kochen (Voluntary Quit)

The Referee modified the decision of the deputy, who found that the claimant had voluntarily quit his employment without good cause attributable to the employer and disqualified him from receiving benefits for a period of six weeks, by finding that the claimant should not have been disqualified for benefits but should have been declared ineligible for benefits by reason of the fact that he had received notice of his acceptance by the draft board of his induction into the United States Armed Forces and that the claimant had, therefore, not voluntarily quit his employment but that such quitting was an involuntary one. The Commission affirmed the decision of the deputy and held that the claimant had voluntarily quit his employment without good cause attributable to the employer and disqualified him from receiving benefits for a period of six weeks.

Claim of Charles J. Mattei (Voluntary Quit)

The Referee affirmed the decision of the deputy imposing a disqualification of five weeks on the ground that the claimant had voluntarily separated himself from his employment without good cause attributable to the employer. The Commission reversed the decision of the Referee and held that the claimant voluntarily left his employment with good cause attributable to the employer for the reason that there had been a breach in the employment contract and a change in sales policy, which justified the claimant in leaving his employment.

Claim of Liberato Latronico (Self-Employment)

Benefits were denied to claimant by the claims deputy on the ground of self-employment in the operation of a farm. The Referee upheld the decision of the deputy. The Commission affirmed the decision of the Referee.

Claim of Ira Oliver Crouch (Discharge for misconduct)

In this case the claims deputy imposed a disqualification of eight weeks for the reason that the claimant had been discharged for misconduct in connection with his work. The Referee modified the decision of the deputy, but still disqualified the claimant for a period of four weeks for having been discharged from his employment for misconduct in connection with his work. The Commission affirmed the decision of the referee.

Claim of George O'Hara (Eligibility)

Claims deputy held that the claimant was ineligible to receive benefits, having failed to meet the eligibility requirements

of the law in accordance with the Interstate Benefit Plan. The Referee reversed the decision of the deputy. The Commission reversed the decision of the Referee for the reason that it was their opinion that the claimant had failed to comply with the requirements of the Interstate Benefit Payment Plan and was, therefore, not eligible for benefits during the two weeks in which he was in a transient status.

Claim of Garfield H. Notz (Discharge for Misconduct)

In this case the deputy disqualified the claimant for six weeks for having been discharged because of misconduct in connection with his work. The Referee reversed the decision of the deputy. The Commission held that the claimant was not discharged for misconduct in connection with his work and thereby affirmed the decision of the Referee.

Claim of Charles B. Mealey (Self-Employment)

Benefits were denied to claimant by claims deputy on grounds of self-employment in the operation of a farm. The Referee affirmed the decision of the deputy. The Commission held that the claimant was unemployed, able and available for full-time employment, and actually seeking employment in the labor market, and was not self-employed, thereby reversing the decision of the Referee.

Claim of Arthur L. Babb (Self-Employment)

In this case the Referee upheld the decision of the claims deputy which denied benefits to the claimant on the grounds that he was not unemployed and was, in fact, self-employed in the garage business. The Commission affirmed the decision of the Referee in all respects.

Claim of Marjorie Forres Flannery (Disqualification Reduction)

In this case the Referee reduced the disqualification imposed upon this claimant by the claims deputy from 16 to 6 weeks on the ground that the circumstances were such that the disqualification imposed by the deputy was unreasonable and should, therefore, be reduced. The Commission reversed the Referee's decision, thereby affirming the decision of the deputy.

Claim of Laura Stutzman (Suitable Work)

Claimant was denied benefits by the claims deputy on the ground that she had voluntarily quit her employment without good cause attributable to the employer. Claimant contended that the work was not suitable. The Referee upheld the decision of the deputy. The Commission affirmed the decision of the Referee.

S. S. Magoffin Company, Inc., vs. Tunnel and Construction Workers Union No. 1363 (Labor Dispute)

Stoppage of work occurred on November 23, 1940 at the Company premises at Estes Park, Colorado. The dispute involved

working conditions and the status of certain individuals employed.

Decision: The construction and tunnel workers involved disqualified from receiving benefits on November 23, 1940, to November 28, 1940, inclusive. Electricians, engineers and blacksmiths were not participating in or directly interested in the strike, and were allowed benefits.

Dime Delivery System vs. Delivery and Taxicab Drivers and Helpers Local Union No. 435 (Labor Dispute)

Stoppage of work occurred on the premises of the employer on November 23, 1940. The dispute involved an agreement between the Delivery and Taxicab Drivers and Helpers Local Union No. 435 concerning conditions of employment and a closed shop.

Decision: Unemployed drivers disqualified from November 18, 1940, to November 22, 1940, inclusive.

Greeley Ice and Cold Storage Company vs. International Union of Operating Engineers Local Union No. 452 (Labor Dispute)

Stoppage of work occurred on the premises of the employer on January 6, 1941. The dispute involved an agreement with the International Union of Operating Engineers Local Union No. 452 concerning conditions of employment.

Decision: Workers not disqualified from receiving benefits.

S. S. Magoffin Company, Inc. vs. A. F. of L. and Associated Crafts (Labor Dispute)

Stoppage of work occurred on February 1, 1941, at the premises of the employer in the construction of the Big Thompson Tunnel Project at Estes Park, Colorado. The Commission found that a stoppage of work existed because of a strike from February 1, 1941, to February 7, 1941, inclusive.

Decision: Employes disqualified from receiving benefits from February 1, 1941, to February 7, 1941, inclusive.

Hassell Engineering Company vs. The International Association of Machinists Local Union No. 1353 District No. 86 (Labor Dispute)

Stoppage of work occurred on February 7, 1941, at the premises of the Hassell Engineering Company at Colorado Springs, Colorado.

Decision: Commission determined that this stoppage of work was due to a voluntary action on the part of the employer. Claimants were allowed benefits without disqualification.

Bituminous Coal Operators of State vs. Workers of Coal Industry (Labor Dispute)

In the interest and welfare of the People of the State of Colorado, the Industrial Commission sets forth its policy with respect to the payment of benefits to unemployed coal miners.

On April 2, 1941, a stoppage of work occurred at the premises of the Bituminous Coal Producers in the State of Colorado, members of the United Mine Workers of America District 15.

The United Mine Workers contend that stoppage of work was due to expiration of their two-year wage contract. The producers contend that cessation of work was a voluntary act on the part of the miners and work was available on expired contract until such time as a new agreement, satisfactory to both parties, was reached. Commission findings dealt with four groups of workers: Group One—Workers separated from their employment prior to March 31, 1941, due to lack of work; Group Two —Workers with "partial unemployment" (as defined by Act) prior to March 31, 1941, participated in and were directly interested in a strike; Group Three—Workers employed full time as of March 31, 1941, participated in and were directly interested in a strike; and, Group Four—Workers separated from employment immediately prior to April 1, 1941, by employers usually operating at this time of year and who resumed production at the settlement of or immediately following the settlement of said strike—were participating in and directly interested in a strike.

Decision: Group One workers entitled to unemployment compensation benefits if otherwise qualified. Workers in Groups Two, Three and Four not entitled to benefits as long as strike continues. Such decision on broad policy basis. (April 23, 1941.)

Standard Fire Brick Company vs. Employes (Labor Dispute)

Stoppage of work at the Standard Fire Brick Company on April 3, 1941, due to a dispute regarding a demand for an increase in wages.

Decision: Employees disqualified from receiving benefits from April 3 to April 12, 1941, inclusive.

Stayput Clamp and Coupling Company vs. Machinist Union, Local No. 47 (Labor Dispute)

On August 16, 1941, seven employes quit work at the premises of the Stayput Clamp and Coupling Company due to the fact that their demand for a wage increase could not be considered; however, no stoppage of work existed.

Decision: Commission finds that Section 5(d) of the Act is not applicable and this case was remanded to the Department of Employment Security for appropriate action.

Sommers Market Company, Inc. vs. Meat Cutters Union (Labor Dispute)

A labor dispute occurred on September 23, 1941, between the employer and the union due to the fact that a satisfactory agreement could not be reached between the union and the employer. The Commission found that a strike was called by the meat cutters employed by the Sommers Market, that Section 5(d) was involved but not applicable since there was no stoppage of work at the establishment of the employer.

Decision: Workers are not disqualified from receiving unemployment compensation benefits. (October 23, 1941.)

Veta Mines, Inc. vs. Employes (Labor Dispute)

Stoppage of work occurred on September 11, 1941, at the premises of the employer. The dispute involved a demand for an increase in wages. The Commission found that a stoppage of work existed because of a strike from September 11, 1941, to September 15, 1941, inclusive.

Decision: Employes disqualified from receiving benefits from September 11, 1941, to September 17, 1941, inclusive.

J. R. Marks Truck Line and J. R. Marks Produce Company vs. Teamsters and Truck Drivers Union Local No. 13 (Labor Dispute)

Stoppage of work occurred on November 3, 1941, at the premises of the J. R. Marks Truck Line and J. R. Marks Produce Company because of the inability of the union and employers to agree on terms and conditions of employment.

Decision: Employes of the J. R. Marks Truck Line disqualified from receiving benefits from November 3, 1941, to November 16, 1941, inclusive.

The Commission found that the J. R. Marks Produce Company is a separate establishment under the provisions of Section 5(d) of the Act and individuals solely engaged in this establishment should be deemed entitled to benefits if otherwise eligible during said period.

Merrion and Wilkins Wool Company vs. Delivery, Taxicab and Helpers Union Local No. 435 (Labor Dispute)

Stoppage of work occurred on October 29, 1941, at the premises of the employer in Denver, Colorado. The dispute involved the demand for an increase in wages and a closed shop.

Decision: Employes disqualified from receiving benefits. (December 15, 1941.)

Ed H. Honnen Construction Company vs. Operating Engineers and Building and Common Laborers Union (Labor Dispute)

Stoppage of work occurred on December 3, 1941, on the premises of the employer at Loveland Pass, Colorado. The dispute involved a controversy between the employer and the union concerning the union's demand for a closed shop.

Decision: Employes disqualified from receiving benefits for the week beginning December 3, 1941, and for each week thereafter for the duration of this stoppage of work.

CASES IN WHICH THE DECISION OF THE COMMISSION WAS APPEALED FROM AND IN WHICH COURT DECISIONS WERE RENDERED

Of these cases, the District Courts affirmed nine decisions of the Commission and reversed two decisions of the Commission, and the Supreme Court upheld seven decisions of the Commission, there remaining four cases now pending.

Alfonso Sandoval, Employes of The Huerfano Coal Company, and The United Mine Workers of America, District 15 vs. Industrial Commission of the State of Colorado (Ex-Officio Unemployment Compensation Commission) and The Huerfano Coal Company; (Labor Dispute)

Ray R. Montgomery, Employes of the Colorado-Utah Coal Company, and The United Mine Workers of America, District 15 vs. Industrial Commission of the State of Colorado (Ex-Officio Unemployment Compensation Commission) and The Colorado-Utah Coal Company; (Labor Dispute)

Gust Ahoe, Employes of The Moffat Coal Company and The United Mine Workers of America, District 15 vs. Industrial Commission of the State of Colorado (Ex-Officio Unemployment Compensation Commission) and The Moffat Coal Company; (Labor Dispute)

Richard Monks, Everett Ford, Employes of The Victor-American Fuel Company and The United Mine Workers of America, District 15 vs. Industrial Commission of the State of Colorado (Ex-Officio Unemployment Compensation Commission) and The Victor-American Fuel Company; (Labor Dispute)

Ray Lewis, Employes of The Keystone Coal Company, and The United Mine Workers of America, District 15 vs. Industrial Commission of the State of Colorado (Ex-Officio Unemployment Compensation Commission) and The Keystone Coal Company; (Labor Dispute)

Victor Bazanele, Employes of the Bear Canon Coal Company and The United Mine Workers of America, District 15 vs. Industrial Commission of the State of Colorado (Ex-Officio Unemployment Compensation Commission) and the Bear Canon Coal Company; (Labor Dispute)

Department of Employment Security vs. The Industrial Commission of Colorado; Fred K. Bryant, Jr., et al., United Mine Workers of America, District 15, and The Hayden Coal Company, a Corporation. (Labor Dispute)

The above cases are a group of cases referred to as the "strike" cases. All of these cases involve the question as to whether or not miners were unemployed due to a stoppage of work which existed because of a strike at the mines. In six of said cases, the Industrial Commission found that the unemployment was due to a stoppage of work which existed because of a strike at the mines, and therefore the claimants were disqualified under the law from receiving benefits. From said decisions of the Commission an appeal was made to the District Court, where said cases were consolidated and tried under the case entitled *Alfonso Sandoval, et al. vs. Industrial Commission, et al.* The District Court affirmed the decisions of the Commission, and the cases were appealed to the Supreme Court, which affirmed the decisions of the District Court, upholding the decisions of the Commission.

In one of the labor dispute cases, *Department of Employment Security vs. The Industrial Commission of Colorado, Fred K. Bryant, Jr., et al.,* the Commission held by a 2-1 decision that the stoppage of work was not due to a strike, but to some other cause. In this case, the District Court reversed the Commission, and the matter is now pending before the Supreme Court.

