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NINETEENTH REPORT OF THE Industrial Commission of Colorado

For the Period
December 1, 1944

TO

June 30, 1946



Administering:

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



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

Sir:

In accordance with the provisions of the law creating the Industrial Commission of Colorado as modified by the Labor Peace Act, we have the honor to transmit herewith the report of the activities and proceedings of the Commission for the period from December 1, 1944 to June 30, 1946.

WILLIAM I. REILLY,
ARTHUR H. KING,
WELDON W. TARBELL,
Commissioners.

FEAY B. SMITH,
Secretary-Referee.

DAVID F. HOW,
Referee-Director.

HERBERT M. MUNROE,
FREDERICK SASS,
Referees.

RECOMMENDATIONS

WORKMEN'S COMPENSATION ACT

It is the opinion of the Industrial Commission that impartial administration of the Act as it is written is its primary function.

This Commission cannot and should not attempt to correct apparent deficiencies in the Act by extra legal rulings or decisions.

It is the function of the Legislature to correct deficiencies and to amend sections of the Act which do not afford equal redress to parties litigant whether they be employers or employees.

The Commission does not believe it is proper for it to sponsor or support legislation which favors one group to the disadvantage of another. However, the Commission does feel that it has the duty of inviting the attention of the Legislature to changes in the Act which are necessary or desirable to enable it to administer the Act in such a manner as to most effectually achieve its intent and purposes.

Accordingly, the Commission recommends amendment of the following sections of the Workmen's Compensation Act:

SECTION 9

With the sole exception of sheriffs, elective officials of the State and its various subdivisions are excepted from coverage under the Act.

Cases from time to time arise where both elected officials and appointed officials are injured in the same accident or under identical circumstances, the elected official has no protection, the appointed official is protected.

The Commission believes that elected officials should be included under this section and that an appropriation for payment of adequate premium to the State Compensation Insurance Fund to cover the additional exposure should be made.

SECTION 21

We have repeatedly directed attention to the fact that the Workmen's Compensation Act does not contemplate the employer collecting the cost of Workmen's Compensation insurance from the employee. Complaints to the Commission indicate that the intent of the Act is violated in this respect from time to time. This section should be amended to specifically forbid this practice and to provide adequate penalties to insure observance of the Act.

SECTION 30

This section requires the employer to make a report of accident to this Commission within ten days after the occurrence but provides no penalty for failure to make a report within the specified time.

Since Section 31 of the Act requires the employee to report his accident to the employer within two days after the accident, and provides that if he fails to do so he shall be penalized one day's compensation for each day's failure to so report, it would seem equitable that some penalty should be imposed upon the employer for failure to perform his duty.

Failure on the part of certain employers to report accidents promptly accounts in a great part for otherwise unnecessary delay in compensating injuries.

It is obvious that insurance carriers cannot be expected to admit liability for accidents of which they have no knowledge when reports are delayed by the employer for 30, 60, or 90 days after the injury and in some instances longer. Compensation payments to the injured man are necessarily delayed a like period.

The Commission recommends imposition of a small penalty upon the employer for each day's failure to comply with Section 30 of the Act, such penalty to be paid by the employer direct to the injured man.

In view of the penalty imposed on the injured man by Section 31, it would appear that a penalty equivalent to one day's compensation for each day the employer fails to comply would be equitable.

SECTION 58

This section provides that death benefits shall terminate upon remarriage and shall survive to the remaining dependents, if any. A widow without children loses all remaining compensation upon remarriage. Many other states provide for payment of a percentage of the unpaid compensation or for reduction of the remaining compensation to a specific sum in event of remarriage. It is believed that a provision of this nature is more equitable and that a payment of some part of the unpaid compensation upon remarriage is desirable from the viewpoint of public good and morals.

SECTION 73

Section 73 (c) of the Act provides that where amputation is made between any two joints (except amputation between the knee and hip) the resulting loss shall be estimated as if the amputation had been made at the point nearest thereto.

The Commission believes that a more equitable basis of determining the loss would be to estimate the loss as of the point above the point of amputation.

Section 73 also provides for payment of compensation for amputation or loss of use of a member by payment for the specified number of weeks at the prevailing compensation rate.

Thus one workman may receive \$1,456.00 for the loss of a hand while another may receive as little as \$520.00.

The Commission believes that compensation for loss of a member should be equalized between individuals and that this schedule

should be amended to provide for payment of the specific sum for amputations regardless of the weekly compensation rate.

Consideration should also be given to the fact that amputations are not compensated with due regard to the industrial handicap incurred. The loss of a foot or a hand are both compensated by payment of 104 weeks' compensation. In the vast majority of cases the loss of a hand is a far greater industrial handicap than the loss of a foot. It is a known fact that many men work without apparent handicap with an artificial foot. This is not possible with an artificial hand. The Commission recommends that the amounts paid for various losses of members be reconsidered with a view to more equitably compensating those injuries creating the greatest industrial handicap.

SECTION 83

The Commission again directs attention to the fact that in its opinion this section is not equitable in that it imposes a 50% penalty on the employee 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 the Commission shall have power and authority to prescribe what safety devices, safeguards or other means of protection shall be adopted for the prevention of accidents in every employment and that where an injury is caused by the failure of the employer to comply with any order of the Industrial Commission that compensation and death benefits shall be increased 50%. It should be provided that any additional liability resulting from the employer's failure to supply safety devices or carry out the orders of the Commission shall be recoverable from the employer only and not from the insurer of the employer under this Act.

SECTION 161

Section 161 of the Workmen's Compensation Act, same being Chapter 241, Session Laws of Colorado, 1941, as amended imposes a tax on insurance companies writing Workmen's Compensation Insurance in this State, upon the State Fund and on Self-insurers for the use of the Industrial Commission in promoting safety and accident prevention in industry.

SECTION 8

Section 8 provides that, if at the end of any fiscal year, there remains unexpended any money derived pursuant to the Act in excess of Five Thousand (\$5,000.00) Dollars, said excess shall be transferred to the General Fund.

Without exception those conversant with this situation have expressed the opinion, and the Commission agrees and recommends, that Section 8 of said Act should be amended so that these funds remain intact until a sufficient reserve is built up. The

Commission should then be empowered to reduce or suspend the tax until the reserve is reduced to a point where additional funds are required, and then to reinstate the tax until a sufficient reserve is again established.

In this way money raised pursuant to a tax imposed for the promotion of safety and accident prevention would not be misused for purposes other than for which it was intended. We earnestly recommend such an amendment to Section 8, Chapter 133, Session Laws of Colorado 1943.

OCCUPATIONAL DISEASE DISABILITY ACT

This measure was enacted by the 35th General Assembly and became effective January 1, 1946.

At the close of the first six months of its operation not a single claim had been found compensable under its provisions. Only six cases had been reported which were likely to be compensable under the meager coverage afforded by the Act.

ADDITIONAL EMPLOYEES

It has always been the policy of this Commission to ask of the Legislature authorization for only such employees as are required to operate with efficiency.

With the increase of business in this State the burden of the Commission has increased. This increase has been met in part by shifting employees temporarily from one department to another to meet peak load conditions. However, we have reached the place where this expedient only assists one department at the expense of another. Additionally, certain duties require technical qualifications which are not available among the employees in general.

Elsewhere in this report we have mentioned the delay caused in business by inability to give immediate inspection to certain types of boilers and the desirability of providing inspection service for unfired pressure vessels. The authorization of one additional boiler inspector is essential. If inspection of unfired vessels is authorized two more inspectors must be provided or a total of three additional inspectors. Since this department is supported by inspection fees, no burden will be imposed on the General Fund.

The Factory Department requires at least one additional inspector to function efficiently. Attention is invited to the large number of inspections now made by a limited staff.

The Safety Department is a new department and is self-sustaining. It is unfair to Labor and Management and wasteful of human life and limb to provide compensation for industrial accidents and to fail to make an intelligent and determined effort to prevent accidents. Progress has been made in that direction but without adequate inspection service the program falls short

of a desirable standard. Authorization is desired for two additional inspectors at a salary which will attract competent experts in that field.

LABOR RELATIONS

The number of cases handled by the Commission has increased during the period covered by this report, because of the increase of industrial disputes since VJ Day.

As expected, the release of war-time restrictions also increased many dormant dissatisfactions. Another factor contributing to the increase in cases was the dissolution of war-time agencies, which, endowed with more arbitrary powers than the Commission, had dictated settlement in many disputes.

Fortunately, the work of the Commission, in the arbitration of cases, has not increased in the same proportion as disputes, else a much larger staff would have been needed.

The same release of restrictions brought with it a resurgence of collective bargaining, which permitted the settlement of many disputes between the parties involved, without the intervention of the Commission.

CASE NO. 3608. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. EQUITABLE BUILDING AND BOSTON BUILDING. This was an incompleated case, so far as the file shows. We have every reason to believe that a settlement was made.

CASE NO. 3609. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. COOPER BUILDING. This was a similar case to Case No. 3608.

CASE NO. 3610. INTERNATIONAL ASSOCIATION OF BRIDGE STRUCTURAL & ORNAMENTAL IRON WORKERS LOCAL UNION NO. 24 vs. ASSOCIATION OF GENERAL CONTRACTORS. The file on this case was terminated when information requested was withheld.

CASE NO. 3611. SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL UNION NO. 9 vs. SHEET METAL UNION SHOPS. Notice was regularly filed on December 18, 1944 and the completed contract was signed by the parties concerned on April 1, 1945.

CASE NO. 3612. MOUNTAIN STATES COMPENSATION RATING BUREAU vs. EMPLOYEES. This is a completed file in which the employer proposed making said changes and working conditions which had the approval of the employees. The Commission therefore closed its file in the case.

CASE NO. 3613. PRINTING TRADES COUNCIL RATES. This file contains the wage rates of the various printing trades prevailing January 1, 1945.

CASE NO. 3614. TEAMSTERS NO. 435 RATES. This file contains the wage rates of teamsters as of January 1, 1945.

CASE NO. 3615. KISTLER INVESTIGATION. This file contains the results of an investigation of the Kistler Stationery Company. This matter was the result of that firm's application for a clearance to do state printing.

CASE NO. 3616. WESTERN MACHINERY COMPANY vs. EMPLOYEES. The employers in this case desired to reduce the wage scale of the employees and work more hours per week so that their hourly wages would remain the same. This action was taken in order that nearby workers would not become restless because of the short work week of this firm. The change was agreeable to the employees.

CASE NO. 3617. DENVER STEREOTYPERS & ELECTROTYPERS LOCAL UNION NO. 13 vs. POST PRINTING & PUBLISHING COMPANY AND DENVER PUBLISHING COMPANY. This case was brought to our attention with a letter of January 22, 1945, which indicated that the Union was negotiating a new contract. The question arose as to the authority of the Union and a vote was taken under the direction of the NLRB. The Union won and a contract was signed twenty minutes later on March 4, 1945.

CASE NO. 3618. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. DENVER SEWER PIPE & CLAY COMPANY. A letter was received from the Union which informed us of its intentions to open negotiations. Nothing more was heard in answer to our further inquiries, we therefore closed our file in the case.

CASE NO. 3619. GLASS WORKERS AND GLAZIERS LOCAL UNION NO. 930 vs. EMPLOYERS OF UNIONS OF DENVER. Notice was regularly filed by the Local Union concerning a new agreement. After negotiations, a contract was signed satisfactory to all parties concerned.

CASE NO. 3620. PAINTERS LOCAL UNION NO. 79 vs. UNION PAINTING CONTRACTOR ASSOCIATION. Negotiations were opened between these parties and according to our information, they were conducted in a businesslike manner. Some delays were caused by the required approval of federal agencies. At the end of 30 days, there being no need of our services, our file in the case was closed.

CASE NO. 3621. BROTHERHOOD OF PAINTERS, DECORATORS & PAPERHANGERS OF AMERICA LOCAL UNION NO. 171 vs. EMPLOYERS, COLORADO SPRINGS. Copies of the signed contracts between Local Union No. 171 and four contractors of Colorado Springs was received and regularly filed.

CASE NO. 3622. SANGRE DE CRISTO ELECTRICAL ASSOCIATION vs. EMPLOYEES. This file contains questions and answers as to the method to be pursued in changing hours, wages, and working conditions for firms lately come to Colorado.

CASE NO. 3623. OPERATIVE PLASTERERS & CEMENT FINISHERS LOCAL UNION NO. 388 vs. EMPLOYERS, GRAND JUNCTION. A letter was received informing us that the Plasterers' Union of Grand Junction had voted to raise their scale and that the cement finishers had voted to retain their scale. Our letter asking for further information as to the progress of negotiations or the completion of agreements remained unanswered. We therefore closed our file after the lapse of 30 days.

CASE NO. 3624. This case was consolidated with Case No. 3646.

CASE NO. 3625. BAKERY & CONFECTIONERY WORKERS LOCAL UNION NO. 226 vs. STAR BAKING COMPANY AND ZIM BREAD COMPANY, COLORADO SPRINGS. This case was regularly filed with the Commission. Negotiations were conducted and the agreement was reached in due time, a copy of which was submitted to this Commission. We therefore terminated our jurisdiction in the case.

CASE NO. 3626. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. HORACE W. BENNETT REALTY COMPANY. This file is not complete owing to a lack of information as to the subject of the negotiations. Therefore, we closed our records in the case.

CASE NO. 3627. SIGN & PICTORIAL PAINTERS LOCAL UNION NO. 1045 vs. SIGN PAINTING CONTRACTORS OF DENVER. Notice was regularly given suggesting a change in wage rates. Our information was that negotiations were carried on with a businesslike manner. After sufficient time had elapsed for an agreement to be reached, the Commission ordered termination of its jurisdiction in the case.

CASE NO. 3628. BOILERMAKERS, IRON SHIP BUILDERS & HELPERS vs. CARD IRON WORKS. This case originated in a verbal

interrogation by non-resident representatives of the Union. Such information was furnished. Our request for a written notice was ignored. We, therefore, closed our file in the case.

CASE NO. 3629. INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 1 vs. TIVOLI UNION COMPANY. This file consists of a letter from the local representatives of the Union stating that negotiations were to be undertaken. We were unable to acquire further information concerning the matter.

CASE NO. 3630. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. DENVER TRAMWAY CORPORATION. A letter from the business representative of the Union informed us of an intent to make an agreement with the corporation. We were later informed by representatives of the corporation that such an agreement was satisfactorily concluded.

CASE NO. 3631. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. CRYSTAL BOTTLING COMPANY. We have a letter to indicate that the Union was in negotiation with the Crystal Bottling Company. No further information reached us concerning the case. We, therefore, closed our file in the matter.

CASE NO. 3632. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. WALTERS BREWING COMPANY. This file consists of a letter stating that it was the intention of the Union to reopen the agreement with this Company for negotiations. Having no further information, the file was closed.

CASE NO. 3633. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. ORIENTAL REFINING COMPANY. No information blank was returned, after we sent it in response to a letter stating that it was the intent of the Union to reopen the agreement held with this Company.

CASE NO. 3634. BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION LOCAL NO. 26 vs. BAKERY EMPLOYERS. Notice was regularly filed concerning the desire of the Union to raise the rates in the new agreement expected to be signed by these companies. Negotiations were carried on in good faith and sincerity, according to our information. When sufficient time had elapsed, the Commission issued an order terminating its jurisdiction.

CASE NO. 3635. AMALGAMATED ASSOCIATION OF STREET ELECTRIC RAILWAY & MOTOR COACH EMPLOYEES OF AMERICA vs. DENVER TRAMWAY COMPANY. This case is arbitrated annually without the intervention of the Commission and this year was no exception.

CASE NO. 3636. BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA LOCAL UNION NO. 1583 vs. FIXTURE COMPANY EMPLOYERS. Negotiations in this case were carried on in a businesslike manner and resulted in signed agreements with the employers, in due time. We, therefore, closed our file in the case.

CASE NO. 3637. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 1222 vs. MID-WESTERN RADIO CORPORATION. The Commission received a copy of a letter from KFKA, the original of which was an acknowledgment to the Union of a letter from them asking that certain changes be made in the agreement between them. No information was received directly from the Union as to what their desires were. Since the matter required no action on our part, the case was closed in due time.

CASE NO. 3638. BUILDING SERVICE EMPLOYEES LOCAL UNION NO. 105 vs. COOPER BUILDING. We were in receipt of a letter from the Union indicating that it was their desire to modify the contract with these employers. We received no further information from the Union regarding the progress of the negotiations.