Department of Employment Security of the State of Colorado vs. Industrial Commission of Colorado, the Denver Dry Goods Company, a corporation, and Georgia M. Strand; (Suitable Work)

Department of Employment Security of the State of Colorado vs. Industrial Commission of Colorado, the Neusteter Company, a corporation, and Ida H. Thompson; (Suitable Work)

Department of Employment Security of the State of Colorado vs. Industrial Commission of Colorado; the Denver Dry Goods Company, a corporation, and Evelyn L. Reece; (Suitable Work) District Court of the City and County of Denver

In all three of the above cases, the Industrial Commission held in effect that a wife who leaves her employment in order that she might live with her husband, who has in good faith changed his residence to another and distant county because of his obtaining a better position for himself, should be disqualified for having left work voluntarily without good cause, and that upon her refusal to accept the same employment when offered her, should be further disqualified for having failed, without good cause, to accept suitable work offered her. From the decisions of the Commission, the department has appealed to the District Court. Pending.

Carmine Dellacroce vs. The Industrial Commission (Ex-Officio Unemployment Compensation Commission of Colorado, and Golden Cycle Corporation (Self-Employment) District Court of El Paso County

In this case the question arose as to whether or not Dellacroce, a coal miner, was entitled to benefits. He worked in the coal mines during the winter months and during the summer months lived on a farm—the question being whether or not his activity on the farm constituted self-employment and therefore disqualified him from receiving benefits. The Commission held that he was self-employed and the District Court affirmed the Industrial Commission decision. The matter is now pending in the Supreme Court.

Joe (Joseph) H. Moschetti vs. The Industrial Commission (Self-Employment) District Court of Fremont County

In this case the plaintiff collected unemployment compensation benefits. The Commission later ruled that the plaintiff was

not entitled to said benefits. The plaintiff then appealed the decision of the Commission to the District Court of Fremont County. The facts were that the plaintiff worked in the coal mines during the winter and during the summer operated a small orchard and raspberry patch, the crops from which were sold to the public. The Court held that he was self-employed and not entitled to the benefits he had received, but also held that the department could not collect the benefits received by him, but should collect the same from benefits to which he might be entitled in the future, provided at such time in the future it would be equitable to collect the same. The case was not appealed to the Supreme Court.

George Lazar vs. Industrial Commission of Colorado (Suitable Work) District Court of the City and County of Denver

In this case the Commission ruled that an offer of employment to the plaintiff, who had filed application for unemployment compensation benefits and who was a coal miner living at Frederick, Colorado, which offer of employment was for work in Routt County, Colorado, was an offer of suitable employment, and the plaintiff's refusal to accept the same disqualified him from benefits under the Act. The decision was appealed to the District Court at Denver, Colorado, which District Court ruled that the said work was unsuitable and therefore the plaintiff was entitled to benefits. This case is being appealed to the Supreme Court.

Nepomiceno Parra vs. Industrial Commission of Colorado, et al. (Suitable Work) District Court of the City and County of Denver

In this case the facts are the same and the decision of the Commission is the same as in the *George Lazar vs. Industrial Commission case.* The District Court of Denver, to which the case has been appealed, has not yet rendered its decision.

COURT CASES IN WHICH THE COMMISSION WAS A PARTY, BUT IN WHICH NO DECISION OF THE COMMISSION WAS INVOLVED

Edith N. Ackley vs. Industrial Commission of Colorado, and Homer F. Bedford, Treasurer of the State of Colorado and Ex-Officio Treasurer of the Unemployment Compensation Fund (Constitutionality and Limitations Statute) District Court of El Paso County

In this case, pleadings of the plaintiff and the defendants raised the issue before the Court as to whether or not Section 19(f)(4) of the Act as it existed prior to amendment in 1941 is unconstitutional, and whether or not Section 14(c) of the present Act is a statute of limitations precluding an employer from recovering contributions erroneously paid more than two years prior to the date of application therefor. The District Court held that Section 19(f)(4) of the Act was constitutional. The Court did not rule on Section 14(c).

Robert R. Rapalje, d/b/a R. W. T. Motor Service vs. Bernard E. Teets, as Executive Director of the Department of Employment Security, the Colorado Department of Employment Security, Farrington R. Carpenter, as Director of Revenue of the State of Colorado, and Gail L. Ireland, as Attorney General of the State of Colorado (Constitutionality) District Court of Pueblo County

In this case the constitutionality of Section 19(f)(3) of the 1939 Act and of Section (8)(a) and (b) of the 1941 Act was challenged. Section 19(f)(3) reads as follows:

> "Section 19(f) 'Employer' means:
>
> (3) Any individual or employing unit which acquired the organization, trade or business, or substantially all the assets thereof, of another employing unit (not an employer subject to this Act) and which, if subsequent to such acquisition it were treated as a single unit with such other employing unit, would be an employer under paragraph (1) of this subsection."

The Court held that the acquisition of the organization, trade or business by one of the employing units in the said case did not occur as contemplated in the law, and that therefore there was no liability. This case is being appealed to the Supreme Court and is now pending.

A. C. Leach, an individual, d/b/a Biff Manufacturing Co. and Leach Realty Co. vs. B. E. Teets, Executive Director of the Colorado Department of Employment Security, the Colorado Department of Employment Security, Farrington R. Carpenter, Director of Revenue of Colorado, A. G. Kochenberger, County Clerk and Recorder of Pueblo County, Colorado (Constitutionality) District Court of Pueblo County

In this case, the same issues were presented to the Court as that in the case of *Ackley vs. Industrial Commission, et al.,* above referred to. The Court ruled that Section 19(f)(4) was constitutional but that the control contemplated in said section was not present in the instant case, and therefore the employing units could not be joined. This case is being appealed to the Supreme Court.

Industrial Commission of the State of Colorado vs. Bert E. Tallon, d/b/a Alamosa Laundry and Dry Cleaning (Interest) District Court of Alamosa County

This employer refused to pay interest items and suit was filed. During pendency of the suit, the employer paid the interest items and the suit was dismissed.

International Service Union Association, a Corporation vs. Industrial Commission, et al. (Insurance Agents) District Court of the City and County of Denver

This case involved the question of whether agents soliciting mutual benefit insurance are "insurance agents." Trial Court

ruled in favor of the plaintiff, and the Supreme Court affirmed the decision of the District Court.

Genessee Mountain Fox and Mink Farms, Inc., a Corporation vs. Bernard E. Teets, et al. (Agricultural Labor) District Court of the City and County of Denver

The District Court held that the services rendered in the raising, breeding, and caring for fur-bearing animals come within the term "agricultural labor."

Barney B. Kean, Assignee of the Creditors' Collection Bureau, Inc. vs. Industrial Commission, et al (Limitations Statute) District Court of the City and County of Denver

In this case the Court, rather than ruling upon the question of whether or not the plaintiff should be granted a refund under the two-year statute of limitations, ruled that the plaintiff, as the pleading stood before the Court, was not entitled to a refund at all, and therefore did not pass upon the question of the two-year limitation.

Maul Carpet Cleaning Company vs. Bernard E. Teets, et al. (Construing term "employe") District Court of the City and County of Denver

In this case the question was presented to the Court as to whether or not an individual performing services at irregular intervals and without remuneration should be considered an "employe" under the Act. The Court ruled that such an individual, under the facts of the case before it, should not be considered an "employe" under the Act.

G. G. McBride, et al. vs. the Department of Employment Security et al. (Construing term "employe") District Court of the City and County of Denver

In the above case, the question presented to the Court was whether or not a bookkeeper and an individual assisting him were to be considered employes of the plaintiff by virtue of Section 19(g)(5) (A), (B), and (C). The Court held that said individuals did not come within the purview of said section and therefore should not be considered employes of the plaintiff.

Bernard E. Teets, Executive Director of Department of Employment Security of Colorado vs. Brainerd, Montgomery and Company, a Corporation (Limitations Statute) District Court of the City and County of Denver

In this case the question was presented as to whether or not a refund should be made of taxes paid by the Company, including taxes paid more than two years prior to the filing of application for refund. The Court held that the two-year statute for the filing of claims for refund was a procedural statute to which the employer might resort and did not supersede the six-year statute of limitations, and therefore ruled that the department should refund those taxes also, paid more than two years prior to the

filing of the application for refund. The case was not appealed to the Supreme Court.

Bernard E. Teets, Executive Director of the Department of Employment Security of Colorado vs. Edgar and Blanche Egan, a co-partnership, d/b/a The Egan Printing Company (Limitations Statute) District Court of the City and County of Denver

This case is pending in the District Court in and for the City and County of Denver. Under the facts, the Company was refunded, upon application, all taxes paid by it up to and including those taxes paid within two years from the date of the filing of application for refund. When other taxes became due from the Company, it filed its report, but instead of paying current taxes, attempted to pay the same by way of set-off, claiming credit to those taxes which had been paid more than two years prior to the filing of the application. The department brought suit for the current taxes.

REGULATIONS

Regulation No. 1—Contributions by employers. (Revisions March 14, 1941, April 29, 1941, and November 12, 1941.)

Regulation No. 2—Interest on past-due contributions. (Revised June 16, 1941.)

Regulation No. 3—Records. (Revisions May 28, 1941, December 2, 1941, and March 14, 1942.)

Regulation No. 4—Reports. (Revisions November 12, 1941, and March 14, 1942.)

Regulation No. 5—Definition of wages subject to contribution. (Revised November 12, 1941.)

Regulation No. 6—Agricultural labor. (Rescinded November 12, 1941.)

Regulation No. 7A—Registration and filing of claims except in cases of partial unemployment. (Revisions November 12, 1941, and March 14, 1942.)

Regulation No. 7C—Filing of claims by mail. (Revised November 12, 1941.)

Regulation No. 8—Identification of workers covered by Colorado Employment Security Act. (Revised November 12, 1941.)

Regulation No. 9—Posting of notice to workers. (Revised November 12, 1941.)

Regulation No. 10—Separation from work or refusal to accept suitable work. (Revised December 2, 1941, and March 14, 1942.)

Regulation No. 14—Week of total unemployment. (Revisions November 12, 1941, and March 14, 1942.)

Regulation No. 16—Week of disqualification. (Revisions November 12, 1941, and March 14, 1942.)

Regulation No. 17—Payment of benefits to interstate claimants. (Revisions August 30, 1941, and April 28, 1942.)

Regulation No. 18—Interested parties. (Revised November 12, 1941).

Regulation No. 19—Partial benefits. (Revised May 28, 1941, December 2, 1941, March 14, 1942, and October 10, 1942.

Regulation No. 20—Appeals. (Revisions March 14, 1942, and October 10, 1942.)

Regulation No. 21—Redeterminations. (Revisions November 12, 1941, and March 14, 1942.)

Regulation No. 22—Definition of regular employment for waiting period purposes. (Rescinded November 12, 1941.)

Regulation No. 23—Merit rating, charges against employes' accounts. (Rescinded November 12, 1941.)

Regulation No. 24—Merit rating—When charge-backs are made. (Rescinded January 6, 1941.)

Regulation No. 25—Merit rating—Dissolution and joinder of accounts. (Revised February 28, 1941.)

Regulation No. 26—Experience rating. (Revised January 9, 1942.)

Regulation No. 27—Successors in business—Transfer of employers' accounts. (Approved August 30, 1941.)

Regulation No. 28—Notice of acquisition. (Approved and adopted December 29, 1941; rescinded January 9, 1942.)

Regulation No. 29—Annual wage reports. (Approved and adopted December 29, 1941; revisions January 24, 1942, and March 14, 1942.)

Regulation No. 30—Administrative hearings upon applications for reviews and determinations of benefits charged to an employer's account, and rates of contribution. (Approved and adopted March 14, 1942; revisions April 28, 1942 and June 25, 1942.)

RULES

Rule No. 2—Part-time workers (Rescinded November 25, 1941.)

Rule No. 2—United States Employment Service offices as agencies of the Department of Employment Security (Approved and established April 28, 1942.)

Rule No. 3—Total wages required to qualify beet sugar industry workers for benefits (Rescinded November 25, 1941.)

Rule No. 4—Period during which benefits shall be payable to beet sugar industry workers (Rescinded November 25, 1941.)

Rule No. 5—Method by which benefits paid to beet sugar industry workers shall be charged (Rescinded November 25, 1941.)

Rule No. 6—Benefit charge-backs in cases of two or more simultaneous employers (Approved and established November 25, 1941.)

SEASONALITY HEARINGS

The Commission had before it the following cases, filed by way of application by the following employers, that certain operations within their industry be declared to be seasonal under the seasonality provisions of the Colorado Employment Security Act, to-wit:

Diven Packing Company, Inc.
Libby, McNeill & Libby
Kuner-Empson Company
Great Western Sugar Company
Holly Sugar Corporation
National Sugar Manufacturing Company
American Crystal Sugar Company
Fort Lupton Canning Company
Western Canning Company
Western Railways Ice Company
The Crown Hill Cemetery Association
The Elitch Gardens Company

In each of said cases, the Commission ruled in favor of the employers and rendered decisions accordingly.

STATE COMPENSATION INSURANCE FUND

The secure financial position of the State Compensation Insurance Fund and the enviable protection its policyholders enjoy are reflected by the accompanying statement.

However, the success of the State Fund cannot be measured in terms of dollars alone. Its humanitarian, social and economic services to labor, industry and the public are of equal import and are an integral part of our operations. It is gratifying, therefore, to report to you that these services are furnished more widely than ever before; that their quality reached new high standards, and that the financial strength of the State Fund increased to the highest point ever attained in the history of the State Compensation Insurance Fund.