CASE NO. 3639. THE DENVER MASTER PLUMBERS' ASSOCIATION AND THE HEATING, PIPING & AIR CONDITIONED CON-

TRACTORS ASSOCIATION vs. PLUMBERS LOCAL UNION NO. 3 AND STEAMFITTERS LOCAL UNION NO. 208. This file shows the culmination of a series of negotiations which resulted in a raise in wages for the plumbers, steamfitters and their apprentices.

CASE NO. 3640. SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 9 vs. EMPLOYERS. Notice was given of a wage adjustment approved by the Wage Adjustment Board for the sheet metal workers.

CASE NO. 3641. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. MERCHANTS BISCUIT COMPANY. We were notified by letter by the Union that negotiations with this company were about to start. Subsequent inquiry indicated that the negotiations were proceeding. There being no action requested on the part of the Industrial Commission, the case was closed.

CASE NO. 3642. MERWYN A. GRAHAM vs. DENVER TRAMWAY OR A. A. OF S. E. R. & M. C. E. OF A. This claim was cancelled as not being an industrial dispute case.

CASE NO. 3643. BISCUIT & CRACKER WORKERS LOCAL UNION NO. 240 vs. MERCHANTS BISCUIT COMPANY. This is a companion case to Case No. 3641 and the settlement of this case would depend upon the settlement of the other. Negotiations were carried on and we were later notified that a settlement in this case had been made.

CASE NO. 3644. EIGHTEEN TONGSMEN EMPLOYEES vs. COLORADO FUEL & IRON COMPANY. This case consists of the investigation made of a strike of tongsman in the Pueblo Works of the Colorado Fuel & Iron Company. It developed that there was no lack of bargaining machinery for the settlement of disputes, but in this case none could be used. It was claimed to be a wild-cat strike which the Union would not handle. The War Labor Board was powerless to negotiate with any individual or group unless designated as the bargaining unit. The Federal Conciliation Board could not hear the case while the work was stopped. At the time the Industrial Commission was going to take jurisdiction, the army officials took steps to get the work going and settle the case.

CASE NO. 3645. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. BAY PETROLEUM CORPORATION. This file contains a letter from the Union saying that negotiations with this company were desired.

CASE NO. 3646. UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA LOCAL UNION NO. 515, Colorado Springs vs. EMPLOYING CONTRACTORS OF COLORADO SPRINGS DISTRICT. As a result of extended negotiations, the wage rates of Colorado Springs carpenters were raised. This file consists of the progress and culmination of those negotiations.

CASE NO. 3647. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 1 vs. PERRY PETROLEUM COMPANY. This file consists of a letter from the Union and our acknowledgment of it.

CASE NO. 3648. BROTHERHOOD OF CARPENTERS & JOINERS LOCAL UNION NO. 56 vs. DENVER GENERAL CONTRACTORS' ASSOCIATION. This case shows an increase in the wage rates of carpenters in the Denver district. The case was closed when the agreement was reached.

CASE NO. 3649. PUEBLO TYPOGRAPHICAL UNION NO. 175 vs. PUEBLO NEWSPAPERS & JOB PRINT SHOPS. This case consists of a letter informing our office that Pueblo employers of printers had been notified that the existing contracts were open for negotiations and our acknowledgment of that letter.

CASE NO. 3650. BROTHERHOOD OF PAINTERS, DECORATORS & PAPERHANGERS LOCAL UNION NO. 171 vs. P. P. PENNINGTON, C. F. LONG, EARL BAUBLITS, SCOTT DECORATING COMPANY,

GUY ESSEX. This case is a notification that the above named employers had signed contracts, copies of which became part of the file and we then closed the case.

CASE NO. 3651. TILE, MARBLE & TERRAZZO HELPERS LOCAL UNION NO. 85 vs. TILE & MARBLE CONTRACTORS OF DENVER. This case was regularly filed, negotiated, and completed without the assistance of the Commission. Therefore, the file was closed.

CASE NO. 3652. JOURNEYMEN PLUMBERS & STEAMFITTERS UNION LOCAL NO. 58 vs. UNION MASTER PLUMBERS OF COLORADO SPRINGS. This file consists of a letter indicating a desire for a raise in wages in the Colorado Springs area. There being no protest, we closed the file at the end of 30 days.

CASE NO. 3653. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. LEE SOAP COMPANY. This file consists of a letter from the Union indicating an intention to negotiate a new agreement. There being no petition on the part of either party before the Commission, the case was assumed to be settled.

CASE NO. 3654. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. GREELEY ICE & COLD STORAGE COMPANY. The Union notified us of an intention to present a new contract and there being no other information on the case, we closed our file, as provided by law.

CASE NO. 3655. NATIONAL ASSOCIATION OF BROADCAST ENGINEERS AND TECHNICIANS vs. KFKA BROADCASTING COMPANY, Greeley. In this case we were sent a copy of a letter which was an answer by the company to the Union concerning certain provisions in a proposed contract. There being no request for a hearing by either side in the case, the file was closed.

CASE NO. 3656. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. STAR OVERALL LAUNDRY & ACME OVERALL SUPPLY COMPANY. Information is lacking in this file, except as to a letter from the Union indicating a desire to renew the existing contract, with some changes.

CASE NO. 3657. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. ALBANY HOTEL. This case with the Albany Hotel was settled as a matter of form.

CASE NO. 3658. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. NATIONAL BISCUIT COMPANY. We were advised that negotiations were solicited with this firm by this Union. Neither side requested a hearing.

CASE NO. 3659. DENVER STEREOTYPERS & ELECTROTYPERS LOCAL UNION NO. 13 vs. DENVER POST, ROCKY MOUNTAIN NEWS, DENVER CATHOLIC REGISTER. This case was brought to our attention by a letter from the Union indicating an intention to open negotiations with the above named employers. Subsequent investigation indicated that while the final settlement was delayed, it was unlikely that the Commission would be requested to hold a hearing within the statutory 30 days. We, therefore, terminated our jurisdiction in the case at the proper time.

CASE NO. 3660. UNITED MINE WORKERS OF AMERICA LOCAL UNION NO. 1662 vs. PIKE VIEW COAL COMPANY OF COLORADO SPRINGS. A protest was received from the Union concerning the matter of vacation pay. Investigation and negotiations carried on by the Commission showed that this company had not signed a contract with the Union but that it had conformed to the Union contract so far as wages and hours were concerned. It was contended that the verbal agreement extended to the matter of vacation pay. The attorney for the company agreed that that was a reasonable assumption. An agreement was made with the Commission that certain aspects of the vacation pay provision would be followed. The company officials repudiated that agreement and the case was dropped. We thereupon terminated our jurisdiction.

CASE NO. 3661. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. COLORADO-WYOMING GAS COMPANY. This file consists of a letter telling us of the intention to open negotiations and our acknowledgment of that letter.

CASE NO. 3662. BISCUIT & CRACKER WORKERS LOCAL UNION NO. 240 vs. NATIONAL BISCUIT COMPANY. This file is concerned with a case that appears annually and there has not, as yet, been any serious dispute between this Union and this company. The file was closed when no request was made to intervene.

CASE NO. 3663. BAKERY & CONFECTIONERY WORKERS LOCAL UNION NO. 240 vs. NATIONAL BISCUIT COMPANY. This is a companion case to Case No. 3662. The negotiations were carried on simultaneously and the results were the same.

CASE NO. 3664. EMPLOYEES OF SEARS, ROEBUCK COMPANY vs. SEARS, ROEBUCK COMPANY. This file consists of a letter from this company stating that certain of their employees desire certain changes in their lunch periods and that the company had no objection to the changes and a reply stating that if the company and the employees had no dispute, there would be no objection to the change on the part of the Commission.

CASE NO. 3665. B. of P. D. & P. of AMERICA (PAINTERS) LOCAL UNION NO. 79 vs. UNION PAINTING & DECORATING CONTRACTORS OF DENVER. Notification was received from the painters showing the latest agreement with the employers of their membership, thus bringing our information up to date.

CASE NO. 3666. BROTHERHOOD OF CARPENTERS & JOINERS LOCAL UNION NO. 55 vs. UNION EMPLOYERS. This file consists of the notification that a raise in wages has been granted to the carpenters in the Denver area.

CASE NO. 3667. BROTHERHOOD OF PAINTERS, DECORATORS & PAPERHANGERS LOCAL UNION NO. 171 vs. UNION EMPLOYERS OF COLORADO SPRINGS. Notification was received that negotiations were about to open with Colorado Springs master painters looking toward a new contract.

CASE NO. 3668. COAL MINERS vs. VANADIUM CORPORATION OF AMERICA, NATURITA, COLORADO. The Commission was notified by wire of a closedown at the property of the employer. Subsequently the case was taken to the Federal Conciliation Service and as the case was settled, we, therefore, closed our file.

CASE NO. 3669. PRINTING TRADES SURVEY. This file consists of a survey of the printing trades in the Denver area as of July 1, 1945.

CASE NO. 3670. PAINTERS, DECORATORS & PAPERHANGERS vs. PUEBLO PAINTING CONTRACTORS. Investigation of negotiations between the painters and their employers in Pueblo indicated that no assistance on our part was desired. We, therefore, terminated jurisdiction.

CASE NO. 3671. I. H. C. B. & C. L. LOCAL UNION NO. 720 vs. WESTERN ELATERITE ROOFING COMPANY. This case was brought to the attention of the Commission by a letter from the Union. The case was investigated and held the time allotted by law and there being no request for a hearing, our jurisdiction was terminated.

CASE NO. 3672. OPERATING ENGINEERS NO. 1 vs. CONTINENTAL AIR LINES. This file consists of a letter concerning proposed negotiations between the Union and the company and our acknowledgment of the letter.

CASE NO. 3673. BRIDGE, STRUCTURAL & ORNAMENTAL IRON WORKERS LOCAL UNION NO. 24 vs. DENVER GENERAL CONTRACTORS. We were notified of the Union's desire for certain changes in the existing contract and receiving no request for a hearing, our jurisdiction in the case was terminated. Subsequently, we received a letter from the Union Representative stating that a letter had been sent

to us, which we had not received. The Commission promised that it would reopen the case in the event that became necessary, for which no request was made within the statutory time.

CASE NO. 3674. PAINTERS, DECORATORS & PAPER HANGERS LOCAL UNION NO. 284, Boulder, vs. UNION EMPLOYERS. Investigation of this case indicated that there was likely to be no request for a hearing, in fact there seemed to be no dispute in existence. We, therefore, terminated our jurisdiction in the case.

CASE NO. 3675. UNITED AUTO WORKERS C.I.O. vs. GENERAL MOTORS CORPORATION. This file consists of a wire from the Union headquarters in Detroit stating that unless the company agreed to certain demands, that a work stoppage might result. In reply, we wired a copy of the Colorado Act to Detroit. There being no further communication in the following 35 days, the Commission closed its file in the case.

CASE NO. 3676. BARBERS UNION LOCAL NO. 205 vs. EMPLOYING BARBERS. A hearing was held on this dispute and an award was made which was accepted by all parties concerned.

CASE NO. 3677. AMALGATED CLOTHING WORKERS OF AMERICA LOCAL NO. 263 and JOURNEYMEN TAILORS UNION NO. 3 vs. THE MAY CO., GANO-DOWNS, COTTRELLS STORE, DANIELS & FISHER STORES CO., THE DENVER DRY GOODS CO., FAHEY-BROCKMAN, DUNDEE CLOTHES SHOP, KINGSTON CLOTHES, JOE ALPERTS, STEVEN CLOTHES, CURZON CLOTHING STORE, GILLILAND CUSTOM TAILORS, McCLANAHAN CLOTHING CO., BARNETTS STORE, MACK & BOB TAILORS, J. C. PENNEY, GEO. A. FLANNAGAN. Notice was filed in this case which came on for hearing. However, in lieu of taking evidence, the representatives of the Union and of the employers were urged to meet and iron out their differences. This was done by an offer from the employers which was subsequently accepted by the Union.

CASE NO. 3678. PRINTING TRADE STANDARDS OF 1945. This is a file containing information of the state of the printing trades' standards in 1945, which was considered in the setting of minimum standards for State printing.

CASE NO. 3679. WILLIAM E. RUSSELL COAL COMPANY vs. UNITED MINE WORKERS OF AMERICA. Complaint was filed by the Company that miners threatened to strike because of failure to re-hire a certain Union man. The Commission Investigator went to the mine and warned the men that the contemplated strike, if declared at the time specified, would be illegal. Subsequently, the miners and the employer were urged to follow the routine as set forth in the contract between them for the settlement of disputes such as this one. Having assured ourselves that such procedure was exercised, the Commission issued an order terminating its jurisdiction in the case.

CASE NO. 3680. INTERNATIONAL UNION OF RETAIL, WHOLESALE & DEPARTMENT STORE EMPLOYEES vs. MONTGOMERY WARD & COMPANY. This case consists of notice from the Union to the effect that a strike was about to be declared because of the breakdown in negotiations in effecting an agreement. No request was made by either side to this Commission to hold a hearing for the reason that neither the local representatives of the Union nor the local representatives of the employers were authorized to make a settlement until an agreement was reached nationally. We, therefore, terminated our jurisdiction in the case on November 24, 1945.

CASE NO. 3681. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. LIQUID CARBONIC COMPANY. This file consists of a letter stating that negotiations were about to be undertaken with this firm. No request was received for hearing. Therefore we regularly closed the case.

CASE NO. 3682. BRICKLAYERS & STONEMASONS UNION NO. 1 vs. DENVER CONTRACTORS. This case is one of the series

pertaining to building craftsmen who submitted their claims for new rates for the Wage Adjustment Board. No action was required of the Commission.

CASE NO. 3683. COLORADO SPRINGS PRINTING PRESSMEN & ASSISTANTS' UNION NO. 144 vs. GAZETTE AND TELEGRAPH. This file contains a copy of the agreement that was signed by both parties for future reference if that should become necessary.

CASE NO. 3684. COLORADO SPRINGS PRINTING PRESSMEN & ASSISTANTS' UNION NO. 144 vs. JOB SHOPS, COLORADO SPRINGS. This file consists of a copy of the agreement that was signed by both parties for future reference if that should become necessary.

CASE NO. 3685. DENVER PRINTING PRESSMEN & ASSISTANTS' UNION NO. 40 vs. JOB SHOPS, Denver. This file contains a copy of the agreement that was signed by both parties for future reference if that should become necessary.

CASE NO. 3686. OFFICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 5. vs. COLORADO HOSPITAL SERVICE. This case is a notice of intention to strike as required by State law. Investigation disclosed that negotiations were proceeding in good faith and sincerity and there being no request for hearing, the Commission terminated its jurisdiction in the case.

CASE NO. 3687. COLORADO STATE FEDERATION OF LABOR vs. COLORADO STATE HOSPITAL. This file consists of an appeal contained in a resolution passed by the Colorado State Federation of Labor requesting a raise in wages for State employees in the Colorado State Hospital in Pueblo, Colo.

CASE NO. 3688. COLORADO SPRINGS TYPOGRAPHICAL UNION NO. 82 vs. GAZETTE-TELEGRAPH. Information reached the Commission that a new contract was sought by the Typographical Union No. 82. There being no request for a hearing, the case was subsequently closed.

CASE NO. 3689. UNITED BROTHERHOOD OF CARPENTERS & JOINERS LOCAL UNION NO. 362 vs. GENERAL CONTRACTORS ASSOCIATION OF PUEBLO. This file consists of the demands of the Pueblo carpenters and a record of part of the negotiations as a result thereof. The case was closed on our order terminating jurisdiction, after an agreement had been reached.

CASE NO. 3690. NEWSPAPER GUILD OF DENVER LOCAL UNION NO. 74 vs. ROCKY MOUNTAIN NEWS. Notice was received of an intent to strike on the part of the Guild members in the event that an agreement was not reached. The employer is a chain newspaper which would sign only a nation-wide agreement. The negotiations, locally, were carried on in good faith and sincerity and there being no advantage to be reached in holding a hearing, the Commission terminated its jurisdiction at the end of the statutory time.

CASE NO. 3691. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. CENTRAL STATES ELECTRIC COMPANY. Notice was received from the Union that negotiations were about to open with the firm. Nothing more was heard of the case, we therefore closed our file.