The fund continues to be the leader in this highly competitive field and, as a result of this leadership, the rates for compensation insurance are constantly being reduced.

Total premiums written by the State Fund since August 1, 1915, amount to $23,292,267.58; losses paid for compensation and medical, $14,487,076.20, and dividends amounting to $4,422,325.91 have been returned to the policyholders, which is a benefit enjoyed by the fund's policyholders in addition to the initial differential of 30% in rates.

We again emphasize that the people of Colorado enjoy the facilities of the State Fund without any expense of taxation or assessment, it being a self-supporting institution operated with a statutory limit set on its operating costs.

STATE COMPENSATION INSURANCE FUND
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 1941

ASSETS

U. S. Government, State and Municipal Obligations		$4,596,429.13
Warrants of Colorado Counties, Towns and School Districts		4,676.61
Cash on Deposit		165,079.00
Premiums in Course of Collection		341,054.79
Interest Accrued		39,787.56
		$5,147,027.09
Deduct Assets Not Admitted		46,344.09
Total Admitted Assets		$5,100,683.00

LIABILITIES

Reserve for Compensation and Medical Benefits		$2,497,036.32
Unearned Premiums		564,178.94
Dividends Declared but Unpaid		23,595.56
Reserve—Policyholders' Dividends	$425,000.00	
Replacement Office Equipment	10,000.00	435,000.00
		$3,519,810.82
Catastrophe Fund		850,000.00
Surplus		730,872.18
Total Liabilities		$5,100,683.00

1941 INCOME

*Premiums Written		$1,826,658.97
Interest Received		153,071.98
Miscellaneous		10,034.10
From Sale and Redemption of Bonds		192,761.76
Warrants		3,770.89
Total Income		$2,186,297.70
Cash on Hand December 31, 1940	$131,243.36	
Premiums Outstanding Dec. 31, 1940	328,266.45	459,509.81
		$2,645,807.51

1941 DISBURSEMENTS

Compensation and Medical Benefits Paid During Year		$1,277,257.48
Dividends Paid Policyholders		442,815.26
Operating Expense		161,609.59
Bonds and Warrants Purchased:		
Bonds		255,352.18
Warrants		2,639.21
Total Disbursements		$2,139,673.72
Cash on Hand December 31, 1941	$165,079.00	
Premiums Outstanding Dec. 31, 1941	341,054.79	506,133.79
		$2,645,807.51

*State Fund premiums are written 30% under standard Manual rates.

STATE COMPENSATION INSURANCE FUND

INCOME AND DISBURSEMENTS

January 1 to November 30, 1942

INCOME

Premiums Written		$1,668,174.72
Interest Received:		
Bonds	$150,649.04	
State Highway Anticipation Warrants	13,749.85	
Registered Warrants	358.55	164,757.44
From Sale and Redemption of Bonds		296,666.87
Registered Warrants		3,980.01
Salvage Recovery Third Party Claims		3,485.95
Cash on Hand December 31, 1941		165,079.00
Premiums Outstanding December 31, 1941		341,054.79
		$2,643,198.78

DISBURSEMENTS

Compensation and Medical Paid		$1,138,500.20
Dividends to Policyholders		426,941.85
Operating Expense		152,614.23
Investments:		
Bonds	$ 99,900.00	
Registered Warrants	3,227.63	
Highway Anticipation Warrants	443,337.90	546,465.53
Cash on Hand November 30, 1942		214,898.42
Premiums Outstanding November 30, 1942		163,778.55
		$2,643,198.78

WORKMEN'S COMPENSATION

CLAIM DEPARTMENT STATISTICS

It will be noted from the statistical sheets following that during the first half of the biennium this department received 36,884 reports of accidental injuries suffered within the course of employment. It supervised the payment of compensation in 5,329 cases where liability was admitted and adjudicated 1,069 claims by formal hearing before a Referee. The Referees also conducted 82 sessions of hearings in 38 different towns and cities other than Denver.

For the second half of the biennium this department received 61,795 reports of accidental injuries suffered within the course of employment or almost twice the number ever reported for any previous year. It supervised the payment of compensation in 5,790 cases where liability was admitted and adjudicated 1,267 claims by formal hearing before a Referee. During the first 11 months of 1942 the Referees conducted 89 sessions of hearings in 36 different towns and cities throughout the State, not including Denver.

In addition to the above the Referees heard compensation claims in Denver three days a week during the entire biennium.

During the biennium 37 Workmen's Compensation cases appealed from the ruling of the Commission have been decided by the Colorado Supreme Court. Of this number the Commission's decisions were affirmed in 28 cases and reversed in 9 cases. Of these 9 cases all but two had been previously affirmed upon review in the District Court. In 10 of the cases appealed, where the District Court reversed the orders of the Commission, the Supreme Court reversed the District Court and ordered the awards of the Commission affirmed.

It is the policy of this Commission to hold hearings in leading industrial centers every 60 to 90 days and in other parts of the State as frequently as the need requires, but not less than twice each year. Special trips are occasionally made to various parts of the State where it is apparent that the delay occasioned by scheduled hearings would work a hardship on the parties involved.

A comparison between the work being done now by this department and that of previous years is strikingly shown by the statistics on the succeeding pages. Despite the marked increase in employment during the year 1942, and the doubling of the number of injuries reported, only 461 more admissions of liability were filed and 198 more claims adjudicated by hearing than within the year 1941. This may be explained by the fact that many injured employes have failed to either file and prosecute their claims for compensation benefits because of the attraction of exceedingly high wages with comparatively low compensation returns or patriotism. As the demand for labor decreases there will undoubtedly be a substantial increase in the number of claims filed and petitions to re-open cases heretofore thought to be disposed of. Insurance carriers will then feel these hidden costs and this Commission the extra work to be accomplished.

WORKMEN'S COMPENSATION INSURANCE

Premium Income and Losses Paid—Colorado

NET PREMIUM INCOME

Year	Stock Companies	Mutual Companies	State Fund	Yearly Totals
1915*	$ 32,602.56	$ 163,526.58	$ 46,710.00	$ 242,839.14
1916	475,402.36	254,351.63	134,371.41	864,125.40
1917	664,049.89	303,466.36	192,328.45	1,159,844.70
1918	854,239.28	382,528.75	370,593.75	1,607,361.78
1919	818,782.86	313,432.55	267,612.12	1,399,827.53
1920	906,639.75	502,262.10	460,116.11	1,869,017.96
1921	931,622.93	416,087.25	364,009.52	1,711,719.70
1922	590,611.51	330,407.73	339,537.41	1,260,556.65
1923	665,509.93	402,663.69	404,562.16	1,472,735.78
1924	806,751.61	398,077.73	412,733.56	1,617,562.90
1925	1,033,794.56	351,428.79	554,868.86	1,940,092.21
1926	1,031,537.78	348,613.55	605,630.54	1,985,781.87
1927	1,001,375.17	357,852.64	880,400.39	2,239,628.20
1928	965,159.08	420,823.09	676,327.54	2,062,309.71
1929	1,092,230.06	434,515.26	720,568.78	2,247,314.10
1930	1,050,513.00	373,002.00	747,652.00	2,171,167.00
1931	877,422.00	302,816.00	697,955.00	1,878,193.00
1932	583,191.00	234,998.00	614,933.00	1,433,122.00
1933	518,321.00	197,971.00	635,432.00	1,351,724.00
1934	698,422.00	222,349.00	1,071,251.00	1,992,022.00
1935	688,411.00	293,835.00	1,474,421.00	2,456,667.00
1936	847,836.00	353,160.00	1,492,097.00	2,693,093.00
1937	879,099.00	460,158.00	1,747,866.00	3,087,123.00
1938	794,695.00	378,779.00	1,489,338.00	2,662,812.00
1939	781,866.00	377,597.00	1,750,157.00	2,909,620.00
1940	767,904.00	408,683.00	1,637,739.00	2,814,326.00
1941	862,387.00	854,283.00	1,826,659.00	3,543,329.00
Totals	$21,220,376.33	$ 9,837,668.70	$21,615,870.60	$52,673,915.63

NET LOSSES PAID

Year	Stock Companies	Mutual Companies	State Fund	Yearly Totals
1915*	$ 1,738.02	$ 2,637.46	$ 2,563.65	$ 6,939.13
1916	128,719.80	23,188.98	28,535.76	180,444.54
1917	191,556.57	58,546.16	42,497.24	292,599.97
1918	243,915.88	74,008.02	51,391.68	369,315.58
1919	294,156.65	98,135.51	86,546.79	478,838.95
1920	356,059.22	111,893.71	128,333.71	596,286.64
1921	389,800.87	130,440.08	168,340.20	688,581.15
1922	385,124.75	141,611.72	178,710.00	705,446.47
1923	499,806.15	134,095.21	201,169.98	835,071.34
1924	528,407.02	134,713.11	246,969.03	910,089.16
1925	567,364.78	139,083.34	279,972.80	986,420.92
1926	596,449.24	139,019.76	310,296.34	1,045,765.34
1927	596,618.80	149,883.31	372,349.08	1,118,851.19
1928	610,412.52	156,431.50	413,826.79	1,180,670.81
1929	618,767.28	180,333.88	484,386.67	1,283,487.83
1930	646,477.00	183,490.00	510,018.00	1,339,985.00
1931	620,509.00	187,744.00	549,219.00	1,357,472.00
1932	486,772.00	165,921.00	540,915.00	1,193,608.00
1933	437,012.00	151,213.00	542,274.00	1,130,499.00
1934	426,975.00	145,498.00	599,829.00	1,172,302.00
1935	389,273.00	160,772.00	716,591.00	1,266,636.00
1936	395,839.00	183,529.00	878,480.00	1,457,848.00
1937	442,311.00	236,985.00	1,149,583.00	1,828,879.00
1938	370,473.00	241,599.00	1,229,301.00	1,841,373.00
1939	351,710.00	179,631.00	1,189,371.00	1,720,712.00
1940	347,688.00	205,364.00	1,170,470.00	1,723,522.00
1941	351,726.00	243,375.00	1,277,257.00	1,872,358.00
Totals	$11,275,662.55	$ 3,959,142.75	$13,349,197.72	$28,584,003.02

*From August 1st, 1915.

Classification	From Aug. 1st, 1915 to Nov. 30th, 1920 Commission	Referee	Totals	From Dec. 1st, 1920 to Nov. 30th, 1930 Commission	Referee	Totals	From Dec. 1st, 1930 to Nov. 30th, 1940 Commission	Referee	Totals	From Aug. 1st, 1915, to Nov. 30th, 1942 Grand Totals
1. Compensation:										
Fatal—Granted	573	300	873	254	1,472	1,726	198	1,079	1,277	4,172
—Denied	69	40	109	77	357	434	105	234	339	928
Non-Fatal—Granted	478	521	999	1,006	10,333	11,339	1,481	10,296	11,777	26,875
—Denied	177	156	333	298	3,418	3,716	382	1,868	2,250	6,767
2. Compensation Increase:										
Fatal—Granted	4	1	5	10	10	20	6	12	18	49
—Denied	2	0	2	3	0	3	6	8	14	22
Non-Fatal—Granted	2	13	15	85	237	322	116	221	336	737
—Denied	0	0	0	0	0	0	47	54	101	137
3. Compensation Reduced:										
Fatal—Granted	6	1	7	4	49	53	1	9	10	70
—Denied	2	1	3	0	5	5	1	5	6	14
Non-Fatal—Granted	12	18	30	12	57	69	23	93	116	249
—Denied	2	7	9	2	8	10	7	27	34	76
4. Lump Sum Settlements:										
Fatal—Granted	148	0	148	277	0	277	359	0	359	841
—Denied	127	0	127	257	0	257	249	0	249	707
Non-Fatal—Granted	191	0	191	863	0	863	1,766	0	1,766	3,252
—Denied	66	0	66	319	0	319	782	0	782	1,344
5. Rehearings:										
Fatal—Granted	33	0	33	54	47	101	35	43	78	216
—Denied	88	0	88	97	1	98	68	30	98	336
Non-Fatal—Granted	45	2	47	493	891	1,294	931	1,496	2,427	3,943
—Denied	92	0	92	257	4	261	989	226	1,215	2,185
6. Disfigurement:										
—Granted	32	12	44	23	270	293	51	402	453	901
—Denied	2	3	5	0	15	15	12	51	63	98
7. Miscellaneous	95	90	185	793	1,532	2,325	2,235	2,420	4,655	8,027
8. Total Awards	2,246	1,165	3,411	5,094	18,706	23,800	9,849	18,574	28,423	61,946
Total Awards Referee	42,871									
Total Awards Commission	19,075									
(Totals 61,946)										

Classification	From Dec. 1st, 1940 to Nov. 30th, 1941 Commission	Referee	Totals for Year	From Dec. 1st, 1941 to Nov. 30th, 1942 Commission	Referee	Totals for Year	Grand Totals for Biennium
1. Compensation:							
Fatal—Granted	9	134	143	11	142	153	296
—Denied	4	24	28	3	15	18	46
Non-Fatal—Granted	106	1,182	1,288	119	1,353	1,472	2,760
—Denied	26	185	211	22	235	257	468
2. Compensation Increase:							
Fatal—Granted	0	2	2	0	4	4	6
—Denied	0	2	2	0	1	1	3
Non-Fatal—Granted	6	20	26	9	29	38	64
—Denied	2	12	14	5	17	22	36
3. Compensation Reduced:							
Fatal—Granted	0	0	0	0	0	0	0
—Denied	0	0	0	0	0	0	0
Non-Fatal—Granted	2	13	15	2	17	19	34
—Denied	6	6	12	0	11	11	23
4. Lump Sum Settlements:							
Fatal—Granted	26	0	26	31	0	31	57
—Denied	35	0	35	39	0	39	74
Non-Fatal—Granted	228	0	228	204	0	204	432
—Denied	89	0	89	88	0	88	177
5. Rehearings:							
Fatal—Granted	0	2	2	0	2	2	4
—Denied	17	6	23	23	6	29	52
Non-Fatal—Granted	96	19	115	48	12	60	175
—Denied	187	101	288	167	162	329	617
6. Disfigurement:							
Granted	3	36	39	4	68	72	111
Denied	0	6	6	0	9	9	15
7. Miscellaneous	144	261	405	125	332	457	862
8. Total Awards	986	2,011	2,997	900	2,415	3,315	6,312

Classification	From Dec. 1st, 1940 to Nov. 30, 1941	From Dec. 1st, 1941 to Nov. 30, 1942	Totals for Both Years
Number of Accidents	36,884	61,795	98,679
Percentage—Claims to Accidents	16.11%	10.64%	12.68%
Number of All Claims	5,942	6,573	12,515
A { Male	5,496	6,109	11,605
A { Percentage—All Claims	92.49%	92.94%	92.73%
B { Female	446	464	910
B { Percentage—All Claims	7.51%	7.06%	7.27%
Number of Fatal Claims (Deaths)	118	122	240
A { Coal Industries	22	51	73
A { Percentage—Fatal Claims	18.64%	41.80%	30.42%
B { Metal Industries	19	29	48
B { Percentage—Fatal Claims	16.10%	23.77%	20.00%
C { Miscellaneous Industries	77	42	119
C { Percentage—Fatal Claims	65.25%	34.43%	49.58%
Number of Non-Fatal Claims	5,824	6,451	12,275
A { Coal Industries	617	565	1,182
A { Percentage—Non-Fatal Claims	10.59%	8.76%	9.63%
B { Metal Industries	644	444	1,088
B { Percentage—Non-Fatal Claims	11.06%	6.88%	8.86%
C { Miscellaneous Industries	4,563	5,442	10,005
C { Percentage—Non-Fatal Claims	78.34%	84.36%	81.51%
Awards by Commission	986	900	1,886
Awards by Referee	2,011	2,415	4,426
Compensation Agreements Approved	5,329	5,790	11,119
Amputations	266	346	612
Loss of Use	541	482	1,023
Permanent Total	11	6	17
Permanent Partial	396	312	708
Temporary Total	4,731	5,335	10,066
Temporary Partial	104	67	171
Facial Disfigurement	39	68	107
Blood Poison	82	80	162
Wholly Dependent—Fatal Claims	84	92	176
Partially Dependent—Fatal Claims	15	11	26
No Dependent—Fatal Claims	12	18	30
Foreign Dependent—Fatal Claims	0	1	1
Compensation Denied	241	294	535
A. Fatal (Death)	33	25	58
B. Non-Fatal	208	269	477
Compensation Reduced	27	30	57
Average Weekly Wage	$27.68	$33.78	$30.73
Average Weekly Rate of Compensation	11.74	12.40	12.07
Rejection of the Act by Employers	104	106	210

Classification	Aug. 1st, 1915, to Nov. 30th, 1920	Dec. 1st, 1920, to Nov. 30th, 1930	Dec. 1st, 1930, to Nov. 30th, 1940	Aug. 1st, 1915, to Nov. 30th, 1942
Number of Accidents	70,019	185,741	264,305	618,744
Percentage—Claims to Accidents	23.47%	28.14%	17.70%	20.68%
Number of All Claims	16,437	52,264	46,771	127,987
A Male	15,951	50,533	44,487	122,576
A Percentage—All Claims	97.04%	96.69%	95.12%	95.77%
B Female	486	1,731	2,284	5,411
B Percentage—All Claims	2.96%	3.31%	4.88%	4.73%
Number of Fatal Claims (Deaths)	1,086	1,576	1,211	4,113
A Coal Industries	472	519	250	1,314
A Percentage—Fatal Claims	43.46%	32.93%	20.54%	31.95%
B Metal Industries	237	259	258	802
B Percentage—Fatal Claims	21.82%	16.43%	21.20%	19.50%
C Miscellaneous Industries	377	798	703	1,997
C Percentage—Fatal Claims	34.72%	50.63%	57.76%	48.56%
Number of Non-Fatal Claims	15,351	50,688	46,467	124,781
A Coal Industries	3,654	11,011	6,852	22,699
A Percentage—Non-Fatal Claims	23.81%	21.72%	14.75%	18.19%
B Metal Industries	2,314	5,564	5,543	14,509
B Percentage—Non-Fatal Claims	15.07%	10.98%	11.93%	11.63%
C Miscellaneous Industries	9,383	34,113	33,165	86,666
C Percentage—Non-Fatal Claims	61.12%	67.30%	71.37%	69.45%
Awards by Commission	2,246	5,094	9,854	19,080
Awards by Referee	1,165	18,706	18,574	42,871
Admissions of Liability Approved	14,478	42,325	38,459	106,381
Amputations	885	1,566	1,748	4,811
Loss of Use	277	655	2,387	4,342
Permanent Total	33	217	96	363
Permanent Partial	1,091	1,690	2,638	6,127
Temporary Total	14,271	48,626	42,676	115,639
Temporary Partial	165	360	425	1,121
Facial Disfigurement	56	313	494	970
Blood Poison	304	713	425	1,604
Wholly Dependent—Fatal Claims	476	805	777	2,234
Partially Dependent—Fatal Claims	85	219	111	441
No Dependent—Fatal Claims	241	432	184	887
Foreign Dependent—Fatal Claims	137	120	16	274
Compensation Denied	480	4,398	2,085	7,498
A. Fatal (Death)	105	426	228	817
B. Non-Fatal	375	3,972	1,857	6,681
Compensation Reduced	48	116	91	312
Average Weekly Wage	$21.38	$25.25	$23.30	$25.87
Average Weekly Rate of Compensation	8.38	10.57	10.40	10.61
Rejection of the Act by Employers	....	202	1,416	1,828

DIGEST OF COLORADO SUPREME COURT DECISIONS

Workmen's Compensation

So far as avaliable at the time of preparation, a digest has been made in this report of cases decided since November 30, 1940. Earlier cases will be found in previous reports of the Commission. The index numbers are arbitrarily presented but follow in the main the chronological order in which they have been handed down by the Supreme Court. Index numbers 1 to 87, inclusive, appear in the Ninth Report; 88 to 109, inclusive, in the Tenth Report; 110 to 137, inclusive, in the Eleventh Report; 138 to 159, inclusive, in the Twelfth Report; 160 to 197, inclusive, in the Thirteenth Report; 198 to 238, inclusive, in the Fourteenth Report; 239 to 270, inclusive, in the Fifteenth Report; 271 to 303, inclusive, in the Sixteenth Report; 304 to 342, inclusive, appear in this, the Seventeenth Report.

Colorado and Pacific Citations are given when available and the Industrial Commission numbers of the cases are prefixed by the letters "I. C.".

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THE WARNER CONSTRUCTION COMPANY, et al. vs. WATKINS and INDUSTRIAL COMMISSION

107 Colo. 88

I. C. No. 495454 108 P. (2d) 883 **Index No. 304**

Judgment Affirmed

En Banc.

Opinion by KNOUS, J.

Watkins, a mechanic, was employed by respondent employer as a "trouble shooter" to look after emergency repairs of employer's trucks and equipment. The work was performed either at the employer's shop or at the site of the trouble. To facilitate the work the "trouble shooters" were furnished a light pick-up truck which they used any place on the job where they had to go. Watkins lived in a cabin rented from the employer and located on its premises, about one hundred yards from the shop. He worked the 4 P. M. to midnight shift. On the evening of his accident, he went to the cabin for dinner about 8:30 P. M. "Trouble shooters" on the night shift are on duty eight hours per day, are paid for eight hours per day, and are allowed to eat their dinner when convenient. When claimant left the cabin about thirty minutes later he was obliged to open the cab door in order that he might back the truck out of the yard, as snow was falling and it was impossible for him to see. In so doing a timber fell, banging the door violently against the claimant's foot. He died a few hours later from a pulmonary embolism resulting from the injury.

The question presented is whether or not death resulted from an accident arising out of and in the course of his employment. The Court

> HELD: "An act of ministration by a servant to himself, such as quenching his thirst, relieving his hunger, protecting himself from excessive cold, performance of which while at work are reasonably necessary to his health and comfort, are incidents to his employment and acts of service therein within the Workmen's Compensation Act, though they are only indirectly conducive to the purpose of the employment. Consequently, no break in the employment is caused by the mere fact that the workman is ministering to his personal comforts or necessities, as by warming himself, or seeking shelter, or by leaving his work to relieve nature, or to procure drink, refreshment, food, or fresh air, or to rest in the shade.
>
> "We are, therefore, of the opinion that the award of the Industrial Commission was warranted by the evidence and the law and that the same was properly approved by the District Court."

GATES vs. CENTRAL CITY OPERA HOUSE ASSOCIATION

107 Colo. 93

I. C. No. 491735 108 P. (2d) 880 **Index No. 305**

Judgment Reversed

En Banc.

Opinion by BAKKE, J.

Claimant was employed as an artist painting murals on an outside wall and arcade joining the Teller House, a hotel in Central City, Colorado. The arcade was open at both ends, permitting the cold wind to sweep through it and described as almost a perpetual wind tunnel. While thus employed on or about October 12, 1939, claimant froze his right thumb and index finger with which he held the brush while painting.

The question presented is whether or not claimant's condition is the result of an accidental injury within the meaning of the Workmen's Compensation Act. The Industrial Commission held the case not compensable for the reason that the weather was not unduly cold with reference to weather which had prevailed for some days before and some days thereafter and that claimant was working immediately adjacent to a hotel available to him for the purpose of warming himself, and that claimant had reasonable control over his hours and method of work. The Commission's award was affirmed by the District Court. In its reversal the Court

> HELD: "It is conceded that freezing under certain circumstances may constitute an accident within the meaning of the Act. The controversy here relates to whether the claimant was exposed to an unusual hazard * * * and whether the accident in question arose out of his employment. That the injury was incurred in the course of claimant's employment appears from the findings. * * * An assertion that exposure of an artist to cold and windy weather, while painting murals in an arcade, which was called 'a perpetual wind tunnel' was the equivalent of an exposure to 'cold and windy weather common to that community' is incorrect. Common experience under such circumstances does not sustain it. The very fact that a hot plate was used by claimant to protect him from the inclement conditions indicates otherwise. To support a finding adversely, it necessarily would have to appear from the evidence that all who were working outside with their hands at that time, in that community, were using a hot plate to prevent freezing. It cannot even be fairly inferred from the evidence that one who was using his finger in painting murals in a windy tunnel is exposed to conditions similarly encountered by persons working outside. Moreover, it may be inferred that artists painting murals do not wear gloves. That the exposure of claimant was unusual is clearly established.

"By reason of his employment as an artist at the time and place, claimant was peculiarly exposed to the risk of freezing. Moreover, his exposure and risk were greater than would be that of a person in the community ordinarily engaged in doing outside work in cold weather * * *. In the present case, 'the conditions under which the work required to be performed' by claimant were unusual and not common to the community and this constituted the casual connection between the work he was required to perform and the resulting injury."

INDUSTRIAL COMMISSION OF COLORADO vs. COLORADO STATE FEDERATION OF LABOR, et al.

107 Colo. 206

I. C. No. 3110 **110 P. (2d) 253** **Index No. 306**

Judgment Affirmed with Directions

En Banc.

Opinion by KNOUS, J.

Under date of March 28, 1939, the Industrial Commission after extensive hearing fixed the prevailing wage for labor including highway and building construction. Subsequently, the State Highway Department advertised for bids for the construction of a railroad underpass reciting the minimum wage as fixed by the Commission for highway labor. On March 15, 1940, a contract was awarded to A. S. Horner for construction of the underpass and the work was begun March 21, 1940. Four days later the State Federation of Labor protested, maintaining that the rate fixed for building contract should prevail.

The Commission after hearing held that the building of an underpass was highway and not building construction and that the wage fixed by its order of March 28, 1939, was applicable. On appeal the District Court remanded the case to the Commission. Before review could be had in the Supreme Court, the project was completed. Instead of dismissing the writ of error as moot, the Court

HELD: "Since it is therein provided that the prevailing rates of wages shall be incorporated in every state construction contract of the class in question, those rates become an essential element of the contract. The requirement that those rates be also stated in the formal invitation for bids, as well as in the bids for the work, strongly indicates that the General Assembly considered the prescribed rates the very basis for the agreement to be reached by acceptance of a particular bid. If, however, the invitation for bids mentions rates other than the prevailing rates, or if a controversy arises as to whether the rates so mentioned are actually the prevailing rates, it is clear that a failure to decide this question in advance of the formal

execution of the contract would inject into the contract the very uncertainty which the lawmakers manifestly sought to prevent. * * * Any dispute over what in fact is the prevailing rate of wages applicable thereto must be resolved by the procedure provided in the statute *before* the contract is awarded, and thereby provide a firm wage base for the bidders as well as the workmen to be employed. Obviously, the protest in the controversy before us came too late and the Commission was without power to proceed as it attempted.