CASE NO. 3692. TILE LAYERS, MARBLEMASTERS & TERRAZZO WORKERS NO. 6 vs. GENERAL CONTRACTORS. The tile layers joined with other building trades in submitting their demands to the Wage Adjustment Board to set their rates into the general pattern for construction work. We closed the file upon receiving the decision of the Wage Adjustment Board.

CASE NO. 3693. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 9 vs. BRANNAN SAND & GRAVEL COMPANY. The engineers are an integral part of the building industry and for that reason their new wage rates were decided by the Wage Adjustment Board in conformity with the construction industry pattern.

CASE NO. 3694. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 9 vs. CITY AND COUNTY OF DENVER. This case was closed when the engineers and the City and County of Denver reached an agreement as to what the rates should be.

CASE NO. 3695. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 9 vs. SUPERIOR SAND & GRAVEL COMPANY. This case was decided by the Wage Adjustment Board award affecting various trades in the construction industry.

CASE NO. 3696. HOD CARRIERS, BUILDING & CONSTRUCTION LABORERS NO. 354 vs. PUEBLO CONTRACTORS. Negotiations between the building trades and the general contractors in the Pueblo area were completed without the intervention of the Industrial Commission. We, therefore, closed our file in the case.

CASE NO. 3697. HOD CARRIERS, BUILDING & CONSTRUCTION LABORERS NO. 354 vs. PUEBLO PLUMBERS. A satisfactory settlement was reached in this case after negotiations had proceeded for some time.

CASE NO. 3698. OPERATING PLASTERERS & CEMENT FINISHERS LOCAL UNION NO. 577 vs. DENVER GENERAL CONTRACTORS & ASSOCIATED CONTRACTORS. This case is one of the several affecting the building industry in Denver and was settled by the arbitration of the Wage Adjustment Board.

CASE NO. 3699. GLASS WORKERS & GLAZIERS LOCAL UNION NO. 930 vs. CLASS CONTRACTORS OF DENVER. The glaziers were not satisfied with the suggested rates of the Wage Adjustment Board and after a short strike, agreement was reached with their employers. A file was in proper order to conform with the law.

CASE NO. 3700. MIDLAND PRODUCE CO. vs. PRODUCE DRIVERS, HELPERS & WAREHOUSEMEN LOCAL NO. 452 IBTCW&H. This case was brought by the employers' complaint that the Teamsters in their employ were on an illegal strike. Upon confirming this fact, the Commission ordered the Union to withdraw their strike order. This the Union did. Subsequently a hearing was held to determine whether or not there had been a violation of the Colorado Labor Peace Act. After the hearing, the Commission decided that a violation had occurred. The Union appealed the decision of the Commission to the District Court. The cause of the action having been by this time removed, the case was not heard. Contacts from time to time with the Union and the employers has convinced the Commission that the relationship between the two is reasonably good. There being no further charges filed by either party, the Commission closed its file in the case.

CASE NO. 3701. COMMERCIAL TELEGRAPHERS UNION vs. EMPLOYERS. This file consists of a telegram from the General Chairman of the telegraphers at Kansas City informing us that it was the intent of the telegraphers to strike unless an agreement was reached. No further information was received concerning the matter; therefore, we closed our file in the case.

CASE NO. 3702. UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA UAW-CIO LOCAL UNION NO. 1030 vs. CONTINENTAL AIR LINES, INC. Notice was filed in person by the International Representative of the above named Union. Both he and the attorney for the Air Lines agreed to take the case to a Federal agency, as it involved a common carrier. The file was therefore closed.

CASE NO. 3703. DELIVERY & TAXICAB DRIVERS & HELPERS UNION NO. 435 vs. CONTINENTAL CAN COMPANY. Notice was received from the Union of negotiations with this Company. Subsequent investigations indicated that the matter could be settled without our intervention. We therefore terminated our jurisdiction on January 7, 1946.

CASE NO. 3704. DELIVERY & TAXICAB DRIVERS & HELPERS UNION NO. 435 vs. REULER-LEWIN LIQUOR CO., A. CARBONE & CO., MIDWEST LIQUOR CO. The Commission terminated its jurisdiction on this case when it became apparent that no hearing was to be requested and that negotiations were being carried on in a satisfactory manner.

CASE NO. 3705. PLASTERERS & CEMENT FINISHERS, PUEBLO LOCAL NO. 58 vs. PUEBLO GENERAL CONTRACTORS ASSOCIATION. The plasterers and cement finishers in Pueblo reached an agreement with the Pueblo General Contractors after a period of negotiations. Our information concerning the negotiations was supplied by the Contractors' Association and not by the Union.

CASE NO. 3706. AMALGAMATED CLOTHING WORKERS OF AMERICA vs. ARTHUR ROSE WHOLESALE TAILORS, GROSS WHOLESALE TAILORS, BELL TAILORS. Efforts to bring the Union and the employers into an agreement were unsuccessful in this case until the Commission held a hearing and an award was made, which thereby terminated our jurisdiction.

CASE NO. 3707. INTERNATIONAL MOULDERS & FOUNDRY WORKERS vs. AMERICAN MANGANESE STEEL COMPANY. This file consists of information to the effect that negotiations were underway and the notice that a satisfactory contract had been signed.

CASE NO. 3708. BROTHERHOOD OF PAINTERS, DECORATORS & PAPERHANGERS OF AMERICA LOCAL NO. 171 vs. UNION PAINTING CONTRACTORS OF COLORADO SPRINGS. This file consists of information from the Union as to the contracting painters in the Colorado Springs area, which had signed contracts with the Union.

CASE NO. 3709. DENVER BUILDING & CONSTRUCTION TRADES COUNCIL vs. GATES RUBBER COMPANY. This case consists of a notice of a threatened strike as a result of a jurisdictional dispute between AFL and CIO employees of Gates Rubber Company. The matter resolved before a stoppage of work occurred. We, therefore, closed our file in the case.

CASE NO. 3710. OPERATIVE PLASTERERS' INTERNATIONAL UNION NO. 32 vs. EMPLOYERS. This case was included in the Wage Adjustment Board's decision adjusting rates in a construction industry for this area. Upon notice of acceptance by the Union, our file in the case was closed.

CASE NO. 3711. INTERNATIONAL ASSOCIATION OF MACHINISTS vs. AMERICAN MANGANESE STEEL CO. We received a notice from the above named Union concerning their members working for the above named firm. After some negotiations, the notice was withdrawn in favor of a Federal agency. We, therefore, closed our file in the case on January 15, 1946.

CASE NO. 3712. UNITED STEELWORKERS OF AMERICA LOCAL UNIONS NO. 3267 & NO. 2102 vs. COLORADO FUEL & IRON CO. Notice was regularly given of intent to strike by the Steelworkers. Since all negotiations were carried on in the East, the intervention of the Commission was not sought. The file, however, contains statements by both sides of the controversy indicating their relative position. The file was closed when the strike was nationally settled.

CASE NO. 3713. UNITED STEELWORKERS OF AMERICA LOCAL UNION NO. 3405 vs. RAMAPO-AJAX BRAKE SHOE CO. The same conditions affected this file as No. 3712.

CASE NO. 3714. UNITED STEELWORKERS OF AMERICA LOCAL UNION NO. 3356 vs. CHICAGO FREIGHT CAR & PARTS CO. This is another case related to the first two and was closed when an agreement was reached on February 18, 1946.

CASE NO. 3715. UNITED MINE WORKERS LOCAL UNION NO. 5909 vs. CLAYTON COAL CO. Complaint was received to the effect that this Company was not living up to the contract for the reason that

the dispute regarding vacation pay could not be settled. After a good deal of advice to both parties, relative to the sanctity of the contract, the complaint was withdrawn. We, therefore, closed our file in the case.

CASE NO. 3716. UNITED STEELWORKERS OF AMERICA LOCAL NO. 3119 vs. SILVER ENGINEERING WORKS, INC. Although strike notice was given in this case, the members of the Union did not go on strike with the other steel workers.

CASE NO. 3717. UNITED STEELWORKERS OF AMERICA LOCAL UNION NO. 3029 vs. GARDNER-DENVER COMPANY. Although strike notice was received in this case, there was no interruption of operations during the National Steel Strike.

CASE NO. 3718. UNITED PACKINGHOUSE WORKERS OF AMERICA vs. ARMOUR & COMPANY, SWIFT & COMPANY, CUD-AHY PACKING COMPANY. Notice was regularly received from the Union of the pending strike of Packinghouse Workers. No negotiations were undertaken in Colorado and the file was closed when the national strike was settled.

CASE NO. 3719. PRODUCE DRIVERS, HELPERS & WAREHOUSEMEN LOCAL UNION NO. 452 vs. SEARS ROEBUCK & COMPANY. A dispute arose as to the status of one worker, which dispute was settled after a meeting of the minds between the parties.

CASE NO. 3720. TEAMSTERS UNION LOCAL NO. 146 vs. BURCH WAREHOUSE & TRANSFER CO., SULLY'S TRANSFER & STORAGE CO., K. & B. TRANSFER & STORAGE CO., GOLDSTEIN'S REFRIGERATOR LINE, HALL MOTOR FREIGHT, ACORN STORAGE & TRANSFER CO., GOTTULA TRUCKING & TEAMING CO., WEICKER TRANSFER & STORAGE CO., PUEBLO; WEICKER TRANSFER & STORAGE CO., DENVER. Notice was regularly received of an intent to strike within a statutory 20 days. The Union and the Companies, however, signed a new agreement before an interruption of work occurred.

CASE NO. 3721. AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES vs. ROCKY MOUNTAIN MOTOR CO., THE DENVER CAB CO. This file consists of an agreement reached between the above named parties for operation of the Company's transportation system.

CASE NO. 3722. HOD CARRIERS, BUILDING & COMMON LABORERS UNION NO. 721 vs. COLORADO INSULATING COMPANY. This file consists of information concerning a labor dispute between the principals which was finally ironed out without the intervention of the Industrial Commission.

CASE NO. 3723. PRODUCE DRIVERS, HELPERS & WAREHOUSEMEN LOCAL UNION NO. 452 vs. LINDNER PACKING & PROVISION CO., LOUIS ALTBERGER PACKING CO., PEPPER PACKING CO., K. & B. PACKING CO., SIGMAN MEAT CO., JOE HOFFMAN MEAT CO., DENVER WHOLESALE MEAT CO. Teamsters submitted proposals to the packing plants concerning new contracts for the coming year. These contracts were finally signed without further intervention of the Industrial Commission.

CASE NO. 3724. ASSOCIATION OF COMMUNICATION EQUIPMENT WORKERS LOCAL UNION NO. 37 vs. WESTERN ELECTRIC COMPANY. This case arose through a nation-wide dispute at which the local representatives of both sides were not in a position to effect a settlement. After a strike, a settlement was made by the granting of an 18% wage increase.

CASE NO. 3725. PRODUCE DRIVERS, HELPERS & WAREHOUSEMEN LOCAL UNION NO. 452 vs. RED DOT OIL COMPANY. Teamsters and Red Dot Oil Company negotiated an agreement, information of which is in the file.

CASE NO. 3726. PRODUCE DRIVERS & WAREHOUSEMEN LOCAL UNION NO. 452 vs. BAKER TRUCK RENTAL, INC. Negotia-

tions in this case resulted in a signed agreement without the intervention of the Industrial Commission. We, therefore, closed our file in the case.

CASE NO. 3727. GRANITE CUTTERS INTERNATIONAL ASSOCIATION vs. GRANITE CONTRACTORS. This file consists of information received from the Union as to their part in the adjustments of wages in the several building crafts of this area.

CASE NO. 3728. PRODUCE DRIVERS, HELPERS & WAREHOUSEMEN LOCAL UNION NO. 452 vs. ZOOK TIRE CO. Strike notice was regularly received in anticipation of an election to be conducted by the NLRB. It resulted in an unfavorable decision for the Union; therefore, the whole matter was dropped.

CASE NO. 3729. NATIONAL ASSOCIATION OF TELEPHONE EQUIPMENT WORKERS vs. MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY. Information was received concerning a proposed nation-wide telephone strike to occur February 16, 1946. Further information was received from the Local Union as to the progress of the case, which was finally settled in a national agreement.

CASE NO. 3730. FEDERATION OF LONG LINES TELEPHONE WORKERS vs. AMERICAN TELEPHONE & TELEGRAPH COMPANY. Notice was given of a probable national strike. The case was settled in a national agreement.

CASE NO. 3731. UNITED BRICK & CLAY WORKERS LOCAL UNION NO. 685 vs. DENVER SEWER PIPE & CLAY COMPANY. This case was settled by direct negotiations without the intervention of the Commission.

CASE NO. 3732. PUEBLO PRINTING PRESSMEN & ASSISTANTS LOCAL UNION NO. 163 vs. STAR-JOURNAL. Notice of intent to strike was received from the Union on January 25, 1946. Subsequent negotiations resulted in an agreement which eliminated the strike.

CASE NO. 3733. JOURNEYMEN BARBERS INTERNATIONAL UNION LOCAL UNION NO. 42 vs. UNION BARBER SHOPS, COLORADO SPRINGS. We received notice of negotiations between the above named Union and the shops in Colorado Springs. Having held the case for the statutory time and having received no request for a hearing, the Commission entered an order terminating its jurisdiction.

CASE NO. 3734. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. DENVER ICE & COLD STORAGE, COLORADO ICE & COLD STORAGE COMPANY, CITY ICE COMPANY, BEATRICE CREAMERY COMPANY. The Engineers informed us by letter that negotiations were being opened with the above named firms. Frequent contacts with both employers and the Union indicated that negotiations were proceeding toward a satisfactory settlement.

CASE NO. 3735. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 9 vs. UNION EMPLOYERS. Notice was given by the Union of negotiations with a number of contractors. These negotiations culminated in an agreement that was signed to the satisfaction of all.

CASE NO. 3736. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. DENVER DRY GOODS COMPANY. This file consists of a letter indicating that negotiations were being conducted which we were informed later resulted in an agreement.

CASE NO. 3737. INTERNATIONAL UNION RETAIL, WHOLESALE & DEPARTMENT STORE EMPLOYEES OF AMERICA LOCAL UNION NO. 269 vs. COLORADO MILLING & ELEVATOR COMPANY. A notice was received from this Union concerning negotiations and the possibility of a strike. A strike occurred. Later we were informed by the Union that a satisfactory agreement had been reached. We, therefore, closed our file in the case.

CASE NO. 3738. JOURNEYMEN BARBERS INTERNATIONAL UNION LOCAL UNION NO. 42 vs. WALTER H. THIEMAN, HARRY

KINGSOLVER, AND PIKES PEAK BARBER SHOP, COLORADO SPRINGS. This case is related to case No. 3733. It was charged that an attempt was made to block negotiations by discharging an active Union member. Hearing was held on the case and an order entered which terminated our part in the controversy.

CASE NO. 3739. DENVER PHOTO ENGRAVERS' LOCAL UNION NO. 18 vs. SEELEMAN-EHRET ENGRAVING CO. In this case the Union claimed there was a violation of the contract on the part of the employer. The Union contended that the employer hired four apprentices, although they already had the number of apprentices allowed by the contract. The Union members on reporting to work and finding four new men at the plant, believed they could not go to work without being reprimanded by the Union. Union officials supported them in this contention. The employer contended that the industry was badly under-manned and that he could not take care of the business because of the unfair ratio of apprentices to journeymen and because the Union could not furnish him the number of skilled craftsmen he needed. Attempts of the Industrial Commission to bring the views of both parties into alignment were unavailing. The workmen quickly secured other jobs and the firm carried on with the help they could get. The case was finally closed for lack of prosecution.

CASE NO. 3740. PRODUCE DRIVERS, HELPERS & WAREHOUSEMEN LOCAL UNION NO. 452 vs. JACK CALLAWAY, INC. A strike notice was received from this Union. The strike did not take place because the negotiations resulted in a satisfactory agreement.

CASE NO. 3741. INTERNATIONAL BROOM & WHISK MAKERS vs. NATIONAL BROOM COMPANY. Notice was received of intended negotiations for a new agreement and a request that the Commission waive jurisdiction. It was explained to the Union that the Commission could not waive jurisdiction of a labor dispute in the absence of a settlement or a waiting period. As we received no further request from either the Union or the employer, we closed our file after the statutory time had elapsed.

CASE NO. 3742. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. ADAMS PACKING COMPANY. This file consists of a letter from the Union and our acknowledgment. Later inquiry disclosed that a contract between them had been signed.