"The Commission resolved the whole dispute by deciding the project was 'highway construction.' Patently, this process was at variance with the statute, which unquestionably contemplates a determination of the prevailing wages for work of a similar nature *at the time of the dispute.* Each dispute of this character must be determined in the light of the wage scale then prevalent for similar work and not otherwise. * * * The ultimate question as to what are the actual prevailing wage rates applicable to a given public work contract must be resolved by the Commission from a consideration of evidence as to what is then the prevailing rate of wage for laborers and mechanics performing work of a similar nature in the locality in which the public project is located. These are the criteria of determination fixed by the statute."

INDUSTRIAL COMMISSION OF COLORADO, et al. vs. THE ROCKY MOUNTAIN FUEL COMPANY, et al.

107 Colo. 226

I. C. No. 489349 **110 P. (2d) 654** **Index No. 307**

Judgment Reversed

In Department.

Opinion by BAKKE, J.

Claimant had completed his day's work and had gone to the bathhouse preparatory to cleaning up, changing into his street clothes and returning to his home. The accident was occasioned by claimant stepping on a piece of soap and falling to the concrete floor, injuring his head. The bathhouse is maintained by the company, who charge its employes a small monthly fee to avail themselves of its use. In its conclusion that the case was not compensable the Supreme Court

HELD: "It is clear that 'at the time of the accident' claimant's employment in the service of the company for that day had ended. At that time he was not performing any service for employer; was not doing what he expressly or impliedly was directed to do. * * * If the accident had occurred while claimant was changing his clothes at the locker or if he had not ceased his employment for the day,

and was required to return to his work after visiting the bathhouse, a different question would be presented. There is no evidence that the taking of a bath at the bathhouse was part of a reasonably necessary preparation by the employe before leaving for his home."

TARRANT vs. DE LASHMUTT and INDUSTRIAL COMMISSION OF COLORADO

107 Colo. 300

I. C. No. 500358 **111 P. (2d) 1067** **Index No. 308**

Judgment Affirmed

In Department.

Opinion by BAKKE, J.

Employer's business was that of excavating basements, cellars, etc. Nearly all of the work was done by men using horses and scrapers. The premises in question covered about a quarter of a block on which there were five buildings: a barn, granary, tool house, bunkhouse and chicken house. The employer posted Notice of Rejection of the Workmen's Compensation Act in the tool house on the wall opposite the entrance door.

A majority of the witnesses testifying said that they had seen this notice, though claimant denied that he had seen it.

In affirming the Commission, the trial court held that the notice was sufficient. The Supreme Court

HELD: "We agree that the notice was such as 'to reasonably notify such employes.' "

INDUSTRIAL COMMISSION OF COLORADO, et al. vs. DAY

107 Colo. 332

I. C. No. 456173 **111 P. (2d) 1061** **Index No. 309**

District Court Reversed, Commission Affirmed

In Department.

Opinion by Burke, J.

Day, a police officer, was accidentally shot by another officer at a "turkey shoot." The Commission's denial of compensation was reversed by the District Court. The question presented is whether or not the accident arose out of and within the course of Day's employment. In a shooting gallery rented by it, the police department held obligatory monthly "efficiency shoots" to train and test employes in the use of firearms. The "turkey shoots" were annual events held at the same place. Day was a "communication officer" where shooting what not a part of his duties, although he was subject to reassignment. Participation in the "turkey shoot" was not obligatory, although all officers were urged to participate.

In reversing the District Court and ordering the Commission's award affirmed, the Court

HELD: "We see no relation between these annual tournaments and those monthly tests prescribed by the regulations. We find no evidence that the former were obligatory or of any particular value to the work of the department. We are unable to construe anything said to Day into an official order to participate.

"The Court reiterates that if the testimony is such that honest men fairly considering it may arrive at contrary conclusions, then an issue of fact is presented and the finding of the Commission on that issue is binding on the District Court and the Supreme Court on review."

FEUQUAY vs. INDUSTRIAL COMMISSION OF COLORADO, et al.

107 Colo. 336

I. C. No. 474609 **111 P. (2d) 901** **Index No. 310**

Judgment Affirmed

In Department.

Opinion by BOCK, J.

The question presented is whether or not Martha Feuquay was the common-law wife of Russell Feuquay, who was killed as the result of an accidental injury. Martha, the wife of Clarence Edwards, filed a complaint in divorce in the County Court of Delta County of December 9, 1938. The case was tried December 24, 1938, without service on the defendant. Edwards subsequently accepted service on December 30, 1938, and an interlocutory decree of divorce was entered January 24, 1939, with a final decree following on July 24, 1939. On September 28, 1939, without notice of opposing counsel, plaintiff's attorney appeared and on a written motion, the Court entered a nunc pro tunc order making the effective date of the interlocutory decree December 24, 1938, and the final decree June 25, 1939, which would be five days prior to the death of Russell Feuquay.

On August 3, 1939, claimant as widow of Feuquay, filed her claim for compensation in which she stated that she had been divorced from Edwards on January 24, 1939. The Supreme Court

HELD: "We cannot agree that the procurement of the nunc pro tunc order was reprehensible and in our opinion it was obtained in good faith and in the interests of the claimant. We are concerned, however, as to its validity Section 10, Chapter 56, C. S. A. '35, provides in part: 'No trial of an action for divorce shall be had until after the expiration of thirty days from the filing of the complaint with the clerk of the court.' The complaint here was filed with the clerk December 9, 1938, making the earliest

permissible trial date January 9, 1939. The hearing on December 24, 1938, was, therefore, in violation of Section 10, and consequently, no valid judgment could have been entered at that time. Only in cases where the cause is ripe for judgment may the petition to enter a nunc pro tunc order be exercised and then it must be related back to the time when the judgment could legally have been entered. The prohibition contained in Section 13, Chapter 56, C. S. A. '35, that during the six months intervening between the entry of the interlocutory decree and the time when the same became final, neither party to the divorce action could contract another marriage, render nugatory any claim of an existing marriage here."

GOLD MINES CONSOLIDATED, INC., et al. vs. SIMMONS

107 Colo. 359

I. C. No. 494230 **112 P. (2d) 1046** **Index No. 311**

Judgment Reversed

In Department.

Opinion by BOCK, J.

Simmons was killed in an accident arising out of and in the course of his employment. He was survived by the claimant, his wife, who had obtained an interlocutory decree of divorce approximately one month prior to his death on the grounds of cruelty, nonsupport and the conviction of a felony. The divorce, though not to decedent's liking, was not contested by him. No alimony was sought or ordered. The wife was denied compensation on the ground that she was "voluntarily separated and living apart from her husband at the time of his injury and death." The District Court of El Paso County ordered the award vacated and remanded the cause with directions to enter an award in favor of the claimant. In reversing the District Court and affirming the Commission, the Supreme Court

HELD: "In our opinion, there was evidence to support the finding of the Commission that claimant 'was voluntarily separated and living apart from her husband at the time of his injury and death * * * and is, therefore, not entitled to benefits under the Workmen's Compensation Act.' If there was evidence to support the finding of the Commission—and we hold that there was—it is conclusive on review. *Vaughn v. Industrial Commission, supra.* From our consideration of the record, we are of the opinion that the Commission could have found either way on this issue."

INDUSTRIAL COMMISSION OF COLORADO, et al. vs. DOWNING

108 Colo. 76

I. C. No. 481030 **113 P. (2d) 869** **Index No. 312**

Judgment Reversed with Directions

In Department.

Opinion by BOUCK, J.

Claimant sustained a compensable injury in February, 1935, and received compensation as awarded in full. He returned to and continued in his former employment for approximately four years, after which time the cause was re-opened on claimant's petition. On clearly conflicting evidence further compensation was denied. The District Court of El Paso County arriving at contrary conclusions from the evidence, reversed the award.

In reversing the District Court and affirming the Commission, the Supreme Court

HELD: "The Commission's findings are binding both upon the trial court and upon this Court as the reviewing tribunal. Had the Commission rendered its decision the other way, the courts would similarly have been bound thereby."

INDUSTRIAL COMMISSION OF COLORADO vs. THE CALUMET FUEL COMPANY

108 Colo. 133

I. C. No. 473341 **114 P. (2d) 297** **Index No. 313**

Judgment Reversed and the Cause Remanded with Instructions

En Banc.

Opinion by Bakke, J.

Scholes was killed in an accident arising out of and in the course of his employment. He was survived by his father, mother, a sister and an invalid brother. The father and sister were self-supporting. The mother and brother were held to be partially dependent to the extent of 56%. On appeal the District Court of Denver remanded the case for a specific finding on issues made up by the pleadings. The Commission complied and when the Court again remanded the case to the Commission the attorney general stated the Commission would have no alternative but to affirm its award heretofore made. Whereupon the trial court entered final judgment setting aside the award and dismissing the claim.

In reversing the order of the District Court and affirming the award of the Commission, the Supreme Court

HELD: "It is contended that the findings of the Commission are not sufficient to support the award. The findings, such as they are, do support the award; but it is

said that the findings are not so specific as the law requires. The Commission, it is true, found generally that at the time of the accident the present claimants were partially dependent upon the decedent, but did not make detailed findings of the facts constituting partial dependency. From an examination of the record, however, we find that the Commission's conclusion was a reasonable inference from the evidence and that the finding was right. Therefore, following the course pursued in *Picardi v. Industrial Commission*, 70 Colo. 266, 199 Pac. 420, we shall not disturb the judgment because of the absence of detailed findings."

It is interesting to note that the Court in determining the percentage of partial disability excludes from contributions to the family the sum of $540.00, which the deceased son paid to his mother for room and board. This amount was considered as having been contributed to the family by the mother.

SKJOLDAHL vs. INDUSTRIAL COMMISSION OF COLORADO

108 Colo. 140

I. C. No. 449849 **113 P. (2d) 871** **Index No. 314**

Judgment Affirmed

En Banc.

Opinion by BOCK, J.

Claimant was denied compensation on the grounds that his condition was not the result of carbon monoxide poisoning, but was the result of a spontaneous brain hemorrhage, neither caused nor aggravated by an accidental injury. The judgment was affirmed by the District Court. Claimant admitted there was testimony to support the finding, but that this testimony consisted only of guesses, opinions and hypotheses based on reports of physicians who had never seen claimant, whereas some of claimant's witnesses had seen the brain during the surgical operation and expressed the opinion that the cause of the condition was carbon monoxide poisoning. Claimant contends that opinion evidence cannot raise a conflict with positive undisputed testimony.

In affirming the award of the Commission, the Supreme Court

HELD: "While some examination of claimant's brain was had, the evidence relating thereto was not of such character as to dignify it as positive and undisputed as to what the condition of claimant's brain was. It was not direct and positive as to the existence or non-existence of a spontaneous brain hemorrhage. Nor was there any positive or undisputed testimony that claimant's brain was damaged by the effects of carbon monoxide gas."

"We believe that there is substantial and credible evidence contained in the records which support the findings and award of the Commission. It determines the facts; we do not. Under the settled rule in this jurisdiction, we may not disturb its findings."

WARRENBERG vs. CLINE
LOWDERMILK BROTHERS vs. CLINE

108 Colo. 179

I. C. No. 388547 **Index No. 315**

I. C. No. 472673 **114 P. (2d) 302** **See Also No. 334**

Judgment Reversed with Instructions

En Banc.

Opinion by BAKKE, J.

Two cases are consolidated, both claimants having been represented by the same attorney. In the first, the Commission fixed the attorney's fee at $35.00, and in the second at $50.00. Upon appeal, the District Court fixed the fee at $100.00 in each case and ordered the Commission to increase its allowance accordingly.

In its reversal of the District Court, the Supreme Court

HELD: "So far as the action of the trial court in this matter is concerned, we have no hesitancy in saying that it had no authority to fix the fees as it did, because there was neither evidence nor findings supporting the award.

"There is no dispute here concerning the Commission's power, under its rules, to determine the amount of allowance for attorney's fees, but * * * the Commission does not have 'a purely uncontrolled and arbitrary power to determine what shall be allowed the attorney who assists in the proceedings.'

"It is unnecessary to say, nor do we hold, that the Commission acted arbitrarily and capriciously in the present cases in fixing the amounts it did, but since the record discloses that defendant in error was not given an opportunity to be heard on the question, we think the Commission did act arbitrarily in refusing a hearing."

DELINE vs. INDUSTRIAL COMMISSION AND COOPER

108 Colo. 351

I. C. No. 506511 **116 P. (2d) 916** **Index No. 316**

Judgment Affirmed

In Department.

Opinion by BOUCK, C. J.

Claimant was a carpenter employed by respondent employer to hang screen doors at its place of business. Injury in the course

of his employment was admitted but the employer contends that claimant was a private contractor and that his employment was but casual and not in the employer's usual course of trade. The Commission found that claimant was employed on an hourly basis for as long as his services were required or for an indefinite period. The District Court and the Supreme Court both affirmed an award for compensation. The Supreme Court

HELD:

"There was sufficient contradictory evidence to place upon the Industrial Commission the responsibility of deciding the truth therefrom. The Commission did so and therefore the District Court would have had no right to set the decision aside; neither have we."

INDUSTRIAL COMMISSION vs. KOKEL

108 Colo. 353

I. C. No. 385755 **116 P. (2d) 915** **Index No. 317**

District Court Reversed—Commission Affirmed

In Department.

Opinion by BOUCK, C. J.

Claimant sustained an injury to his left knee on September 11, 1936, and after a hearing was awarded compensation. Three years later claimant petitioned the Commission to re-open the case on the ground that his ankle was also injured. Claimant made no complaint of an injury to his ankle at the time of the accident.

The Commission refused to re-open the case and upon review by the District Court the case was reversed. In reversing the District Court and affirming the order of the Commission, the Court

HELD:

"Such re-opening by the Commission is a matter of sound discretion. In the absence of a showing that the Commission has abused its discretion, refusal to re-open is not subject to control by the Courts.

"There is no evidence of abuse of the Commission's discretion. The District Court ought to have so found and declined to interfere. Its judgment directing the Commission to take further evidence is reversed with directions to return the file to the Commission for enforcement in due course."

GREAT AMERICAN INDEMNITY COMPANY vs. STATE COMPENSATION INSURANCE FUND, et al.

108 Colo. 323

I. C. No. 502040 **116 P. (2d) 919** **Index No. 318**

Judgment Affirmed

In Department.

Opinion by BOCK, J.

Although claimant was hired as a welder's helper he did not serve in that capacity, but was required to do general labor, such as digging ditches, carpenter and mechanical work, in proximity to extensive acetylene welding operations. At the hospital when interviewed by a representative of the insurer, he stated that he first noticed the burn May 17, 1940, but subsequently corrected this statement by definitely fixing the date as May 10, 1940. Plaintiff in error was the insurer for the employer for this hazard until noon on May 11, the State Fund thereafter.

Claimant left work on May 25, 1940, and compensation was awarded against plaintiff in error beginning June 5, 1940. Plaintiff in error contends that there was no accident within the meaning of the Compensation Act; that the accident occurred sometime after noon May 11, 1940, and that if there was an accident the date was May 25, 1940, when claimant was compelled to leave work.

In affirming the award of the Commission, the Court

HELD:

If claimant had been working as a welder there perhaps would be some basis for the contention that claimant suffered from an occupational disease rather than an accident. He was engaged in doing general work; nor was this injury, under the circumstances, to be expected in the usual course of events. We overrule this contention as being without merit.

A more serious question is the date of the accident. The Commission found that the accident occurred May 10. We heretofore have held in fixing the time of the happening of an accident "a time reasonably definite is all that is required."

The testimony discloses that claimant first noticed the burns May 10, 1940. There is apparently no dispute that the injury for which the employe sought compensation was present May 10. The Commission was warranted in finding that claimant's condition resulted from an exposure to flashes incident to welding operations on that date or within a reasonable time prior thereto.

Counsel urged that the accident must be considered to have occurred on the date when claimant was compelled to cease work, which was May 25, and cite two

authorities. These authorities, however, are not in point since they relate solely to disabilities resulting from occupational diseases.

WARNER vs. MESSICK, et al.
108 Colo. 342
I. C. No. 459542 — 117 P. (2d) 482 — Index No. 319

Commission Affirmed

In Department.

Opinion by HILLIARD, J.

Warner was a consulting mining engineer with his office in Denver. The employer considering the operation of a certain mining property engaged him to make an examination thereof at an agreed compensation of $50.00 per day. For three days he prosecuted the work which he had undertaken, but because of water in the mine was unable immediately to complete the task. In January, 1939, the water having been lowered, he made further examination of the property, and but for an accident which befell him, probably would have worked five or six days on that occasion, and as other levels were unwatered would have examined further until the entire mine had been examined. It the employer decided to operate the mine, he probably would have been retained as their engineer.

As a result of injuries sustained in the accident mentioned, Warner died in February, 1939. The Commission denied benefits to the widow on the ground that Warner was not an employe. In affirming, the Court

HELD:

"Pending further examination by deceased, and the employer's decision whether they would 'go on,' their activities would not comprehend his general employment in business, which they were conducting, but only special for their guidance as they gave consideration to the desirability of mining the property involved. * * * In any event and had they so concluded and his life been spared his further and general employment was only probable. The circumstances considered, we cannot think the employing relationship was such that the Workmen's Compensation Act has application."

"(2d) 710. In view of this state of the record the proceeding simply resolves itself into a case in which the Commission's findings and conclusions were made on conflicting evidence and thus, properly may not be disturbed upon judicial review."

BARKER, et al. vs. INDUSTRIAL COMMISSION, et al.
108 Colo. 338
I. C. No. 498074 — 117 P. (2d) 319 — Index No. 320

Judgment Affirmed

In Department.

Opinion by KNOUS, J.

Claimant suffered a fall in an accident arising out of and in the course of his employment. On attempting to rise he felt pain in his inguinal region—this was followed by nausea. Two days later, claimant consulted a physician, who found nothing wrong and directed claimant to return to work. The pain persisted, and about three weeks later claimant visited a second physician who diagnosed hernia. Sometime later he was examined by a third doctor. The first and third found no hernia, the second did and thought it the result of claimant's fall. The Commission reversed the Referee and granted compensation.

Respondents contend there is insufficient evidence of herniation to warrant an award. The District and Supreme Court affirmed the Commission and the latter

HELD:

"Plaintiffs in error strenuously insist that there was no showing herein that there was a protrusion of some organ, tissue or structure through the wall of the cavity normally containing it, which is an essential of compensable hernia. *Central Surety & Ins. Company vs. Industrial Commission,* 84 Colo. 481, 271 Pac. 617, * * *. The Central Surety case is limited to a protrusion through an abnormal (accidental) opening in the cavity; but it seems a true hernia may also occur from a protrusion through a natural as well as an accidental opening in the walls."

Where claimant had either a direct or indirect inguinal hernia, "it is observed in either type that a protrusion is attendant. The operative technique described by the witness clearly contemplated the disposition of a protruding hernial sac. Negatively, this physician denied that the condition from which plaintiff was suffering was one of potential hernia, a condition for which compensation was denied in *Industrial Commission v. Valdez,* 101 Colo. 482, 74 P.

ADOLPH COORS CO. vs. HOLLAUS
108 Colo. 360
I. C. No. 481560 — 117 P. (2d) 822 — Index No. 321
District Court Reversed
Commission Affirmed

In Department.

Opinion by BOCK, J.

Hollaus sustained an umbilical hernia in an accident arising out of and in the course of his employment. It was surgically corrected and he was dismissed from the hospital on November 24, 1939. He was also suffering from heart disease, syphilis, etc., and never worked after the operation. He was rehospitalized March 26, 1940, and died April 9, 1940, of cardiac decompensation with pneumonia and advanced anthracosis contributing factors. The Commission held the operation was not a contributing factor and denied compensation.

The Denver District Court reversed. In reversing the District Court and affirming the Commission, the Supreme Court

HELD:

"We have carefully read the entire record and it appears therefrom that there is a direct conflict in the evidence on whether decedent's death was in any material way hastened or brought about by the operation of November 13, 1939."

"All we are concerned with is that the evidence which the Commission elects to follow is competent to sustain its findings. Concerning this we have no doubt."

INDUSTRIAL COMMISSION vs. MASON, et al.
108 Colo. 345
I. C. No. 494387 — 117 P. (2d) 821 — Index No. 322
Judgment Affirmed

In Department.

Opinion by BAKKE, J.

Respondents are non-insured employers. After an award for the claimant by the Referee had been approved by the Commission, respondent employer employed counsel, who after further investigation filed a petition to re-open and for rehearing. The Commission denied the petition.

In its reversal the Supreme Court

HELD:

"In our view and regardless of whether the showing before the Commission was sufficient to warrant its findings, upon which we are without opinion, we think the peculiar circumstances appearing justified the Trial Court in ordering the Commission to open the case for further proceedings."

The opinion does not disclose the nature of the "peculiar circumstances."

MOFFAT COAL COMPANY vs. INDUSTRIAL COMMISSION
108 Colo. 388
I. C. No. 506521 — 118 P. (2d) 769 — Index No. 323
Judgment Affirmed

In Department.

Opinion by KNOUS, J.

Pete Todd was killed in an accident arising out of and in the course of his employment. Compensation was awarded to Marie Todd as common-law wife. She and Pete began cohabiting as man and wife May, 1936. Two daughters were subsequently born to this union and both Marie and the children used the surname of Todd, and were known in the community in which they lived as Pete's family. In July of 1939, the family went to California to visit Marie's parents and in August Pete returned. He contributed modestly to their support thereafter and until his death. In spite of this, Marie did not consider herself married to Pete, as she had always contemplated a ceremonious marriage.

In affirming the award, the Supreme Court

HELD:

"We are satisfied the Commission legimately may have inferred from the record that in the expressions of the witness pertaining to a future "marriage" she used the latter term as being synonymous with "the ceremony of marriage," and her pronouncement, which was no more than her legal conclusion, that she could not consider herself married "because she wasn't," was grounded upon the belief that the formality of a wedding ceremony was a condition precedent to an orthodox marital state."

ZIMMERMAN vs. INDUSTRIAL COMMISSION
108 Colo. 552
I. C. No. 495297 — 120 P. (2d) 636 — Index No. 324
Judgment Reversed

En Banc.

Opinion by BOCK, J.

A non-insured employer, who died while the case was pending before the Referee and whose widow, at her own request, was substituted, had a Referee's order against her and in favor

of the claimant totalling over $6,000.00. On respondents' appeal to the Commission the Referee was affirmed. Without a subsequent petition to the Commission to review its order of affirmance as required by section No. 97, respondents appealed to the District Court. From the opinion of the Supreme Court, "This had the effect of making the award final and leaving the Court without jurisdiction to determine the controversy."

In the District Court the case was dismissed on motion.

In the Industrial Commission when a compensation case is reviewed by a commissioner he makes a memorandum on the jacket or file folder of what disposition should be made. If a second commissioner subsequently agrees, he also signs his name to the memorandum of the first; the file is then returned to the secretary or the Referee who heard the case and the Commission order drawn. It is invariably signed, sealed and a copy mailed to all interested parties on the same date. In this case the notation was dated July 7, 1941; the order was drawn, signed, entered and mailed on July 11, 1941.

In reversing the District Court and remanding the case to the Commission to "give notice of award in conformity with the statute" the Court

HELD:

"It seems clear from this entry that the order of the Referee was affirmed by the Commission July 7, 1941, and not as contained in the notice to plaintiff in error, July 11, 1941, * * *. The failure to state July 7 in the notice rather than July 11 as the date of affirmance had the effect of reducing by four days the time within which plaintiff in error had to file his petition for review. This constitutes failure of due notice."

June 27, 1942.

Commission Affirmed

En Banc.

Opinion by JACKSON, J.

"The same parties were before us on another phase of the case, our opinion being reported in 108 Colo. 552, 120 Pac. (2d) 636." This claimant was injured on November 6, 1939, and on March 14, 1940, well within the six months statutory period, filed his claim for compensation on the regular form supplied by this Commission. In this notice of claim he named as his employer the partners of the Block Coal Company but did not name Zimmerman their lessor although the latter had received prompt oral notice of the injury. At the first hearing before a Referee on August 22, 1940, Zimmerman was ordered to show cause in writing within fifteen days why he should not be made a party respondent. Subsequently Zimmerman filed an answer on his own behalf enclosing a copy of his agreement with the Block Coal Company and thereafter the Referee entered an order making

Zimmerman a party respondent. Before the next hearing was had Zimmerman died and upon motion of its attorney, his estate was substituted. Counsel for Zimmerman now claim that more than six months have elapsed before Zimmerman was brought into the proceedings and not having been named in the notice and claim filed by claimant, the six months statute constitutes a bar to recovery from the Zimmerman estate.

The second contention of Zimmerman is that if claimant is not barred by the statute of limitations, no liability attaches for the reason that Zimmerman was not an employer under the terms of the Act. Thirdly, they contend that Zimmerman was not a lessor but that the most that could be said in respect to his arrangement with the Block Coal Company was that he was a licensor and lastly that Zimmerman was not afforded a full and fair hearing by the Industrial Commission.

In affirming the District Court's affirmances of the Commission award, the Supreme Court

HELD:

1. "It is our opinion that claimant having complied with the statutory provision with regard to filing notice within a period of six months from the date of the accident, he is not barred from recovery against all parties made liable by the Workmen's Compensation Act merely because he did not include the name of the owner of the coal lease of the property upon which the mining operations were conducted."

2. "We have also held that this section No. 49 had no force if it applied only to the case of actual employer and employe. Its force lies in the fact that it says that one 'shall be construed to be an employer' who would not otherwise be such."

3. "The evidence showed that Zimmerman had a coal lease from the United States acquired by assignment from the Government's lessee; that his agreement consisted of four legal-sized typewritten pages, contains many provisions typical of ordinary leases and is definitely designated a lease in one paragraph of the document; it further specifies that the property should be operated in accordance with the provisions of the lease from the United States, the latter not appearing in the record. It also appears that the agreement with the Block Coal Company runs for a definite period of seven years and specifies that the mine should be worked in a skillful and workmanlike manner; and it also contains the usual provisions for forfeiture and states that the operator shall be deemed guilty of unlawful detainer in the event they remain in possession after ten days' notice. There is also an option to make any payment due the Government under the original lease direct to the Government and any over-riding royalties or other payments

due to Zimmerman may then be paid to him. The agreement also provides that the Block Coal Company shall carry compensation insurance for the benefit of the men. It is to be noted that Zimmerman had no interest in the property other than to operate the same as a coal mine or have it so worked by others. We believe that the Industrial Commission and the trial court correctly construed Zimmerman's contract with the Block Coal Company to be a lease in effect, and that Zimmerman was liable as a lessor * * * ."