CASE NO. 3743. HOD CARRIERS, CONSTRUCTION LABORERS' UNION NO. 720 vs. CITY & COUNTY OF DENVER. A letter was received from the above named Union informing us of the negotiations with the City Administration. Frequent contacts indicated that the dealings were progressing, but slowly. The case was finally settled with a contract, according to our information.

CASE NO. 3744. STREET, ELECTRIC RAILWAY & MOTOR COACH EMPLOYEES OF AMERICA DIVISION NO. 662 vs. SOUTHERN COLORADO POWER COMPANY. This case was conducted in a businesslike manner and the old agreement, with some modifications, was filed with the Industrial Commission.

CASE NO. 3745. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. HORACE W. BENNETT & COMPANY, C. A. JOHNSON, A. S. MILLER, BRAINERD MONTGOMERY, VAN SCHAACK & COMPANY, C. F. COOK. The Union informed us of an intention to negotiate with the above named employers. Several of the employers claimed that the Union was not representative of their employees. No request for a hearing having been received within the statutory time, the Commission closed its file in the case.

CASE NO. 3746. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. COLORADO-WYOMING GAS COMPANY. After negotiations, this case resulted in an agreement, a copy of which is in this file.

CASE NO. 3747. INTERNATIONAL UNION OF MINE, MILL & SMELTER WORKERS vs. AMERICAN SMELTING & REFINING COMPANY. This case concerns the nation-wide strike called by the Union, which lasted some three and one-half months, after which an agreement was signed.

CASE NO. 3748. MILK DRIVERS & DAIRY EMPLOYEES LOCAL UNION NO. 537 vs. GARDEN FARM DAIRY, BEATRICE CREAMERY, CARLSON-FRINK DAIRY, SWIFT ICE CREAM COMPANY, GOLD COIN CREAMERY. Negotiations in this case resulted in an agreement satisfactory to all concerned. A copy of the agreement is on file in this case.

CASE NO. 3749. MILK DRIVERS & DAIRY EMPLOYEES LOCAL UNION NO. 537 vs. GARDEN FARM DAIRY, CITY PARK DAIRY, BEATRICE CREAMERY, STEARNS DAIRY, CARLSON-FRINK DAIRY, SWIFT ICE CREAM COMPANY, COLD COIN CREAMERY, ARVADA DAIRY, SUPREME DAIRY, BROOKRIDGE DAIRY, ALMHURST DAIRY. So far as our information is of record, negotiations in this case were carried on in a businesslike manner and resulted in a signed agreement granting a 12c an hour raise. We, therefore, closed our file in the case.

CASE NO. 3750. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. AMBROSE & COMPANY. A letter was received from the Union concerning an intention to negotiate an agreement with this Company. Subsequently, inquiry indicated that negotiations were suspended by mutual consent. We closed our file in the case after the statutory period had expired.

CASE NO. 3751. AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN vs. LINDNER PACKING & PROVISION COMPANY, LOUIS ALTBERGER PACKING COMPANY, PEPPER PACKING COMPANY, K. & B. PACKING COMPANY, SIGMUND MEAT COMPANY, DENVER WHOLESALE MEAT COMPANY, JETT & STILLMAN MEAT COMPANY. Notice of intention to strike was received. Subsequently, a two day strike did occur in one of the plants. The law had been observed and there being no request for a hearing, the file was closed before an agreement was signed.

CASE NO. 3752. HOD CARRIERS, BUILDING & COMMON LABORERS vs. LOWDERMILK BROTHERS. This case concerns wage rates to be paid on a proposed building undertaken by the United States Government. No request for a hearing was received and notice was given us for our information only.

CASE NO. 3753. OFFICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 5 vs. SAFEWAY STORES, INC. This case consists of a letter dated February 21, 1946, informing us of negotiations undertaken between this Union and the employer. Subsequent investigation indicated that a settlement was a long time in coming. On May 14, 1946, we received a formal strike notice. However, before the effective date of the strike, a satisfactory agreement was signed by the parties concerned.

CASE NO. 3754. UNITED BRICK & CLAY WORKERS LOCAL UNION NO. 643, PUEBLO vs. STANDARD FIRE BRICK COMPANY. A notice was received of an intention of opening negotiations asking a new wage scale. No request for a hearing having been received, the Commission closed its file in the case, after the statutory time had elapsed.

CASE NO. 3755. HOD CARRIERS & BUILDING LABORERS vs. DENVER GENERAL CONTRACTORS ASSOCIATION, ALLIED CONTRACTORS ASSOCIATION. This case consists of several letters and other papers concerning new wage scales for members of the above named Union. Considerable opposition was expressed by the employers and the matter was taken over by the Conciliation Service of the Department of Labor. We closed our file in the case after holding it a sufficient time to have been of assistance had either party considered we could be.

CASE NO. 3756. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 33 vs. EMPLOYING PLANTS. This file consists of a letter stating that Local No. 33 took a vote at their meeting concerning an increase in the scale of wages. No employers were designated. No further word was received from the Union. We, therefore, closed our file in the case, after holding it the necessary time.

CASE NO. 3757. BAKERY DRIVERS & SALESMEN LOCAL UNION NO. 219 vs. UNION BAKERIES OF DENVER. Negotiations between the Union and the employers in this case were carried on in a businesslike manner, but with considerable hesitation on the part of both because of the precarious condition of the industry.

CASE NO. 3758. CLEANERS, PRESSERS, DYEHOUSE WORKERS & DRIVERS LOCAL UNION NO. 219 vs. DRY CLEANERS OF DENVER. Notice was filed with the Commission by the above Union stating that it was attempting to negotiate a contract with the dry cleaner shops of Denver and that in the event of a disagreement, a strike would be called. The strike was called and the requirements of the Colorado laws were met. After a strike of two months, a majority of the shops signed satisfactory agreements with the Union.

CASE NO. 3759. LEAD AND ZINC PROCESS WORKERS UNION NO. 23879 vs. EMPIRE ZINC DIVISION OF NEW JERSEY ZINC CO. A letter was received from representatives of the above named Union asking the Industrial Commission to waive jurisdiction. It was explained to the writer that the Commission was not authorized to waive jurisdiction in a dispute until it has had an opportunity to compose the differences. The subsequent contacts with the situation led the Commission to believe that no strike occurred and no changes were made.

CASE NO. 3760. SIGN AND PICTORIAL PAINTERS LOCAL UNION NO. 1045 vs. SIGN CONTRACTORS OF DENVER. This case was negotiated by the Union and the employers. A satisfactory settlement was reached without the aid of the Commission.

CASE NO. 3761. DENVER PRINTING PRESSMEN AND ASSISTANTS LOCAL UNION NO. 40 vs. EMPLOYING PRINTERS OF DENVER. This case was regularly filed and a contract was signed after one negotiating meeting.

CASE NO. 3762. DELIVERY AND TAXI CAB DRIVERS AND HELPERS LOCAL UNION NO. 435 vs. WESTERN FELDSPAR MILLING COMPANY. This file consists of a letter informing us of a request for a raise in wages and a change in working conditions. A settlement was made promptly and no hearing was necessary.

CASE NO. 3763. MILK DRIVERS & DAIRY EMPLOYEES LOCAL UNION NO. 537 vs. THE DENVER MILK PRODUCERS, INC., PIGGLY WIGGLY, AUSTIN BROTHERS, BORGMANN BROTHERS. This case was filed in the District Court without an intervention of the Commission. A decision was rendered by Judge Walsh, which held certain parts of the Labor Peace Act unconstitutional. This file was made to contain papers concerning the whole matter.

CASE NO. 3764. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. ARMOUR & COMPANY. We received a letter from the Union representative stating that negotiations with this firm were contemplated. Subsequent contacts indicated that meetings were delayed through unavoidable absence. There was, however, no controversy which needed the intervention of the Commission.

CASE NO. 3765. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. WALTERS BREWERY COMPANY, CRYSTAL BOTTLING WORKS. A letter was received from the Union informing us of intended negotiations with the above named employers. No request was made for our intervention.

CASE NO. 3766. PRODUCE DRIVERS, HELPERS AND WAREHOUSEMEN LOCAL UNION NO. 452 vs. DENVER ICE AND COLD STORAGE COMPANY, COLORADO ICE & COLD STORAGE COM-

PANY, BEATRICE CREAMERY COMPANY. Notice to strike was received and acknowledged by us, but the negotiations resulted in an agreement before that action was taken.

CASE NO. 3767. CARPENTERS AND JOINERS OF AMERICA LOCAL UNION NO. 515 vs. UNION CONTRACTORS OF COLORADO SPRINGS. A letter was received from this Local which contained very little information. Efforts to enlarge that information were unsuccessful. The case was therefore closed for lack of prosecution.

CASE NO. 3768. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. IMPERIAL DYERS & CLEANERS, DEPENDABLE CLEANERS, NEW METHOD CLEANERS AND DYERS, WHITE HOUSE CLEANERS, BODEFELT CLEANERS & DYERS, INLAND PAPER BOX CO. The Union in this case went on a sympathy strike with the cleaners and dyers and returned to work when the cleaners' strike was settled.

CASE NO. 3769. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. MIDLAND SAVINGS BUILDING AGENCY. A letter was received from the Union representative informing us that the above named employers had been notified of an intention to negotiate an agreement with them. Nothing further was heard in the case.

CASE NO. 3770. INTERNATIONAL UNION OF OPERATING ENGINEERS NO. 1 vs. ORIENTAL REFINING COMPANY. This file consists of a letter from the Union purporting to be a legal strike notice. It also contains letters in reply setting forth the particulars in which the original letter lacks the legal requirements of the strike notice. No request was made to hear the case.

CASE NO. 3771. UNITED RUBBER WORKERS vs. GATES RUBBER COMPANY. Notice was regularly filed that a strike was intended in this case in the event an agreement was not reached. Fortunately, an agreement was reached before a strike was called.

CASE NO. 3772. AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN vs. SAFEWAY STORES, INC., LOETCHER BROTHERS MARKET, BEN HAMILTON, BOYS' MARKET, STEVENS FOOD STORES, CUT-A-CORNER MEAT, ARAPAHOE FOOD, GEORGE HYDE, JOHNSON'S GROCERY & MARKET. Negotiations in this case were carried on without the intervention of the Commission. Contacts from time to time indicated that progress was being made and at the end of the statutory period, the Commission entered an order terminating jurisdiction.

CASE NO. 3773. RETAIL GROCERY CLERKS LOCAL UNION NO. 7 vs. MILLER GROCETERIA CO. Notice was received from the Union informing us that negotiations were in progress as a result of an NLRB election naming Local No. 7 as the bargaining agent. Later investigation disclosed that a satisfactory contract had been signed.

CASE NO. 3774. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 877 vs. ART NEON CO., GORDON SIGN CO., ADVANCE NEON SIGN CO., MORTON NEON CO., NEON GLASS & SIGN CO., JOHNSON SIGN & SUPPLY CO., ELECTRICAL PRODUCTS CONSOLIDATED, ALDEN SIGN CO. We received a letter from the Union to comply with the Colorado laws concerning a notice of a labor dispute. Later the Union went on strike without soliciting the services of the Commission, nor was the intervention of the Commission asked during the strike. We, therefore, closed our file in the case.

CASE NO. 3775. INTERNATIONAL UNION OF OPERATING ENGINEERS L. U. NO. 1 vs. DENVER TRAMWAY CO. This case consists of a letter from the Union advising us that it had notified the employer it wished to re-negotiate the contract. Settlement was delayed pending settlement of the carmen's contract.

CASE NO. 3776. BAKERY & CONFECTIONERY WORKERS L. U. NO. 26 vs. DENVER UNION BAKERIES. This file consists of a

satisfactory notice of a labor dispute, which was subsequently settled by the parties involved without the intervention of a third party.

CASE NO. 3777. INTERNATIONAL BROTHERHOOD OF BOOK-BINDERS LOCAL UNION NO. 29-58 vs. EMPLOYING PRINTERS OF DENVER. This matter was regularly brought to our attention by notices filed. A hearing was set, upon the solicitation of the Union. Instead of a formal hearing, the Commission, with the agreement of all parties concerned, appointed a referee to hear the contentions of the employers and employees. After one week's bargaining, the referee recommended an agreement which was adopted and signed by all parties concerned.

CASE NO. 3778. OFFICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 5 vs. TRADE UNION OFFICES. We were informed by the Union that it had requested a number of Unions employing their members to make certain changes in the hours and working conditions, which was subsequently done.

CASE NO. 3779. STREET ELECTRIC RAILWAY & MOTOR COACH EMPLOYEES OF AMERICA, DIVISION 1001 vs. DENVER TRAMWAY COMPANY. Settlement was made in this case without the intervention of any third party. The papers concerning the case were regularly filed in good order.

CASE NO. 3780. INTERNATIONAL ALLIANCE BILL POSTERS & BILLERS LOCAL UNION NO. 59 vs. GENERAL OUTDOOR ADVERTISING CO. This file consists of a notice of negotiation and a letter from the plaintiffs stating that a satisfactory agreement had been reached.

CASE NO. 3781. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. GARDEN FARMS DAIRY. The conclusion of this case was decided on result of negotiations carried on by other workers in the same employ. That this case would be settled when the other case was concluded, was a foregone conclusion.

CASE NO. 3782. AMERICAN FEDERATION OF RADIO ARTISTS vs. EUGENE P. O'FALLON, INC. The Union in this case submitted a proposed contract, which was later agreed to by all parties without substantial change.

CASE NO. 3783. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. MERCHANTS BISCUIT COMPANY. The outcome of the engineers' negotiations was dependent on the outcome of the production workers in the same employment; therefore, there was no necessity for the intervention of the Industrial Commission.

CASE NO. 3784. MILK DRIVERS AND DAIRY EMPLOYEES LOCAL UNION NO. 537 vs. PURITY CREAMERY CO. Notice was given of a proposed change in the contract existing between these principals and a new contract was signed shortly after the negotiations began.

CASE NO. 3785. MILK DRIVERS AND DAIRY EMPLOYEES LOCAL UNION NO. 537 vs. DAIRY GOLD CREAMERY CO., Fort Collins. Negotiations in this case were extended because of the inability of the negotiators to meet at convenient times. There was, however, no serious dispute that would require our intervention. We, therefore, terminated our jurisdiction in it after the statutory time.

CASE NO. 3786. DELIVERY & TAXI CAB DRIVERS LOCAL UNION NO. 435 vs. BUTLER PAPER CO., CARPENTER PAPER CO., DIXON & CO., PLOTKIN BROS., HARRY H. POST. The Teamsters in this case signed new contracts with these employers which were agreeable to all concerned. We, therefore, closed our file in the case.

CASE NO. 3787. DRAINLAYERS & PIPE LAYERS vs. EMPLOYERS. This file consists of a copy of a decision by the Wage Adjustment Board, which sets forth the new rates for drainlayers.

CASE NO. 3788. MOLDERS & FOUNDRY WORKERS LOCAL UNION NO. 188 vs. THE C. S. CARD IRON WORKS, THE MIDWEST

IRON FOUNDRY, THE WESTERN IRON FOUNDRY. Our information in this case is fragmentary, but the last item indicates that satisfactory agreements have been signed by all parties concerned.

CASE NO. 3789. DENVER PAPER BOX WORKERS LOCAL UNION NO. 431 vs. INLAND PAPER BOX CO. Notice was received from the Pressmen's Union concerning paper box makers. Subsequent investigation indicates that this company signed contracts at the same time with these workers and with the teamsters and engineers. We therefore closed our file in the case.

CASE NO. 3790. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. FORBUSH ICE CO. A letter from the Union representative indicated an intention to open this contract for negotiation. Later information given us indicated that the contract had been signed.

CASE NO. 3791. INTERNATIONAL UNION OF OPERATING ENGINEERS vs. MOUNTAIN ICE CO. The negotiations and outcome of this case showed the same pattern as No. 3790.

CASE NO. 3792. EMPLOYEES vs. GOLDEN CYCLE CORPORATION, LIME DIVISION. This file consists of a notice from the employer of certain changes in wages for the workers in this plant. The changes were upward and the Commission having assured itself that proper notice had been given and there being no objection on the part of the employees to the raise in wages, the Commission closed its file after holding it the statutory time.

CASE NO. 3793. BAKERY DRIVERS & SALESMEN'S UNION NO. 219 vs. MERCHANTS BISCUIT CO. No help was requested in this case; therefore, the file consists of the technical observation of the law.