4. The Court disposes of the last contention by pointing out the procedure followed by the Commission and concludes that "under these circumstances, we are unable to hold that Ed Zimmerman and after his death, the administratrix of his estate, were not afforded a full and fair hearing."

WIERMAN vs. TUNNELL
108 Colo. 544
I. C. No. 545223 **120 P. (2d) 638** **Index No. 325**
Judgment Affirmed

In Department.

Opinion by BOCK, J.

Claimant was injured in June, 1938. He was temporarily disabled approximately ninety days after which he returned to his former employment. In July, 1940, his employer's warehouse was destroyed by fire, and this part of the business being discontinued, claimant was discharged. On his petition the case was reopened and the medical testimony indicates that a partial disability of 5% was not permanent. Claimant was awarded compensation for temporary disability only. On October 7, 1940, the cause was again re-opened, and after the testimony of five physicians, the Commission found that the partial disability of 5% was permanent and ordered compensation accordingly. Respondents sought review on the ground that there was no competent evidence to show a change in claimant's physical condition between November, 1938, and November, 1940.

In affirming the order of the Commission, the Supreme Court HELD:

"The contention of counsel for plaintiffs in error that the testimony of the medical experts and lay witnesses was incompetent is without merit. The weight to be given to such testimony was a matter for the Commission, the members of which, because of their experience in this field, have developed expert knowledge of the problems involved * * * . We find that there was a conflict in the evidence on this issue, consequently, the determination thereof was solely for the Commission."

"We cannot accept the statement of counsel for plaintiff in error that the evidence conclusively shows that claimant at this time is performing as strenuous physical labor, if not more strenuous, than that in which he was engaged prior to his accident. * * * We do not agree with this assertion. In any event, the term 'disability' is not restricted to such disability as impairs present earning power."

"In the fourth contention, it is urged that claimant did not sustain the burden of establishing that the disability which he now alleges was proximately caused by the accident of June, 1938. Whether this burden was sustained is a question of fact, the determination of which was solely within the province of the Commission."

"Counsel for plaintiffs in error further contend that the Commission's award is excessive, in that the award on the finding of permanent partial disability of the claimant should have been based on the age of 48 instead of 46 years. The records disclose that the claimant reached the age of 46 years, October 28, 1938. * * * The Commission declared claimant to be permanently partially disabled November 30, 1940, at which time he was 48 years of age, and this is the criterion which furnishes the basis upon which his life expectancy should be computed."

"The judgment sustaining the award of the Commission as related to the determination of permanent partial disability is affirmed, but as to the amount to be awarded therefor, the cause is remanded with directions that a sum be fixed consistent with claimant's age of 48 years, rather than that of 46 years."

DOWNS vs. INDUSTRIAL COMMISSION
109 Colo. 12
I. C. No. 525122 **121 P. (2d) 489** **Index No. 326**
Judgment Reversed

En Banc.

Opinion by BOCK, J.

Claimant sustained a compensable injury to his left eye on February 19, 1941, which necessitated enucleation. When a boy four years of age, claimant injured the same eye with a knife which rendered it industrially blind. It is true that dodging vision and light perception remained but for industrial purposes the left eye was useless. The statute provides that for the loss of an eye by enucleation claimant shall receive 139 weeks compensation; for total blindness of one eye 104 weeks. Upon the theory that the enucleated eye was industrially blind prior to the accident, the Commission deducted 104 weeks allowed for total

blindness of one eye from the allowance for the loss by enucleation and awarded claimant the difference, namely, 35 weeks.

The Commission's award was sustained in the District Court.

In reversing the Supreme Court

HELD:

"In the instant case, the Commission found that prior to the enucleation the eye involved was 'industrially blind.' No such phraseology is found in section 352, the language being 'total blindness.' To translate this phrase into 'industrial blindness' would, in our opinion, be the usurpation of legislative functions.

"If the facts before us were such as to show that compensation for 'total blindness' for 104 weeks had previously been awarded to claimant for a so-called 'industrially blind' eye, and thereafter enucleation occurred, our answer to the problem might be different."

"The judgment is reversed and the case remanded."

INDUSTRIAL COMMISSION, et al. vs. SANTARELLI, et al.
109 Colo. 84
I. C. No. 500986 — 122 P. (2d) 239 — Index No. 327
District Court Reversed
Commission Affirmed

In Department.

Opinion by JACKSON, J.

Claimant owns and operates his own truck. Respondents operate a coal mine near Canon City and a yard at Pueblo. Claimant was occasionally employed to haul a load of coal from mine to yard at $1.00 per ton. Employment by respondents constituted from 1 to 2% of claimant's business as he hauled coal for anybody who wished to employ him. He operated under two permits from the Public Utilities Commission a "private carrier's" permit and a "buy and sell" permit. The only question is whether or not claimant is an employe or private contractor.

HELD:

"Claimant was an employe under the doctrine of *Industrial Commission vs. Bonfils,* 78 Colo. 306, 241 P. 735 and *Industrial Commission vs. Continental Investment Company,* 78 Colo. 399, 242 P. 49 'which are companion cases wholly consistent with each other and not conflicting.'"

McCULLOCH vs. INDUSTRIAL COMMISSION
109 Colo. 123
I. C. No. 497583 — 123 P. (2d) 414 — Index No. 328
Judgment Affirmed

In Department.

Opinion by HILLIARD, J.

Claimant was penalized 50% of his compensation for failure to wear goggles as required by his employer's safety rule. The imposition of the penalty was affirmed by the District Court.

On appeal the Supreme Court,

HELD:

"That the controlling question is one of fact. * * * The Commission and District Court resolved that there was a safety rule violation and we entertain no convictions which warrant us in overruling its action."

BOCK, J., dissents.

COORS vs. GRENFELL
109 Colo. 39
I. C. No. 52442 — 121 P. (2d) 669 — Index No. 329
Judgment Reversed

In Department.

Opinion by JACKSON, J.

Claimant was employed by respondent as a laborer. On December 23, 1940, he was engaged in moving tile on a two-wheeled hand truck. Feeling faint and unable to continue he went outside. In three or four minutes he revived, but soon relapsed into unconsciousness and died.

The Commission found that death was not the result of an accidental injury. The District Court reversed the Commission and ordered it to grant compensation.

In reversing the District Court and affirming the Commission, the Supreme Court

HELD:

"We believe that the facts in the instant case are so different than those in *Industrial Commission vs. McKenna,* 106 Colo. 323, 104 P. (2d) 458, and *Industrial Commission vs. Wetz,* 100 Colo. 161, 66 P. (2d) 812, that those two cases are not controlling here.

"It will be noted that in both the Court based its opinion on the fact that there was uncontroverted evidence to sustain the action of the respective district courts that had set aside the finding of the Industrial Commission in those two cases. In this case there is no

definite opinion of an examining physician that death was due to any particular reason but that it could have resulted from two causes, leaving the Commission to determine which cause was operating in this particular case. The Commission found against the claimant, and the brief of the attorneys for the Commission and the insurer admit that if the Commission had found for the claimant there was sufficient evidence to justify its finding that way. Like the ambivalence existing in nature, here is a case where wholly contrary findings could have been sustained."

HAYDEN COAL COMPANY vs. COTHRAN

109 Colo. 203

I. C. No. 523553 **123 P. (2d) 1022** **Index No. 330**

Judgment Affirmed

In Department.

Opinion by BAKKE, J.

Claimant received an injury to his left eye at 3 p. m. on January 31, 1941. He was a coal miner employed by respondent employer, and on the date of the injury had completed his work in the mine and then proceeded to the lamp house to leave his lamp, a duty required by the company. There he set his dinner pail down outside a few feet from the door, entered the house, and placed his lamp upon the rack, after which he came out, and just as he was in the act of picking up his pail, a cinder from a locomotive lodged in his eye. After returning his lamp to the lamp house, he intended to go to the bath house to take a bath.

The Referee who heard the claim denied compensation, but the Commission awarded it and the award was affirmed by the Trial Court. Respondents contended that the claim was not compensable for the reason that the evidence failed to show, and the Commission failed to find that at the time of claimant's accident, he was performing services arising out of and in the course of his employment.

In sustaining the award for compensation the Supreme Court

HELD:

"In the instant case, we have at the outset the following admission of the Company: 'It is perfectly apparent that Mr. Cothran was performing part of his duties in returning his lamp check.' * * * If he performed a duty by going into the lamp house, by the same token he was completing the performance of that duty by coming out. * * * It must be conceded that claimant could not have been on his way to the bath house until he had picked up his lunch bucket, and he was entitled to safe egress from the building and progress to the point where he had left the pail."

CONSOLIDATED COAL AND COKE COMPANY vs. LAZAROFF

109 Colo. 248

I. C. No. 562045 **124 P. (2d) 755** **Index No. 331**

Judgment Affirmed

En Banc.

Opinion by KNOUS, J.

Claimant was a miner working underground. On February 7, 1941, a piece of coal weighing about fifty pounds, which he had just placed on the mine car, started to roll off. He shoved the right side of his body up against the descending coal and succeeded in holding it in the car but in so doing fractured a rib and experienced pain in his groin. The pain in his groin continued with varying degrees of intensity until March 7, 1941, upon which date, after his day's work was over, he noticed a protrusion and pain in the inguinal region. Prompt examination by a company physician disclosed a left inguinal hernia.

The Industrial Commission awarded compensation. Its award was affirmed in the District Court. In its affirmance, the Supreme Court

HELD:

Section No. 80 of the Workmen's Compensation Act provides, "* * * An employe in order to be entitled to compensation for hernia must clearly prove that it was immediately preceded by some accidental strain suffered in the course of his employment.

"To 'clearly prove' a fact does not require that the proof should be more than sufficient to satisfy the mind of the finder of facts, that its weight is such as to cause a reasonable person, under all the circumstances, to accept the fact as established.

"In law the word 'immediately' has different meanings dependent upon the purposes sought to be accomplished and as used in the statute under consideration does not mean instantaneously but contemplates that there may intervene permissively between cause and effect an interval of time reasonably sufficient for effect to follow cause in the usual course of nature.

"We are unable to say that claimant's proof, which showed unequivocally an initial accidental strain during employment on February 7 culminated by the appearance of a hernia accompanied by pain on March 8 was insufficient to support the findings of the Commission that the hernia was immediately preceded by accidental strain or that the evidence was insufficient to establish that the hernia was proximately caused by the accident of February 7."

BETZ vs. INDUSTRIAL COMMISSION

109 Colo. 385

I. C. No. 541438 **125 P. (2d) 958** **Index No. 332**

Judgment Reversed and Remanded with Directions

En Banc.

Opinion by BAKKE, J.

Respondent employer maintains a number of plants for the canning of fruits and vegetables. To obtain products for canning it enters into contracts with growers surrounding the various centers of operations. It had such a contract with one Elmore, admittedly the employer of Betz. At the time the alleged injury occurred, Betz was at one of the Company's plants unloading peas, which he had hauled in Elmore's truck from a farm owned by one Clark. He was seen to slump over on the cab of his truck as if exhausted. His death occurred several hours later and the medical testimony—and an autopsy—disclosed that it was due to some "terrific injury to various internal organs."

The Company contract with the grower provided that the Company would, at its option, assist the grower to procure or procuring for the grower the crew, trucks and other equipment proper for the expeditious harvesting and delivery of the peas and may, at its option, pay for such labor, trucks and services and charge the same against the grower's account. In this case the Company chose to exercise its option when its superintendent instructed Betz with Elmore's truck to haul the peas from various growers including Clark.

The Industrial Commission held that Betz was not an employe of the Kuner-Empson Company and that his death was not the result of an accident arising out of and in the course of his employment. The Commission's award was affirmed in the District Court. In reversing the District Court the Supreme Court

HELD:

> "Employes engaged in the procuring of materials appurtenant to the employer's business, i. e., manufacturing, etc., as well as those persons hired to perform the actual duties in connection therewith, are employes engaged in a 'common employment.'
>
> "When it stands admitted that Betz collapsed from great shock and there is positive proof of external violent injury while he was on the Company's premises doing the thing he was engaged to do, it would be a denial of full justice not to give the parties further opportunity to exhaust every possible means to obtain definite information as to what actually occurred."

CITY AND COUNTY OF DENVER vs. PENNA

109 Colo. 482

I. C. No. 510066 **126 P. (2d) 1043** **Index No. 333**

Judgment Affirmed Without Written Opinion

In Department.

CLINE vs. WARRENBERG

109 Colo. 497

I. C. No. 388547 **126 P. (2d) 1030** **Index No. 334**
No. 472673 **See also 315**

Judgment Reversed

En Banc.

Opinion by BOCK, J.

This controversy involves the allowance of attorney fees in a workmen's compensation case, and was before the Court on a former occasion *(Warrenberg v. Cline,* 108 Colo. 179, 114 P. (2d) 302). There, two claimants were involved; here, only Warrenberg. After remand the Commission, upon hearing a number of witnesses, allowed Cline on the Warrenberg claim a fee of $75.00 for legal services. Such was the judgment of the District Court. This was an increase of $25.00, being approximately 4.2% of the award.