CASE NO. 3794. TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL UNION NO. 452 vs. MIDWEST BEAN CO. This file consists of a letter stating that a new contract was desired by the Union. We acknowledged the letter. No help was needed in reaching an agreement.

CASE NO. 3795. TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 452 vs. J. A. SHAROFF & COMPANY. Notice was given of intended change in a contract and an agreement was reached in due time.

CASE NO. 3796. MOULDERS & FOUNDRY WORKERS LOCAL UNION NO. 188 vs. HOSEK MANUFACTURING-OVERLAND CO. Complaint was received from the Union that the employer in this case was violating the contract between them. Investigation indicated that more evidence of the violation was needed. The case was closed for lack of prosecution.

CASE NO. 3797. PAINTERS, DECORATORS & PAPERHANGERS LOCAL UNION NO. 171 vs. COLORADO SPRINGS MASTER PAINTERS. Notice was received of a new scale proposed by the Union. The proposition was presented to the Wage Adjustment Board and we thereupon withdrew from the case.

CASE NO. 3798. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. CAROTHERS & CLARK. A letter was received from the Union stating that it was the intention to negotiate with this firm. Later investigation disclosed that the contract was signed.

CASE NO. 3799. INTERNATIONAL UNION OPERATING ENGINEERS LOCAL UNION NO. 1 vs. CENTRAL STATES ELECTRIC CO., STERLING. A letter indicated intention to negotiate. An agreement was reached later.

CASE NO. 3800. MILK DRIVERS & DAIRY EMPLOYEES LOCAL UNION NO. 537 vs. COLORADO CONDENSED MILK CO. Notice was received from this Union of an intention to negotiate a new agreement. Our services were not solicited.

CASE NO. 3801. COLORADO SPRINGS TYPOGRAPHICAL UNION NO. 82 vs. COLORADO SPRINGS JOB PRINTERS. Notice was received from this Union informing us of negotiations with the employers. Later investigation indicated that a satisfactory agreement had been reached.

CASE NO. 3802. INTERNATIONAL ASSOCIATION OF MACHINISTS vs. BROADMOOR HOTEL GARAGE. Regular notice was received from the Union of a dispute which was later taken to the Conciliation Service. We thereupon terminated our jurisdiction in the case. A strike was called later and our intervention was solicited to enforce the laws concerning strikes.

CASE NO. 3803. UNITED PACKINGHOUSE WORKERS OF AMERICA vs. COLORADO ANIMAL BY-PRODUCTS CO. This file consists of a notice of an intention to strike in the event an agreement could not be reached. Our help in reaching that agreement has not been solicited.

CASE NO. 3804. DELIVERY, TAXICAB DRIVERS, AND HELPERS LOCAL UNION NO. 435 vs. ROCKY MOUNTAIN MOTORWAY CO. Negotiations between this Union and this company resulted in a satisfactory agreement without the intervention of the Industrial Commission.

CASE NO. 3805. DELIVERY, TAXICAB DRIVERS AND HELPERS UNION NO. 435 vs. E. & E. DELIVERY SERVICE. Notice was received of a dispute concerning a new contract which later was settled between the parties concerned.

CASE NO. 3806. CARPENTERS & JOINERS LOCAL UNION NO. 1637, LA JUNTA vs. LA JUNTA CONTRACTORS. This file consists of a letter requesting blanks to make a wage increase. No reply to our letter, in return, was received.

CASE NO. 3807. BISCUIT AND CRACKER WORKERS LOCAL UNION NO. 240 vs. MERCHANTS BISCUIT CO. Notice of strike was received from the biscuit makers concerning a dispute which was later settled without our intervention.

CASE NO. 3808. INTERNATIONAL UNION OF RETAIL, WHOLESALE & DEPARTMENT STORE EMPLOYEES OF AMERICA, C.I.O. vs. SILVER STATE LAUNDRY. Notice was regularly received from the Union concerning intended negotiations with this company. Our later information revealed that the negotiations were broken down. Upon request of the Union, the Commission prepared to hold an election to determine the bargaining agent. The Company refused to reveal the books to the Commission's investigator. The Company was thereupon ordered to produce the books to the Commission's office. Attorneys for the company further declined to obey the order and sought relief in the District Court. It has not been acted upon at the time of this writing.

CASE NO. 3809. CHAUFFEURS, WAREHOUSEMEN & HELPERS UNION NO. 146 vs. BEATRICE CREAMERY, MOUNTAIN ICE & COAL CO., SAN ISABEL DAIRY. A letter was received which was considered by the Commission as insufficient for a strike notice, as it was intended to be. We were not solicited to intervene in the case; we, therefore, closed our file in the case at the end of 30 days.

CASE NO. 3810. CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 943 vs. PIKES PEAK FUEL OF GOLDEN CYCLE CORPORATION. This file consists of a letter concerning the Union's intention to organize the employees of the Pikes Peak Fuel Company. It evidently was intended as a strike notice, but the Commission rejected it as such. Our explanation of the requirements of the law remained unanswered. We, therefore, closed our file in the case.

CASE NO. 3811. CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 943 vs. ALLEN COMMISSION CO., JOSLYN FRUIT CO., J. R. MARKS, STEVENSON PRODUCE CO., J. R. TAGGART. The teamsters informed us that they were conducting an organ-

izing campaign and wished to give us the 20-day strike notice. The Commission explained that a bargaining unit would have to be determined and negotiations undertaken before a strike notice would be legal.

CASE NO. 3812. CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 943 vs. CITY TRANSFER CO., COWAN TRANSFER CO., McNICOLL WAREHOUSE & STORAGE CO. This case is a companion case to No. 3811. The requirements of the law were explained. No further word was received. We, therefore, closed the case for non-compliance with the law.

CASE NO. 3813. CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 943 vs. YELLOW CAB TAXI CO. The teamsters in this case undertook negotiations with this company, which resulted in a satisfactory agreement being signed.

CASE NO. 3814. CARPENTERS & JOINERS OF AMERICA LOCAL UNION NO. 515 vs. COLORADO SPRINGS CONTRACTORS. Notice was regularly filed of demands for an increase in pay. The negotiations were undertaken with the various contractors and the case was closed at the end of the statutory time.

CASE NO. 3815. TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL UNION NO. 452 vs. ELLIS CANNING CO. Notice was received concerning the dispute about a new contract with this firm. Neither party at the dispute required our assistance. The case was therefore regularly closed.

CASE NO. 3816. TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL UNION NO. 452 vs. DENVER DRY GOODS COMPANY. A Letter concerning negotiations with this firm was received. Negotiations brought an agreement without stoppage of work.

CASE NO. 3817. MEAT CUTTERS AND BUTCHER WORKMEN vs. J. A. SHAROFF EGG COMPANY. This file consists of a letter from the Union informing us of a possible stoppage of work as a result of a dispute concerning the contract. The matter was settled without our intervention.

CASE NO. 3818. HOD CARRIERS, BUILDING & COMMON LABORERS NO. 720 vs. COLORADO DUNTILE PRODUCTS COMPANY. Notice was received from the Union of negotiations with this company. Our intervention was not asked for; therefore, the file was closed in regular order.

CASE NO. 3819. HOD CARRIERS, CONSTRUCTION LABORERS UNION LOCAL NO. 720 vs. CINDER CONCRETE PRODUCTS CO. Notice was received of a possible strike because of a dispute. Nothing further was heard of the matter; therefore, the Commission had no choice but to close the case.

CASE NO. 3820. WAITERS & WAITRESSES UNION vs. UNION SHOPS. This file consists of a copy of the agreement in effect between the Union and union shops that was made for record only.

CASE NO. 3821. CARPENTERS AND JOINERS LOCAL UNION NO. 1583 vs. THOMPSON FIXTURE CO., WILLIAMS CABINET & FIXTURE CO., HARRY STEIN, ACE FIXTURE CO., HENRY CABINET CO., ARTKRAFT FURNITURE & FIXTURE CO., LUDWIG & PATTERSON CO., HAMILTON BROS. CABINET SHOP, CAPITOL FIXTURE & SUPPLY CO., MODERN FIXTURE CO., AMERICAN FIXTURE CO., BEHRENS FIXTURE CO., MEILINGER FIXTURE CO., CHAS. MACKENZIE & SON, BLANCHE MILLWORK & FIXTURE CO. Notice was received in good order concerning negotiations with the employers of Local No. 1583. An agreement was reached, according to our information.

CASE NO. 3822. UNITED BRICK & CLAY WORKERS NO. 925 vs. DIAMOND FIRE BRICK CO., CANON CITY. A letter was received which contained a copy of a notice sent by the Union to the employer. Nothing further was heard of the case. It was, therefore, closed for lack of prosecution.

CASE NO. 3823. RETAIL CLERKS UNION LOCAL UNION NO. 454 vs. MAY DEPARTMENT STORES CO. A letter was received from the Union which contained a copy of a letter sent to the employer soliciting the opening of negotiations for a new agreement. No action being requested, we regularly filed the information.

CASE NO. 3824. INTERNATIONAL UNION OF OPERATING ENGINEERS vs. COLORADO ANIMAL BY-PRODUCTS CO., LEE SOAP CO. A letter was received advising us of intended negotiations with these employers. There being no other action indicated, the file was closed.

CASE NO. 3825. DELIVERY & TAXI CAB DRIVERS & HELPERS UNION NO. 435 vs. ROCKY MOUNTAIN MOTORWAY CO. Notice was received concerning negotiations about a new contract, which with modifications, was satisfactorily concluded.

CASE NO. 3826. CARPENTERS & JOINERS LOCAL NO. 1351, LEADVILLE vs. EMPLOYERS. This file was made, although the letter received was intended for the Wage Adjustment Board. When this information reached us, we sent the letter to that office and closed the file.

CASE NO. 3827. BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 12, PUEBLO vs. CITY ELECTRIC & REFRIGERATION CO., ENTERPRISE ELECTRIC CO., KYLE ELECTRIC CO., McNEILL ELECTRIC CO., SHOMAKER ELECTRIC CO., RHEUFF ELECTRIC CO. This dispute arose through the alleged action of Union members stopping work in unison to attend a convention. The dispute was later taken to the Conciliation Service of the USDL, where it became a moot question before the decision was reached.

CASE NO. 3828. INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL IRON WORKERS LOCAL UNION NO. 24 vs. MIDWEST STEEL & IRON WORKS, DENVER STEEL & IRON WORKS. Notice was given us of an agreement that had been reached between the parties concerned so that it will be a matter of record in our office.

CASE NO. 3829. CHAUFFEURS, WAREHOUSEMEN & HELPERS UNION NO. 146 vs. FOUNTAIN SAND & GRAVEL CO. A demand for a change in contract was made on June 12, 1946. Further inquiries revealed that negotiations were progressing.

CASE NO. 3830. MEAT CUTTERS AND BUTCHER WORKMEN vs. BRENTWOOD EGG CO. Negotiations in this case covered considerable time and we closed our file in the case after 30 days had elapsed, having received no invitation to intervene.

CASE NO. 3831. SOUTH DENVER CLEANERS vs. CLEANERS, PRESSERS, DYEHOUSE WORKERS & DRIVERS LOCAL UNION NO. 219. This complaint was brought by the employer, who claimed that he was being sand-bagged into signing a contract with the Union. Investigation disclosed that the matter seemed to be a clash of personalities, and a change of personnel facilitated the negotiations to a satisfactory conclusion.

CASE NO. 3832. PRINTING PRESSMEN AND ASSISTANTS UNION, COLORADO SPRINGS vs. GAZETTE & TELEGRAPH CO., OUTWEST PRINTING & STATIONERY CO., PROMPT PRINTERY, DEMOCRAT PUBLISHING CO., GOWDY-PRINTCRAFT PRESS, COLORADO SPRINGS INDEPENDENT, H. & H. PRINTING CO. This file consists of a notice of an intention to negotiate between the pressmen and employers. No insurmountable differences presented themselves in the negotiations.

CASE NO. 3833. CATHERINE MAHLER, EMPLOYEE, vs. SILVER STATE LAUNDRY, EMPLOYER. This file consists of a complaint by the employee against the employer. The charge was one of discrimination. An extensive hearing was held before a referee of the Industrial Commission and when all the evidence was in, a decision was rendered. The Commission found no grounds for the complaint.

CASE NO. 3834. BAKERY DRIVERS & SALESMEN LOCAL UNION NO. 219 vs. KRAFT CHEESE CO. This is a notice of an intended change in working conditions. Negotiations were prolonged because of the necessity to contact the home office of the employer, which is out of the State. Negotiations, however, during the 30 days in which we held the case were on a friendly and businesslike basis.

CASE NO. 3835. BAKERY DRIVERS & SALESMEN LOCAL UNION NO. 219 vs. ANHEUSER-BUSCH, INC. Negotiations between these principals were carried on in good faith and sincerity as revealed by our investigation. A satisfactory conclusion was the result.

CASE NO. 3836. BAKERY DRIVERS & SALESMEN LOCAL UNION NO. 219 vs. RED STAR YEAST & PRODUCTS CO. Notice was received of negotiations which according to our information were successfully concluded in due time.

CASE NO. 3837. BAKERY DRIVERS & SALESMEN LOCAL UNION NO. 219 vs. STANDARD BRANDS. This case was settled after prolonged negotiations necessitated by the fact that final approval had to be secured from out of the State.

CASE NO. 3838. THE GOLDEN CYCLE CORP., CRESSON CONSOLIDATED GOLD MINING CO., UNITED GOLD MINES CO., DR. JACK POT MINING CO., EMPIRE LEE MINING CO., LE CLAIR CONSOLIDATED MINES CO., THE ELKTON CO. vs. MILL EMPLOYEES. This case consists of a notice that the employer was going to raise the wages of certain of his employees and a schedule of such rates. There being no protest from the employees in the statutory time, the Commission closed its file in the case.

CASE NO. 3839. INTERNATIONAL UNION OF OPERATING ENGINEERS vs. GREELEY ICE & COLD STORAGE CO. This file consists of a letter of intended negotiations. The case was closed in 30 days for lack of prosecution.

CASE NO. 3840. MARY SANDOVAL, EMPLOYEE, vs. SILVER STATE LAUNDRY, EMPLOYER. Complaint was made that the Silver State Laundry discriminated against Mary Sandoval because of her Union affiliations. An exhaustive hearing was held by a referee of the Commission, after which he arrived at the conclusion that no case of discrimination was proved and the Commission upheld his findings.

CASE NO. 3841. COLORADO STATE COUNCIL OF CARPENTERS LOCAL UNION NO. 1173 vs. BUILDING CONTRACTORS OF TRINIDAD. This case was settled by a mutual agreement between the parties concerned and a copy of the contract is on file.

CASE NO. 3842. DENVER STEREOTYPERS, ELECTROTYPERS LOCAL UNION NO. 13 vs. POST PUBLISHING CO., DENVER PUBLISHING CO., DENVER CATHOLIC REGISTER, WESTERN NEWSPAPER UNION, MONITOR PUBLICATIONS, RICHARD O. BOLDT CO., SMITH-BROOKS PRINTING CO. Notice was received of intended negotiations which were unavoidably delayed so that no conclusion has been reached at the time of this writing.

CASE NO. 3843. BRIDGE, STRUCTURAL & ORNAMENTAL IRON WORKERS LOCAL UNION NO. 507 vs. COLORADO BUILDERS SUPPLY CO. A satisfactory agreement was reached in this case after businesslike negotiations.

CASE NO. 3844. TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL UNION NO. 452 vs. GREELEY ICE & COLD STORAGE CO. Notice was received of negotiations between these parties. The case was closed when a satisfactory settlement was reached.

CASE NO. 3845. PIKES VIEW MINE, GOLDEN CYCLE CORPORATION, vs. EMPLOYEES OF PIKES VIEW MINE. This file consists of a notice of an increase in wages at this mine. No objection was received protesting the change; we, therefore, closed the file at the end of the statutory time.

CASE NO. 3846. THE COLORADO SPRINGS CO. vs. EMPLOYEES OF CITY COAL MINES. This file consists of a notice of an increase in wages and the proposed schedule. The case was closed when no protest was received.

CASE NO. 3847. HOD CARRIERS, BUILDING & COMMON LABORERS LOCAL UNION NO. 578 vs. CONTRACTORS. Notice was received of intended negotiations for an increase in pay. The matter was settled by the Wage Adjustment Board.

CASE NO. 3848. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. ALBANY HOTEL. A letter was received informing us of intended negotiations. The case was pending at the time of this writing.

CASE NO. 3849. INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 1 vs. ACME OVERALL SUPPLY CO. A letter was received concerning negotiations with this Company. At the time of writing no settlement was reached but no stoppage was anticipated.

CASE NO. 3850. BUILDING SERVICE EMPLOYEES LOCAL UNION NO. 127 vs. BROADMOOR HOTEL, Colorado Springs. This case consists of copies of letters soliciting negotiations and a copy of the proposed agreement. Subsequent investigation revealed no further information in the matter.

CASE NO. 3851. DELIVERY & TAXICAB DRIVERS LOCAL UNION NO. 435 vs. LEE SOAP CO. This case was settled after friendly negotiations.

CASE NO. 3852. CLEANERS & DYEHOUSE WORKERS LOCAL UNION NO. 304 vs. RAILROAD OVERALL LAUNDRY, ACME OVERALL SUPPLY CO. This file in this case indicates that negotiations are continuing with no anticipation of insurmountable obstructions to a settlement.

CASE NO. 3853. DENVER NEWSPAPER PRESSMEN'S UNION LOCAL NO. 22 vs. DENVER POST, ROCKY MOUNTAIN NEWS, MONITOR, WESTERN FARM LIFE, CATHOLIC REGISTER. Negotiations are now underway in this case.

SAFETY DEPARTMENT

Following the regular policy of the Industrial Commission of Colorado to provide continuing safety stimuli to the industrial organizations of the State, as provided for under Chapter 241 of the Workmen's Compensation Act, the following activities have been extended.

This report covers a portion of the time while we were still at war and a considerable part of the time of the Director of the Safety Department was spent in co-operation with the State's industrial companies engaged in the manufacture of war supplies, as well as direct services to the U. S. Engineers and the military fields in the Denver area during that period. Our assistance consisted of lectures, the organization of safety committees, the use of our industrial safety films and equipment, and use of our accident prevention literature. In return the military personnel, many of whom are outstanding in their particular field of safety, gave of their time and talents to our general promotions so that the civilian portion of our firms might have the advantage of learning of the safety advancements made by the various military units and directors.

Since the Department began to function, with its modest beginning in 1940, the outstanding events were the Annual Statewide Accident Prevention and First Aid Meetings. Transportation was a serious handicap for many who lived in the far corners of the State and yet our registration list shows that not only in the State but interested safety officials from Washington, D. C., and as far in the opposite direction as California sent representatives to hear and take part in the discussion.

The subject material for the 6th Annual Meeting held August 3-4, 1945 was as follows:

ROUND TABLE DISCUSSION

Transportation, Delivery and Traffic Safety
DAVID WALKER, Moderator

- A. VEHICLE MAINTENANCE
Carl E. Garrett, Colorado Plant Employment Supervisor
Mountain States Telephone & Telegraph Co.
- B. DRIVERS TESTING EQUIPMENT
Harry L. Highland, District Safety Engineer
U. S. Army Engineers
- C. COMMON CARRIERS AND DRIVING TRAINING
E. Robert Baker, Executive Secretary and Treasurer
Colorado Motor Carriers Association
- D. URBAN SAFETY
Capt. Henry Durkop, Safety Engineer
Denver Police Traffic Department
- E. RURAL SAFETY
Capt. Vernon W. Drain, Chief
Colorado State Patrol

F. TRAFFIC AND PEDESTRIAN SAFETY IN SCHOOLS

Willard N. Griem, Director Health and Education
Denver Public Schools

G. OVER THE ROAD SAFETY

R. R. Keighly, Representing Teamsters Union No. 17
American Federation of Labor

H. MILTON BOWMAN MOTION PICTURE ON EYE PROTECTION

Courtesy of the United States Department of Labor

ROUND TABLE DISCUSSION

Looking Ahead at Industrial Safety

Moderator—Part One and Part Two

E. G. MARTIN, Safety Engineer
Public Service Company of Colorado

Co-ordinator—Part One

CAPT. THOMAS E. SEARS, JR., Safety Supervisor
Rocky Mountain Arsenal

Co-ordinator—Part Two

CAPT. AUGUST T. ROSANNO, U. S. Public Health Service, at
present assigned to the State Department of Health and Hygiene

PART ONE

SUPERVISION

A. ENGINEERING REVISION

1. Large Plants

A. H. ZEILINGER, Safety Director
Colorado Fuel & Iron Corp., Pueblo, Colorado

2. Smaller Plants

CARL E. ROWLAND, Shop Superintendent
Hathaway Instrument Company

3. Public Interest

THOMAS ALLEN, Director
State Coal Mine Inspection Bureau
HERMAN J. ATENCIO, Chief Factory Inspector
Industrial Commission of Colorado

B. TRAINING

1. Training in Industry

CHARLES B. AVERY, Personnel Director
Shwayder Brothers, Inc.

2. Training in Schools

WILFRED J. LOEFFLER, Asst. Principal, in charge of
summer activities
Opportunity School

3. Veteran Rehabilitation

JOSEPH J. JANKOVSKY, Representative for Colorado
Veterans Employment Service

4. Organized Labor

GEORGE W. BRAYFIELD, President
State Federation of Labor

C. PERSONNEL ADJUSTMENT

1. Management's Viewpoint
W. E. JONES, Safety Director
Climax Molybdenum Company
2. Organized Labor's Viewpoint
MICHAEL LIVODA, Sub-Regional Director
Congress of Industrial Organization
3. Workman's Viewpoint
ED EDQUIST, Foreman
General Iron Works

D. DISCIPLINE

1. Supervision's Viewpoint
CARL LUCKING, Supervisor
Gardner-Denver Company
2. Organized Labor's Viewpoint
O. F. NIGRO, Secretary District No. 15
United Mine Workers of America
3. Workman's Viewpoint
T. LOGAN WOGGONER, Electrical Distributions Operations
Public Service Company of Colorado

PART TWO

HEALTH AND HYGIENE

A. Management's Responsibility

1. Management
EARL RINKER, Personnel Director
Gates Rubber Company
2. Labor
MICHAEL LIVODA, Sub-Regional Director
C. I. O.
3. Industrial Nurses
STELLA CARPENTER, President Industrial Nurses Assn.
Modification Center
4. Medical Profession
MAJOR LEWIS BARBATO
Fitzsimons General Hospital

B. WORKMEN'S RESPONSIBILITY

1. Management's Viewpoint
GEORGE E. SIENER, Director of Safety
Denver Junior Chamber of Commerce
2. Workmen's Viewpoint
EDWARD LEONARD, Shop Superintendent
Heckethorn Manufacturing Co.
3. Industrial Nurses' Viewpoint
EDITH NORMAN HOLM, Industrial Nurse
Public Service Company of Colorado
4. Industrial Doctors' View
DR. LOUIS V. SAMS
Remington Arms Company, Inc.

C. PUBLIC'S PARTICIPATION

1. Federal and State Viewpoint
CAPT. AUGUST T. ROSSANO, U. S. Public Health Service,
at present assigned to the State Department of Health and
Hygiene
2. Colorado Occupational Disease Law
A. E. ZARLENGO, Referee
Industrial Commission of Colorado
3. Policy of City of Denver
WALTER M. SCOTT
Chief Health Inspector
4. Citizen's Viewpoint
MRS. ABEL DAVIS
Housewife, Denver
5. Audience Participation

D. SUMMARY

The principal banquet guests who spoke on safety and current trends were:

A. N. Wold, N.C.C.M.W.I., Omaha, Nebraska

Mrs. Harry E. Bellamy, representing the American Red Cross
Lt. Col. Harold C. Thompson

One Major General, two Brigadier Generals, four Colonels, three Lt. Colonels and one Captain were guests of honor.

Trophies and War Savings stamps were presented to the winning teams and fifteen industrial companies of the State, who had successfully reduced their accident Frequency and/or Severity Rates to, or below national averages, were awarded large safety kits.

Only one annual meeting is listed in this report, as the 1944 meeting was reported in the previous biennium.

The Executive Committee for this annual meeting, including representatives of all the major military fields and organizations in the Denver Area as well as safety leaders in the State, totaled 67 people. Printed proceedings of the meeting were placed in the hands of the leading industrial organizations of the State, additional copies being furnished on request to the Library of Congress, the U. S. Department of Labor, the National Safety Council, Harvard University and several other outstanding universities.

Four thousand safety posters were distributed to industrial companies in the State.

Our film library and equipment was used before 67 audiences representing approximately 11,000 people.

Technical pamphlets, imprinted "Industrial Commission of Colorado" from National Safety Council were made available to State companies on request. The formation and assistance in organizing safety committees within companies has been freely given at all times.

The Safety Department of the Commission also gratefully acknowledges the valuable assistance given to the Safety movement in the State by the co-operation of the Colorado Society of Safety Engineers and the First Aid Department of the American Red Cross.

The effectiveness of this safety work is reflected in consistently lowered premiums to the industrial companies of the State.

STATE BOILER INSPECTION DIVISION INDUSTRIAL COMMISSION OF COLORADO

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, there is a fee charged and it has produced a return of many thousands of dollars each year for the State, which reverts to the General Fund. The work has been carried on strictly in accordance with the law, the people receiving the protection afforded thereunder, 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. The purpose of our law being the protection of the public against possible accidents arising from the use of boilers which are in a deteriorated condition (or in other words, unsafe until certain repairs are made), 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.

One of the duties of Boiler Inspectors is to make such recommendations for repairs of boilers as to insure their safety, and when boilers are shut down due to some kind of mechanical or human failure, it is rather discouraging to be compelled to turn down requests of plant operators for special inspections after repairs are completed, due to lack of appropriation.

In spite of various handicaps, our inspectors are to be commended for their splendid co-operation in trying to make these special inspections, whenever humanly possible, by driving to remote places in the State, over dangerous roads, in every kind of weather, and at all hours of the day or night.

We also 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 conducted.

It is a well known fact, in engineering and mechanical circles, that unfired pressure vessels are as dangerous as fired ones, and are just as liable to failure and explosion.

There is no State law requiring inspection as to the fitness and strength in order to determine the safe working pressure of unfired pressure vessels.

We would recommend that such a law be passed which will include the inspection of pressure containers in all industrial plants, subject to the same rigid inspection and attention as boilers. This law should be included in or added to the present boiler inspection laws.

A fair fee for this type of inspection would be \$2.50 per year for each pressure vessel of small dimensions, up to \$4.00 or \$5.00 for the larger types.

We would also recommend that the inspection of hot water boilers be included in the amended law, as this type of boiler is just as dangerous as a steam boiler. The fee for this type of inspection would have to be a graduated one, depending on size of boilers.

If the law is amended to include hot water boilers and unfired pressure vessels, it will be necessary to add at least two more inspectors to the force, as well as extra office help.

It is gratifying to report that we have not had a fatality resulting from a boiler failure during the past nineteen months.

REPORT OF STATE BOILER INSPECTION DEPARTMENT

December 1, 1944 to June 30, 1946

RECEIPTS

| | | | |
|--------------------------------------|-----------|-----------------------|--------------------|
| December, 1944..... | \$ 797.50 | September, 1945 | \$ 1,325.00 |
| January, 1945 | 887.72 | October, 1945 | 945.00 |
| February, 1945 | 880.00 | November, 1945 | 525.00 |
| March, 1945 | 952.50 | December, 1945 | 1,140.00 |
| April, 1945 | 1,340.00 | January, 1946 | 920.00 |
| May, 1945 | 985.00 | February, 1946 | 857.50 |
| June, 1945 | 1,665.00 | March, 1946 | 857.58 |
| July, 1945 | 1,270.00 | April, 1946 | 1,442.50 |
| August, 1945 | 1,094.63 | May, 1946 | 1,057.58 |
| | | June, 1946 | 1,340.00 |
| TOTAL | | | \$20,282.51 |
| 2,820 boilers @ \$5.00 each..... | | | \$14,100.00 |
| 2,472 boilers @ \$2.50 each..... | | | 6,180.00 |
| Interest on registered warrants..... | | | 2.51 |

\$20,282.51

Registered school and county warrants held.....\$25.00

Inspections made—fees not yet collected:

33 inspections @ \$5.00.....\$165.00

42 inspections @ \$2.50.....105.00

\$270.00

DISBURSEMENTS

| | |
|---------------------------------------------------------------------------------------------------------|--------------------|
| Salaries | \$15,857.75 |
| Maintenance and Operation (includes supplies and materials, travel expense and current charges)..... | 5,365.41 |
| TOTAL | \$21,223.16 |

Disbursements

*Receipts

*Including actual deposits, fees not yet collected, but billed for, and warrants held.

Deficit\$ 645.65

This deficit is caused by the fact that report covers a period which contains one heavy and two light seasons; whereas our usual biennial report covers two light and two heavy seasons.

Inspections Made from December 1, 1944 to June 30, 1946

| | Ed. G. Griswold | Geo. J. Heber | C. E. Messenger |
|-------------------------|--------------------|------------------|--------------------|
| December, 1944 | 90 | 106 | 54 |
| January, 1945 | 63 | 74 | 103 |
| February, 1945 | 91 | 125 | 72 |
| March, 1945 | 98 | 136 | 95 |
| April, 1945 | 120 | 102 | 100 |
| May, 1945 | 134 | 101 | 117 |
| June, 1945 | 103 | 149 | 92 |
| July, 1945 | 141 | 100 | 95 |
| August, 1945 | 147 | 91 | 152 |
| September, 1945 | 145 | 85 | 42 |
| October, 1945 | 36 | 30 | 75 |
| November, 1945 | 97 | 90 | 54 |
| December, 1945 | 64 | 107 | 50 |
| January, 1946 | 66 | 90 | 100 |
| February, 1946 | 89 | 117 | 75 |
| March, 1946 | 108 | 135 | 96 |
| April, 1946 | 25 | 118 | 98 |
| May, 1946 | 131 | 99 | 118 |
| June, 1946 | 162 | 112 | 94 |
| | 1,910 | 1,967 | 1,682 |
| Total Inspections | | | 5,559 |

The above figures represent total number of inspections made, including those already collected for, those on which fees have not been paid and free inspections.

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

| | | | |
|------------------------------|----|----------------------|-----|
| December, 1944 | 5 | October, 1945 | 2 |
| February, 1945 | 20 | November, 1945 | 3 |
| March, 1945 | 7 | December, 1945 | 7 |
| April, 1945 | 16 | January, 1946 | 1 |
| May, 1945 | 10 | February, 1946 | 2 |
| June, 1945 | 6 | March, 1946 | 21 |
| July, 1945 | 14 | April, 1946 | 15 |
| August, 1945 | 19 | May, 1946 | 12 |
| September, 1945 | 3 | June, 1946 | 16 |
| Total Free Inspections | | | 179 |

FACTORY INSPECTION DEPARTMENT

The State Factory Inspection Department at this time consists of three inspectors one of whom is acting Chief Inspector. He supervises the office, turning out certificates, orders, etc., and makes as many inspections as time will allow. The other inspectors are in the field at all times devoting their entire time to inspections.

The duties of the Factory Inspection Department are to inspect all types of industries where people are employed and all places of public assemblage for industrial and fire hazards; to order or recommend safety measures and best practices such as safety guards on all machinery, proper lighting, housekeeping and adequate exits from buildings, check fire fighting equipment, also to see that fire drills are held in all schools.

The paramount objective of the Factory Inspection Department is to prevent accidents and improve working conditions throughout the State and the prevention of any catastrophe in plants, public schools or parochial schools through proper inspections and calling to the attention of the proper authority the hazard existing and the methods to correct same.