There is no conflict in the evidence. The testimony given by eminent counsel, including that of the president of the Denver bar association and a former member of the Supreme Court, was to the effect that the reasonable value of the legal services rendered by Cline herein was between $150.00 and $300.00. In fixing a fee of $75.00, the Commission gave little weight to the witnesses, who testified, because from their testimony it appeared that they had little or no experience in the presentation of cases before the Industrial Commission. In reversing the Commission and District Court and directing an order for the sum of $100.00, the Supreme Court

HELD:

> "To arbitrarily deny a claimant the right of competent legal representation by fixing unreasonably low remuneration for services rendered by attorneys, is a serious matter, and may amount to a denial of due process.
> * * *
>
> Having in mind the humanitarian purposes of the Workmen's Compensation Act, the Commission would, perhaps, be warranted in awarding the minimum reasonable fee disclosed by the evidence, unless it should not be satisfied with the competency and credibility of the witnesses testifying, a question not involved in the case at

bar. Where, as here, the Commission disregarded all of the evidence, its finding must be held to have been arbitrary and capricious.

"Considering the entire record before us, and in view of the financial limitations which Cline placed upon his legal services, we are of the opinion that the evidence will support an allowance of an attorney's fee in the sum of $100.00, although without such limitation, the testimony will support a higher fee."

THE COLORADO FUEL AND IRON CORP. vs. SEBASTIANELLI

109 Colo. 502

I. C. No. 382244 — 126 P. (2d) 864 — Index No. 335

Writ of Error Dismissed

En Banc.

Per Curiam.

In the disposition of the motion to dismiss the writ of error herein we are controlled by the case of *Industrial Commission vs. Dorchak,* 97 Colo. 142; 47 P. (2d) 396, as there is here no final judgment to review, the same merely being interlocutory.

The writ of error is dismissed.

MATTIVI vs. STATE COMPENSATION INSURANCE FUND

109 Colo. 543

I. C. No. 430133 — 127 P. (2d) 878 — Index No. 336

See also 300

Judgment Affirmed

In Department.

Opinion by BURKE, J.

This cause is here for the second time. *State Fund v. Mattivi,* 106 Colo. 461; 106 Pac. (2d) 463. Our former opinion should be read in connection with this. The sole question there was, and here is, was plaintiff in error (hereinafter referred to as plaintiff) the common law wife of the deceased? An order of the county court so holding was in evidence. Exclusive thereof the Commission found the relationship did not exist, but bound by that order, as it believed itself in law to be, it found for her. We held the order admissible but not conclusive. Regardless thereof we found evidence to support an award either way and directed the cause remanded to the Commission for a clear cut finding on the fact. That procedure was followed, the same evidence introduced, and an award entered against plaintiff. That award was sustained by the District Court and this writ is prosecuted to

review its judgment. The assignments present the simple question of the sufficiency of the evidence.

In our former opinion we pronounced the identical evidence ample to support a holding of no common law marriage. It is here insisted that pronouncement became the law of the case, citing *5 C. J. S., sec. 1221, p. 1267.* We need not determine the question. Instead we have elected to review that evidence and now hold it sufficient. Under the well settled rule that if there be evidence to support an award it can not be disturbed.

The Judgment is affirmed.

WILSON vs. SINCLAIRE

109 Colo. 592

I. C. No. 444991 — 128 P. (2d) 996 — Index No. 337

District Court Reversed

Commission Sustained

En Banc.

Opinion by BOCK, J.

Claimant sustained severe injuries in an automobile accident which arose out of and in the course of his employment. He was unsuccessful in an action for damages against the other driver, and thereafter claimed compensation benefits. At the time the statutory medical expenses of $500.00 had been incurred, claimant was still hospitalized. In fact, when local doctors had completed their treatment, and if no further medical attention had been obtainable, claimant would have been permanently and totally disabled. However, claimant, at the advice of local doctors, sought attention at Mayo clinic at Rochester, Minnesota. The entire medical, surgical and hospital expense incurred was well in excess of $3,000.00, all of which had been paid by the claimant prior to the hearing of his claim. Mayo had been successful in reducing claimant's permanent partial disability to seventy-five per cent loss of the use of the left leg measured at the hip.

The Referee who heard the case gave the insurance carrier the opportunity to pay all of the medical expenses involved and receive the benefit of the cure that had been effected, and refusing that, to pay compensation to claimant for the permanent disability, which remained after the medical attention afforded by them had been concluded. The carrier declined to pay more than the statutory $500.00 and an award for permanent total disability was entered.

The District Court reversed the Commission, ordering an award for 75% of the left leg at the hip or further proceedings. In reversing the District Court and affirming the Commission, the Supreme Court

HELD:

"As a necessary premise, to sustain the award of the Commission, we first must ascertain whether there was any evidence to support the finding 'that had he (claimant) not obtained treatment at the Mayo clinic or similar treatment elsewhere, he would have been permanently and totally disabled.' Without detailing the testimony, the evidence, in our opinion, is sufficient to warrant this finding. * * * There is no provision in our Workmen's Compensation Act which specified the time at which disability is to be determined; * * * this problem, therefore, is left to the sound discretion of the Industrial Commission."

INDUSTRIAL COMMISSION vs. CARPENTER

109 Colo. 479

I. C. No. 385100 **126 P. (2d) 493** **Index No. 338**

District Court Reversed—Commission Affirmed

In Department.

Opinion by BURKE, J.

Claimant was admittedly injured in an accident arising out of and in the course of his employment and received an award for temporary total and permanent partial disability equivalent to 15% as a working unit. Approximately three years later the Commission reopened the case and, after receiving conflicting medical evidence as to whether claimant's disability as a result of this injury had increased, concluded that it had not and denied further compensation. The District Court reversed the Commission and directed an award for permanent total disability. In reversing the District Court, the Supreme Court

HELD:

"The real question is one of expert interpretation of admitted facts, and we could only sustain this judgment by doing what the trial court apparently did, substituting our interpretation for that of the medical experts whose theory was adopted by the Commission. Counsel for Carpenter takes the position that we could do this because neither the Courts nor the Commission are bound by the expert medical testimony. The law and the decisions are to the contrary."

JEWELL COLLIERIES CORPORATION vs. KENDA

110 Colo. .....

I. C. No. 515066 **..... P. (2d) .....** **Index No. 339**

Judgment Affirmed

En Banc.

Opinion by BOCK, J.

Claimant suffered an injury to his right eye in a compensable accident which resulted in loss thereof by enucleation. He had a congenital anomaly of the left eye which caused it to be industrially blind, and the question presented is whether claimant should receive compensation for 312 weeks by reason of loss of the right eye under Section 76 of the Workmen's Compensation Act (paragraph 355, Chapter 97, C. S. A. '35), which provides that: "If the employe has previously lost the vision of one eye and loses the vision of the remaining eye, he shall receive compensation for 312 weeks" or for 139 weeks under Section 73 of the Compensation Act (paragraph 352, Chapter 97, C. S. A. '35) which provides for the benefit last mentioned for loss of an eye by enucleation. The Commission granted the larger amount and the carrier contended for the latter on the theory that: (1) The loss of vision of the right eye being congenital, he never had industrial vision in that eye and, therefore, could not lose that which he never had and (2) that useful vision of the right eye could be had by the use of a corrective lens and that claimant was, therefore, not entitled to compensation under Section 76. In affirming the Commission's award the Supreme Court

HELD:

1. "That claimant never had vision in the left eye and, therefore, could not lose that which he never had, is, in our opinion, a narrow construction, which, having in mind the historical basis of the Workmen's Compensation Act prohibits its adoption."

2. "We are unable to say, from the record, that the Commission was not warranted in relying upon the uncorrected vision in the determination of the loss of vision of the left eye as indicated in *Platt-Rogers vs. Industrial Commission,* 101 Colo. 458; 74 P. 2d, 673. There may exist a state of facts which would make correction of vision an important factor but the record does not permit us to say that this is such a case."

METROS vs. DENVER CONEY ISLAND

110 Colo. .....

I. C. No. 514099 ..... P. (2d) ..... Index No. 340

Judgment Reversed

En Banc.

Opinion by YOUNG, C. J.

Claimant filed his claim for compensation by reason of an alleged hernia resulting from an injury suffered in the course of employment. After hearing of the testimony, the Referee entered his order wherein he found certain uncontroverted facts and thereafter set forth claimant's contention. He followed this recitation with the statement that "without making specific findings upon conflicting evidence with reference to claimant's reporting his accident to his employer and with reference to the preexistence of his hernia, the Referee does find that if the occasion occurred as the claimant has testified it would not constitute a compensable accident * * * . The Referee further finds therefore, that claimant has failed to sustain the burden of proving that he suffered an accident arising out of and in the course of his employment * * * ."

The Referee's order was affirmed by the Commission and upon appeal, was affirmed by the District Court. In its reversal, the Supreme Court

HELD:

"Again we say it is the Commission's function to find facts. If the testimony is conflicting, the Commission's duty is to resolve that conflict, determine what is true and what is false, and announce the facts in accordance with its findings. * * * If the Commission is of the opinion, after weighing the evidence, that it does prove an element of claimant's case, it should find that element *as a fact,* and similarly, if of the opinion that claimant has failed to prove any element of his case, it should find this element *not to be a fact* * * * . We have announced too often to require citation of authorities, that the District Court in Workmen's Compensation cases, and this Court on review, are bound by the *findings of fact of the Commission which are supported by evidence.* Unless the Commission first finds the evidentiary and ultimate facts, it is futile for the reviewing Court to examine the record, for it cannot sit as a fact finding body to ascertain facts from the testimony in the first instance, and it cannot on review determine whether the testimony is sufficient to establish *facts that have not been found by the Commission.*"

The judgment was reversed with directions to the Commission to make findings in accordance with the opinion and report its action to the District Court.

ROCKY MOUNTAIN FUEL COMPANY vs. REED

110 Colo. .....

I. C. No. 541142 ..... P. (2d) ..... Index No. 341

Judgment Affirmed

En Banc.

Opinion by BURKE, J.

The sole question presented is, were Reed and Mrs. Reed husband and wife at the time of Reed's death? It is admitted that the relationship of husband and wife existed unless defeated by the indisputable fact that cohabitation began illicitly because Mrs. Reed then had a husband living. She was married to one Mason and from whom she shortly separated. About four years later, she took up her residence with Reed. Some four years thereafter, Mason obtained a divorce in California and the Reeds continued their residence and relationship until Reed's death approximately eight years after the date of the divorce.

HELD:

"If there ever was a case where a relationship, unlawful in its inception, could be matured into a valid common law marriage by the conduct of the parties without proof of specific declaration, this is that case * * *. The conclusion is inevitable that in such cases as that now before us, some discretion must rest in the trial tribunal."

The Court cites with approval the following rules of law:

(a) Continued cohabitation after the removal of an obstacle to marriage raises a presumption of marriage.

(b) Mutual consent to the relationship may be established by conduct as well as by express words.

(c) Since the law deprecates illegal and favors lawful relations, slight circumstances may be sufficient to establish the transition from the former to the latter.

PITCHFORTH vs. MACOMB

110 Colo. .....

I. C. No. 513823 ..... P. (2d) ..... Index No. 342

Judgment Reversed and Remanded

En Banc.

Opinion by BAKKE, J.

In the Spring of 1940 Pitchforth, a sheep rancher in Northwestern Colorado, contracted with a William Jackson of Weiser, Idaho, for the shearing of his sheep, Jackson to furnish the shearing equipment and crew for performing the labor. Claimant was

a member of the crew. They started the season March 7 by shearing sheep at the Nicholson ranch in Utah. The Pitchforth job in Colorado lasted from April 20 to May 1. Claimant returned from Colorado to his home in Idaho and then went to a neighboring ranch where he commenced work about May 6th and it was while engaged at the latter place and on May 6th or 7th that he was compelled to discontinue work on account of illness. While the shearers were working on the Pitchforth job there was considerable rain and snow and operations were conducted sometimes when the sheep were wet and steamy. Claimant's theory is that he contracted tularemia through the inhalation of the warm steamy air given off by the sheep, claiming the warmth and moisture are the factors most conducive to keeping the organism alive.

The Commission's award for compensation was affirmed by the District Court. In its reversal the Supreme Court

> HELD: "Because of the view we take of the case, we deem it necessary to determine only one question, namely, is claimant's disability compensable under our Workmen's Compensation Act? We are of the opinion that it is not, for the reason that his illness was not the result of an accident arising out of and in the course of his employment.
>
> "The law unquestionably is, that before a definite cause is established all of the necessary links in the chain of causation must be shown by a preponderance of the evidence. The missing link in the chain in this case is. that it was not shown by the evidence that any of the sheep with which claimant came in contact in his work were in fact carriers of tularemia.
>
> "Since the undisputed testimony is that since claimant had no cuts or abrasions on his body—and there is no testimony to the effect that the disease could be acquired by absorption without such cuts or abrasions—the finding that 'it is more probable that claimant contracted this disease from handling the sheep' is without proper foundation.
>
> "With the absorption theory eliminated there remains only the alleged 'aspiration' or 'inhalation' theory. On this, one doctor said it was probable, the other that it was possible, but since, as already pointed out, there was no proof that any of Pitchforth's sheep were infected or carriers, this theory must also be discarded as a mere conjecture."

NOTE: This is a four to three decision and is still pending on application for rehearing.

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