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

| Business Class | 1944—1 Month | | | 1945—12 Months | | | 1946—6 Months | | |
|----------------------------|-----------------|------|--------|-----------------|--------|--------|-----------------|--------|--------|
| | No. Inspections | Male | Female | No. Inspections | Male | Female | No. Inspections | Male | Female |
| Auto Industry | 3 | 33 | 13 | 369 | 3,956 | 493 | 230 | 3,301 | 353 |
| Bakeries | 0 | 0 | 0 | 100 | 1,545 | 1,194 | 59 | 1,319 | 903 |
| Bottling Works | 3 | 14 | 0 | 40 | 770 | 135 | 20 | 313 | 44 |
| Creameries—Dairies | 1 | 3 | 1 | 75 | 1,010 | 374 | 35 | 706 | 234 |
| Department Stores | 5 | 23 | 58 | 89 | 2,509 | 4,968 | 39 | 2,018 | 4,534 |
| Food Products | 1 | 34 | 112 | 126 | 2,583 | 3,170 | 81 | 1,379 | 1,162 |
| Foundries—Iron Works | 0 | 0 | 0 | 71 | 2,545 | 134 | 59 | 8,459 | 3,027 |
| Hotels | 7 | 6 | 10 | 434 | 1,518 | 2,262 | 251 | 1,103 | 1,391 |
| Ice and Cold Storage | 0 | 0 | 0 | 12 | 335 | 26 | 7 | 208 | 12 |
| Laundries—Cleaners | 2 | 2 | 15 | 176 | 1,127 | 2,969 | 95 | 884 | 1,983 |
| Lumber Industry | 3 | 161 | 36 | 71 | 652 | 398 | 24 | 459 | 54 |
| Manufacturing | 2 | 5 | 2 | 300 | 18,251 | 9,192 | 222 | 9,514 | 4,272 |
| Meat Packing | 0 | 0 | 0 | 23 | 2,849 | 992 | 18 | 2,068 | 809 |
| Metal and Plating | 0 | 0 | 0 | 2 | 17 | 2 | 1 | 5 | 2 |
| Mills and Elevators | 3 | 50 | 10 | 99 | 1,070 | 123 | 32 | 696 | 160 |
| Moving and Storage | 0 | 0 | 0 | 25 | 684 | 92 | 15 | 663 | 74 |
| Oil Industry | 0 | 0 | 0 | 7 | 146 | 15 | 9 | 225 | 16 |
| Oxygen, etc. | 0 | 0 | 0 | 2 | 39 | 8 | 2 | 51 | 11 |
| Printing | 0 | 0 | 0 | 116 | 1,456 | 673 | 73 | 1,357 | 588 |
| Public Utilities | 1 | 12 | 0 | 25 | 685 | 1,013 | 17 | 945 | 1,930 |
| Railroads | 0 | 0 | 0 | 17 | 6,919 | 298 | 8 | 3,734 | 117 |
| Schools | 29 | 128 | 278 | 679 | 2,502 | 5,963 | 286 | 1,157 | 2,986 |
| Theatres—Amusements | 3 | 3 | 11 | 114 | 352 | 438 | 29 | 125 | 125 |
| Totals | 63 | 474 | 536 | 2,972 | 53,520 | 34,933 | 1,612 | 40,689 | 24,787 |

Total Number of Pupils in Schools Inspected:

| | |
|------------------------------------|---------|
| 1944, month of December only | 9,150 |
| 1945 | 193,904 |
| 1946 | 112,934 |
| Total | 315,988 |

| | |
|--------------------------------------------------------------------------|--------|
| Total Number of Inspections from Dec. 1, 1944 to June 30, 1946..... | 4,647 |
| Total Number of Male Employees from Dec. 1, 1944 to June 30, 1946 | 94,683 |
| Total Number of Female Employees from Dec. 1, 1944 to June 30 1946 | 60,256 |

4,647 inspections were made during the nineteen months covered by this report. 3,768 places were found in substantial compliance with the laws of the State of Colorado. 879 orders or recommendations were issued. Of these, 530 have been complied with, leaving 349 firms who, to date, have ignored the orders or recommendations.

There has been a substantial increase in the number of personnel involved in the plants and schools inspected as follows: 470,927 persons for nineteen months period as against 428,784 persons for the twenty-four months.

Many factories, workshops, bakeries, laundries, moving picture houses and places of public assemblage have never been inspected. This is due to the fact that, with the limited number of inspectors, and the law requiring at least one inspection a year, it is impossible to contact far distant places.

Since the last report was made our Chief Factory Inspector, Mr. Herman J. Atencio, and the lady inspector, Mrs. Mae Fox, have died.

RECOMMENDATIONS

This Department wishes to make the following recommendations:

In order to better serve the people of the State a Library should be set up in this office with National Safety Council pamphlets, together with the American Standard Association standards, to be available to all persons and firms in the State.

Requests for information are increasing daily. Letters are received from all over the United States requesting a copy of our laws and regulations. A great number are addressed to the State Fire Marshal and are referred to this Department. Colorado does not have at present a Fire Marshal and serious consideration should be given to establishing such an authority due to the fact that more and more Butane Gas tanks are being installed throughout the State.

PRIVATE EMPLOYMENT AGENCY DIVISION

December 1, 1944 to June 30, 1946

Private Employment Agency Division

The following Private Employment Agency licenses were duly issued and fees amounting to \$1,950.00 deposited with the General Fund.

| | | |
|---------------------------|---------------------------------------|----------------------------|
| 1945 | 26 Priv. Employment Agency Licenses.. | \$1,200.00 |
| Jan. 1 to June 30, 1946.. | 17 Priv. Employment Agency Licenses.. | 750.00 |
| | 43 Licenses Issued | Total Deposits..\$1,950.00 |

Theatrical Employment Agency Division

The following Theatrical Agency and Agents' licenses were duly issued and fees amounting to \$1,600.00 deposited with the General Fund.

| | | |
|------------------------------|------------------------------------|----------------------------|
| 1945 | 8 Theatrical Agency Licenses..... | \$ 800.00 |
| Jan. 1 to June 30, 1946..... | 7 Theatrical Agency Licenses..... | 700.00 |
| | 2 Theatrical Agents Licenses | 100.00 |
| | 17 Licenses Issued | Total Deposits..\$1,600.00 |
| Total Deposits | | \$3,550.00 |

MINIMUM WAGE DIVISION

The Colorado Minimum Wage and Labor Law for Women and Minors, the Colorado Child Labor Law and the Woman's Eight Hour Law are administered by this Division of the Industrial Commission.

These laws are designed to protect employed women and children from industrial exploitation. Because of the necessity for an unprecedented number of this class of employees during the recent emergency, many problems in administration and enforcement have arisen and many new regulations and adjustments have become necessary.

All complaints filed in the office have been investigated and when wage claims were indicated, they have been referred to the Wage Claim Department for collection.

Because of the expense and time element involved, it was often necessary to handle complaints by correspondence. This is far from satisfactory, as an examination of records might often reveal other violations.

The most prevalent violations are non-compliance with hour regulations, posting of wage orders, keeping of records, and child labor permits.

MINIMUM WAGE. No new wage orders have been issued during the period covered by this report, as investigations have shown that, due to the present emergency, women are receiving wages far in excess of those provided by the wage orders. However, the administrative regulations governing hours, overtime, deductions, etc., have been helpful.

The Minimum Wage investigators are required to include investigations for Child Labor and Woman's Eight Hour Law. The total number of investigations made each month for the period covered by this report is as follows:

| | | | |
|-----------------------|-------|----------------------|--------|
| December, 1944 | 291 | October, 1945 | 1,119 |
| January, 1945 | 396 | November, 1945 | 912 |
| February, 1945 | 604 | December, 1945 | 132 |
| March, 1945 | 833 | January, 1946 | 949 |
| April, 1945 | 680 | February, 1946 | 730 |
| May, 1945 | 924 | March, 1946 | 554 |
| June, 1945 | 1,397 | April, 1946 | 470 |
| July, 1945 | 1,193 | May, 1946 | 519 |
| August, 1945 | 870 | June, 1946 | 485 |
| September, 1945 | 721 | | |
| Total | | | 13,779 |

INVESTIGATIONS (Classified as to Wage Orders)

| | |
|---------------------------|--------|
| Retail Trades | 8,333 |
| Beauty Service | 1,025 |
| Public Housekeeping | 4,148 |
| Laundry | 273 |
| Total | 13,779 |

Special Investigations:

| | |
|-----------------------------|-----|
| Woman's Eight Hour Law..... | 47 |
| Child Labor Law..... | 308 |

Total Violations Reported:

| | |
|------------------------|-------|
| Posting | 2,261 |
| Hours | 121 |
| Wage | 75 |
| Record | 458 |
| Age Certificates | 739 |
| Total | 3,654 |

WOMAN'S EIGHT HOUR LAW. Because of the unusual demand for women workers in occupations covered by this law, (manufacturing, mechanical, mercantile, laundries, hotels and restaurants) the Industrial Commission found it necessary to take advantage of permission for relaxation of the Woman's Eight Hour Law contained in the Minimum Wage Law. The employer must agree to requirements set up by the Commission providing overtime payment of wages and voluntary employment. Relaxation Permits are granted for a period of ninety days, with renewal privileges.

RELAXATION PERMITS

| | Mer- cantile | Manu- facturing | Miscel- laneous | Totals |
|----------------|-----------------|--------------------|--------------------|--------|
| Permits | 88 | 70 | 82 | 240 |
| Renewals | 409 | 358 | 279 | 1,046 |

CHILD LABOR. The Colorado Child Labor Law does not govern the employment of children over 16 years of age, but the Commission agrees, each year, to cooperate with the Federal Children's Bureau by collecting and reporting data for children over 16 years of age. The employment of these young workers presents a serious labor problem and vigilance must be exercised to prevent employment in occupations and at ages detrimental to their health and education. Before children can be legally employed they must secure permits from the Superintendents of Schools, Principals of Parochial Schools or someone authorized by them.

In our monthly report to the Children's Bureau, Washington, D. C., the permits are segregated as follows:

1. State, including Denver
2. Denver
3. Males—Females

4. Types of permits (Regular, Out of School Hours, Age Certificates)
5. Grade completed in school
6. Type of evidence of age accepted
7. Industry
8. Occupation in industry.

This gives detailed information of all children legally employed.

PERMITS ISSUED AND REPORTED ON CHILD LABOR

| Under 16 Years | | Over 16 Years | |
|-----------------|-------|-----------------|--------|
| December, 1944 | 182 | December, 1944 | 395 |
| January, 1945 | 134 | January, 1945 | 479 |
| February, 1945 | 149 | February, 1945 | 390 |
| March, 1945 | 107 | March, 1945 | 463 |
| April, 1945 | 177 | April, 1945 | 396 |
| May, 1945 | 233 | May, 1945 | 631 |
| June, 1945 | 770 | June, 1945 | 1,231 |
| July, 1945 | 463 | July, 1945 | 660 |
| August, 1945 | 193 | August, 1945 | 251 |
| September, 1945 | 125 | September, 1945 | 236 |
| October, 1945 | 146 | October, 1945 | 205 |
| November, 1945 | 112 | November, 1945 | 157 |
| December, 1945 | 140 | December, 1945 | 167 |
| January, 1946 | 113 | January, 1946 | 174 |
| February, 1946 | 104 | February, 1946 | 212 |
| March, 1946 | 116 | March, 1946 | 202 |
| April, 1946 | 86 | April, 1946 | 184 |
| May, 1946 | 109 | May, 1946 | 252 |
| June, 1946 | 216 | June, 1946 | 642 |
| Total | 3,675 | Total | 7,327 |
| Grand Total | | | 11,002 |

The increase in the demand for child labor and also the increase in the enforcement of the law is indicated by the increase in the number of permits issued.

- 284 permits were issued during 1939-1940 biennium
- 2,469 permits were issued during 1941-1942 biennium
- 10,126 permits were issued during 1943-1944 biennium
- 7,327 permits were issued during 1945-1946 18 months

All data in this report cover only legally employed children. Information on those employed without permits is unobtainable.

WORKMEN'S COMPENSATION. Investigators are requested to check on Workmen's Compensation and 534 violations were found and reported to the Industrial Commission for enforcement.

RECOMMENDATIONS

The purpose of these laws is to protect women and children in industry. If this goal is to be attained, many changes will be necessary.

Minimum Wage. All present wage orders should be vacated and one wage order issued governing all women employees, except in domestic service and agriculture. Men should be prohibited from working for a lesser wage than women workers in the same occupations. The law should provide for penalties for all violations of wage orders.

Woman's Eight Hour Law. This law should contain emergency provision and should include all employed women, except in agriculture and domestic service.

Child Labor. This law should be changed as follows:

1. Permits should be made more accessible.
2. Paragraph governing prohibited occupations should be revised and clarified.
3. Law should govern street trades.
4. Law should provide for handicapped children.

These laws are effective only when enforced. Violations are often found because of lack of understanding and could be prevented by regular, periodic investigations. This has been impossible with our present number of investigators, as practically every place of business should be visited.

DEPARTMENT OF WAGE CLAIMS

The administration of the State laws governing the Department of Wage Claims, since the last report, has expanded considerably. The following figures show the increase since the last biennial period:

December 1942-November 1944

Money collected\$27,780.05

December 1944-June 1946

Money collected\$39,863.96

This increase occurred notwithstanding the fact that during most of this 19-month period many of the wage earners have been in the military and naval service.

Since the close of the war, many of the wage earners have taken an indifferent attitude toward their positions. These seem unsettled and dissatisfied with any position that is offered them. Wages are high in all branches of common labor. The demand for this help, no doubt, has a great deal to do with the unsettled conditions, as the wage earner knows that he can obtain a new position at any time.

It is surprising to review the number of claims made against taverns, restaurants, and hotels. We also have a number of claims against contractors, who have contracted for jobs and have no contractor's license or experience in this line of work. These generally fail to complete the work satisfactorily and also fail to pay their helpers. We then, generally, find that this type of contractor is without assets of any kind, which makes it practically impossible for us to collect the claims. All we can do, under the law, is appeal to the employer.

We feel that the law should be amended to give more authority to the Industrial Commission and the Department of Wage Claims; especially, the authority to hold hearings which would be mandatory for both employer and employee to attend. We believe we would then be more successful in collecting these claims.

We have collected 72.74% of all claims presented to this office during this 19-month period. We have interviewed 955 claimants and collected 725 of their claims.

The following table gives an itemized statement of number of claims collected each month during this period and the total amount of money collected each month:

| Date | No. of Claims Collected | Money Collected |
|-----------------------|-------------------------------|--------------------|
| December, 1944 | 29 | \$ 1,401.43 |
| January, 1945 | 30 | 1,397.05 |
| February, 1945 | 40 | 1,225.35 |
| March, 1945 | 38 | 1,249.81 |
| April, 1945 | 36 | 1,512.71 |
| May, 1945 | 29 | 695.15 |
| June, 1945 | 34 | 1,742.60 |
| July, 1945 | 34 | 888.08 |
| August, 1945 | 27 | 2,409.73 |
| September, 1945 | 34 | 879.58 |
| October, 1945 | 35 | 1,436.64 |
| November, 1945 | 39 | 3,094.93 |
| December, 1945 | 29 | 2,246.33 |
| January, 1946 | 48 | 3,543.43 |
| February, 1946 | 25 | 3,222.59 |
| March, 1946 | 46 | 3,406.99 |
| April, 1946 | 64 | 3,072.46 |
| May, 1946 | 49 | 2,245.56 |
| June, 1946 | 59 | 4,193.54 |
| Total | 725 | \$39,863.96 |

DEPARTMENT OF EMPLOYMENT SECURITY

The Colorado Industrial Commission serves, ex-officio, as the Unemployment Compensation Commission in all matters of appeals from the decision of the referee, and also adopts all regulations relating to the Employment Security Act.

During the fiscal years 1945 and 1946 a total of 343 cases were appealed. In 174 of these cases the deputy's decision was affirmed by the referee, and in 12 cases the referee's decision was affirmed by the Commission. In four instances the Commission modified the decisions of the lower appeals authorities.

The following regulations were adopted or revised by the Commission:

Regulation No. 26—Experience Rating (Revised April 5, 1945.)

Regulation No. 31—Interstate Claims Based on Combined Wages (Revised May 28, 1946).

Regulation No. 7A—Registration and Filing of Claims Except in Cases of Partial Employment (Revised June 5, 1946).

The Commission also acted upon the application of the Fresh Frozen Food, Inc., for a seasonality hearing and ruled that the seasonal operations of this company would extend from July 13 to December 19.

In the case of the Sebastiani Canning Company, which also applied for a seasonality hearing, the Commission ruled that the seasonal operation extended from August 11 to November 4, inclusive.

The work of the Department increased somewhat after V-E Day in June, but no great increase in claims activities was apparent till after V-J Day—August 14, 1945. By October a sharp rise was noted and by the end of 1945 about 2,000 claimants—mostly veterans—were receiving benefit checks each week.

The payments to veterans are made in conformity with the G. I. Bill of Rights, which provides readjustment allowances of \$20.00 per week to unemployed veterans. The bill also provides benefits to self-employed veterans for any month in which their net earnings are less than \$100.00.

Veterans' claims account for the greatest percentage of the appeals cases.

The Colorado State Employment Service continued to be operated by the Federal Government during the past two years.

STATE COMPENSATION INSURANCE FUND

The Industrial Commission of Colorado,
State Capitol Annex,
Denver, Colorado.

Gentlemen:

Herewith transmitted are statements showing the financial condition of the State Compensation Insurance Fund as of December 31, 1945, and showing likewise the income and disbursements for the year 1945 and for the first six months of the year 1946.

The Fund is now entering its thirty-second year. From a small fund with a rather dubious future in 1915, it has grown into the largest carrier of workmen's compensation insurance in the State. At the present time the Fund is writing approximately 65% of all the workmen's compensation insurance in Colorado. The premium rates are, and have been for many years, 30% less than the standard manual rates, and in addition the Fund has consistently paid dividends to its policy holders, thus further reducing premium costs.

Contrary to the expectation of some, the end of the war did not bring a decline in business, but the income from renewal and new business for the first six months of 1946 indicate that this year may well be the greatest thus far in the history of the Fund. The confidence and cooperation of the many employers who insure with the Fund has made possible its steady growth and progress, and may be justly interpreted as evidence of our satisfactory service to our thousands of policy holders.

Respectfully submitted,

H. C. WORTMAN,
Manager.

STATE COMPENSATION INSURANCE FUND STATEMENT OF FINANCIAL CONDITION

As of December 31, 1945

ASSETS

| | |
|----------------------------------------------------------------|----------------|
| U. S. Government, State, Municipal and School Obligations..... | \$6,648,223.43 |
| Cash on Deposit..... | 205,408.85 |
| Premiums in Course of Collection..... | 50,332.66 |
| Interest Accrued | 22,464.29 |
| | <hr/> |
| | \$6,926,429.23 |
| Deduct Assets not Admitted..... | 33,944.05 |
| | <hr/> |
| Total Admitted Assets..... | \$6,892,485.18 |

LIABILITIES

| | |
|----------------------------------------------------|----------------|
| Reserve for Compensation and Medical Benefits..... | \$1,897,032.00 |
| Unearned Premiums | 290,524.03 |
| Accounts Payable | 6,898.00 |
| Dividends Accrued, Declared and Unpaid..... | 600,000.00 |
| Deposit Premiums | 248,852.01 |
| Retrospected Rated Contracts..... | 25,000.00 |
| Investigations and Adjustments..... | 100,000.00 |
| Office Equipment Replacements..... | 50,000.00 |
| Tax Reserve | 6,000.00 |
| Deferred Security Sales Profit | 242,941.38 |
| Security Fluctuation Reserve..... | 665,000.00 |
| | <hr/> |
| | \$4,132,247.42 |
| Catastrophe Reserve | 373,500.69 |
| Statutory Reserve | 500,000.00 |
| Surplus | 1,886,737.07 |
| | <hr/> |
| Total Liabilities | \$6,892,485.18 |

1945 INCOME

| | |
|---------------------------------------------|----------------|
| *Premiums Written | \$1,911,523.74 |
| Interest Received | 142,853.55 |
| Discounts | 3,259.38 |
| Sale and Redemption of Bonds..... | 1,610,367.19 |
| Warrants | 482.23 |
| | <hr/> |
| Total Income | \$3,668,486.09 |
| Cash on Hand December 31, 1944..... | 381,148.53 |
| Premiums Outstanding December 31, 1944..... | 15,564.56 |
| | <hr/> |
| | \$4,065,199.18 |

*State Fund Premiums are written 30% under standard Manual Rates.

1945 DISBURSEMENTS

| | |
|---------------------------------------------|----------------|
| Compensation and Medical Benefits Paid..... | \$ 902,709.33 |
| Dividends Paid Policyholders..... | 470,625.35 |
| Premiums and Warrants Charged Off..... | 140.96 |
| Operating Expense | 195,127.96 |
| Bonds and Warrants Purchased | |
| Bonds | 2,240,444.21 |
| Warrants | 409.86 |
| | <hr/> |
| | \$3,809,457.67 |
| Cash on Hand December 31, 1945..... | 205,408.85 |
| Premiums Outstanding December 31, 1945..... | 50,332.66 |
| | <hr/> |
| | \$4,065,199.18 |

STATE COMPENSATION INSURANCE FUND
INCOME AND DISBURSEMENTS

January 1, 1946 to June 30, 1946

INCOME

| | |
|---------------------------------------------|----------------|
| Premiums Written | \$1,188,887.19 |
| Interest Received | 81,528.96 |
| Sale and Redemption of Bonds..... | 111,000.00 |
| Registered Warrants | 470.56 |
| Miscellaneous | 1,179.71 |
| | <hr/> |
| | \$1,383,066.42 |
| Cash on Hand December 31, 1945..... | 205,408.85 |
| Premiums Outstanding December 31, 1945..... | 50,332.66 |
| | <hr/> |
| | \$1,638,807.93 |

DISBURSEMENTS

| | |
|---------------------------------------------|----------------|
| Compensation and Medical Benefits Paid..... | \$ 461,218.39 |
| Premiums Written Off | 112.85 |
| Dividends to Policyholders..... | 315,695.11 |
| Operating Expenses | 80,458.14 |
| Investments | |
| Bonds | 148,661.40 |
| Warrants | 274.50 |
| | <hr/> |
| | \$1,006,420.39 |
| Cash on Hand June 30, 1946..... | 513,500.30 |
| Premiums Outstanding June 30, 1946..... | 118,887.24 |
| | <hr/> |
| | \$1,638,807.93 |

WORKMEN'S COMPENSATION INSURANCE

Premium Income and Losses Paid—Colorado

NET PREMIUM INCOME

| Year | Stock Companies | Mutual Companies | State Fund | Yearly Totals |
|--------|-----------------|------------------|-----------------|-----------------|
| 1915* | \$ 32,002.56 | \$ 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 | 618,321.00 | 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 | 862,287.00 | 854,283.00 | 1,826,659.00 | 3,543,329.00 |
| 1942 | 1,726,642.00 | 827,601.00 | 1,867,979.00 | 4,432,222.00 |
| 1943 | 1,286,499.00 | 690,877.00 | 1,940,702.00 | 3,918,078.00 |
| 1944 | 985,036.34 | 635,417.95 | 1,986,683.00 | 3,607,137.29 |
| 1945 | 1,339,704.25 | 625,733.64 | 1,911,523.74 | 3,876,961.63 |
| Totals | \$26,568,257.92 | \$12,617,298.29 | \$29,322,758.34 | \$68,508,314.55 |

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 | 443,311.00 | 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 |
| 1942 | 499,911.00 | 314,399.00 | 1,240,398.00 | 2,054,708.00 |
| 1943 | 483,485.00 | 288,110.00 | 1,090,484.00 | 1,862,079.00 |
| 1944 | 381,095.00 | 258,088.00 | 941,241.00 | 1,580,424.00 |
| 1945 | 506,064.00 | 235,628.00 | 902,709.33 | 1,644,401.33 |
| Totals | \$13,146,217.55 | \$ 5,055,367.75 | \$17,524,030.05 | \$35,725,615.35 |

TRUST FUND ACCOUNTS

One of the most important functions of the Industrial Commission is to protect the interests of minor dependents. When the head of a family is suddenly taken away by accidental death, the children face a new problem. The compensation benefits allowed by law will be paid out in a period of six years and in most cases the children will still be too young to take care of themselves at the end of this time. It was, therefore, necessary for the Commission to devise a method of prolonging the payments so that these dependents will have some source of income until such time as they can make their own way in life. To accomplish this end the Commission has adopted the policy of ordering part of the compensation payments placed in a trust account in the minor's name and the balance paid to the person having the care and custody of the child. In many instances there are relatives who are willing to take care of the child, thus enabling the Commission to place the full amount of compensation in trust. The money placed in trust can be released only upon written order of the Commission. The money will be released to a minor upon his attaining his majority or from time to time upon a showing that the child is in need of money for medical attention, schooling or other purpose. Many children have been able to obtain an education from money that was placed in trust for them in this manner. No charge is made for handling these accounts and the entire fund is preserved for the child. On June 30, 1946 there were 276 trust accounts totaling \$209,286.29.

SUBSEQUENT INJURY FUND

The legislation providing for a Subsequent Injury Fund became effective April 9, 1945. Under the provisions of this section the insurance carrier is required to pay into the Subsequent Injury Fund \$500.00 in each fatal case where no dependents survive the decedent. The fund is to be used to compensate cases in which claimants, already disabled by the loss of a hand, or foot or an eye, lose a second major member due to industrial injury, thus becoming prima facie permanently and totally disabled. In such cases the employee receives the compensation to which he is normally entitled for his injury and after this amount is paid out he draws compensation at the established rate during the balance of his life, these payments being made from the Subsequent Injury Fund.

Between April 9, 1945 and June 30, 1946, \$5,000.00 was paid into the Subsequent Injury Fund. In two cases payment to the fund had been ordered, but not received. One claimant has qualified for payments from this Fund beginning December 4, 1948 for which a reserve, based on his life expectancy at that time, must be set up in the amount of \$14,705.60. The apparent deficit between the reserve and collections made during the period is \$9,705.60.

Attention is directed to the fact that this Fund is deposited with the State Treasurer but no provision is made for interest on the deposit accruing to the Fund. Section 76 of the Workman's Compensation Act should be amended to provide that interest earned by the funds deposited shall accrue to the Subsequent Injury Fund.

SUBSEQUENT INJURY FUND

April 9, 1945 to June 30, 1946

| Type of Case Member Previously Lost | Member Lost in Recent Accident | Weekly Rate | Claimant's Age | Claim- ant's Ex- pectation of Life | Payment from Fund Begins | Reserve Necessary to Pay During Expectation of Life |
|----------------------------------------------|-----------------------------------------|----------------|-------------------|---------------------------------------------|--------------------------------|-----------------------------------------------------------------|
| Leg | Leg | \$14.00 | 51 | 20.20 | Dec. 4, 1948 | \$14,705.60 |

No. of fatal cases on which contribution was collected—10.

Total collected, \$5,000.00. Apparent deficit incurred, reserve over collections, \$9,705.60.

WORKMEN'S COMPENSATION CLAIM DEPARTMENT ACTIVITIES

During the nineteen months' period covered by this report this Department received 53,789 reports of accidental injuries suffered within the course of employment and supervised payment of compensation in 8,062 cases where liability was admitted. During this period the Commission entered 487 awards and orders and the Referees entered 2,223 awards and orders. The Referees conducted 128 sessions of hearings in 42 towns and cities other than Denver.

In addition the Referees held hearings on compensation claims in Denver three days a week and conducted some hearings by consent on other days of the week. During the period covered by this report 11 Workmen's Compensation cases appealed from the ruling of the Commission have been decided by the Supreme Court. Of this number the Commission's decisions were affirmed in six cases and reversed in five cases.

Hearings are conducted in the leading industrial cities of the State every 60 to 90 days and in other parts of the State as frequently as the need requires and traveling appropriations will permit.

SUMMARY OF ORDERS AND AWARDS FROM AUGUST 1, 1915 TO DECEMBER 31, 1945

| Classification | From Aug. 1, 1915 to Nov. 30, 1930 | | | From Dec. 1, 1930 to Nov. 30, 1944 | | | From Dec. 1, 1944 to Dec. 31, 1945 | | | Aug. 1, 1915 to Dec. 31, 1945 Grand Totals |
|-------------------------------|---------------------------------------|----------|--------|---------------------------------------|----------|--------|---------------------------------------|---------|--------|--------------------------------------------------------|
| | Commis- sion | Referees | Totals | Commis- sion | Referees | Totals | Commis- sion | Referee | Totals | Totals |
| 1. Compensation: | | | | | | | | | | |
| Fatal—Granted | 827 | 1,772 | 2,599 | 226 | 1,527 | 1,753 | 4 | 75 | 79 | 4,431 |
| —Denied | 146 | 397 | 543 | 114 | 299 | 413 | 2 | 21 | 23 | 979 |
| Non-Fatal—Granted | 1,484 | 10,854 | 12,338 | 1,774 | 14,158 | 15,932 | 15 | 561 | 576 | 28,846 |
| —Denied | 475 | 3,574 | 4,049 | 444 | 2,566 | 3,010 | 8 | 252 | 260 | 7,319 |
| 2. Compensation Increase: | | | | | | | | | | |
| Fatal—Granted | 14 | 11 | 25 | 6 | 24 | 30 | 1 | 1 | 2 | 57 |
| —Denied | 5 | 0 | 5 | 6 | 14 | 20 | 1 | 1 | 2 | 27 |
| Non-Fatal—Granted | 87 | 250 | 337 | 130 | 292 | 422 | 4 | 10 | 14 | 773 |
| —Denied | 0 | 0 | 0 | 54 | 96 | 150 | 1 | 2 | 3 | 153 |
| 3. Compensation Reduced: | | | | | | | | | | |
| Fatal—Granted | 10 | 50 | 60 | 1 | 10 | 11 | 0 | 0 | 0 | 71 |
| —Denied | 2 | 6 | 8 | 1 | 6 | 7 | 0 | 0 | 0 | 15 |
| Non-Fatal—Granted | 24 | 75 | 99 | 29 | 143 | 172 | 1 | 2 | 3 | 274 |
| —Denied | 4 | 15 | 19 | 13 | 55 | 68 | 1 | 2 | 3 | 90 |
| 4. Lump Sum Settlements: | | | | | | | | | | |
| Fatal—Granted | 425 | 0 | 425 | 454 | 0 | 454 | 16 | 0 | 16 | 895 |
| —Denied | 384 | 0 | 384 | 343 | 0 | 343 | 6 | 0 | 6 | 733 |
| Non-Fatal—Granted | 1,054 | 0 | 1,054 | 2,377 | 0 | 2,377 | 68 | 0 | 68 | 3,499 |
| —Denied | 385 | 0 | 385 | 1,017 | 0 | 1,017 | 28 | 0 | 28 | 1,430 |
| 5. Rehearings: | | | | | | | | | | |
| Fatal—Granted | 87 | 47 | 134 | 37 | 51 | 88 | 1 | 1 | 2 | 224 |
| —Denied | 185 | 1 | 186 | 131 | 48 | 179 | 6 | 1 | 7 | 372 |
| Non-Fatal—Granted | 448 | 893 | 1,341 | 1,140 | 1,556 | 2,696 | 39 | 4 | 43 | 4,080 |
| —Denied | 349 | 4 | 353 | 1,512 | 680 | 2,192 | 70 | 6 | 76 | 2,621 |
| 6. Disfigurement: | | | | | | | | | | |
| Granted | 55 | 282 | 337 | 60 | 584 | 644 | 1 | 27 | 28 | 1,009 |
| Denied | 2 | 18 | 20 | 12 | 72 | 84 | 0 | 3 | 3 | 107 |
| 7. Miscellaneous Awards..... | 888 | 1,622 | 2,510 | 2,579 | 3,438 | 6,017 | 47 | 458 | 505 | 9,032 |
| 8. Total Awards and Orders... | 7,340 | 19,871 | 27,211 | 12,460 | 25,619 | 38,079 | 320 | 1,427 | 1,747 | 67,037 |
| Total Awards by Referee.... | 46,917 | | | | | | | | | |
| Total Awards by Commission.. | 20,120 | | | | | | | | | |

67,037

SUMMARY OF ACCIDENTS AND CLAIMS—AUGUST 1, 1915 TO DECEMBER 31, 1945

| Classification | Aug. 1, 1915 to Nov. 30, 1930 | Dec. 1, 1930 to Nov. 30, 1944 | Dec. 1, 1944 to Dec. 31, 1945 | Aug. 1, 1915 to Dec. 31, 1945 |
|------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|
| Number of Accidents..... | 253,540 | 437,845 | 37,646 | 729,031 |
| Percentage—Claims to Accidents | 27.10 % | 15.88 % | 14.83 % | 19.73 % |
| Number of All Claims..... | 68,701 | 69,524 | 5,582 | 143,807 |
| A { Male | 66,484 | 65,372 | 4,887 | 136,743 |
| Percentage—All Claims | 96.77 % | 94.03 % | 87.55 % | 95.09 % |
| B { Female | 2,217 | 4,152 | 695 | 7,064 |
| Percentage—All Claims | 3.23 % | 5.97 % | 12.45 % | 4.91 % |
| Number of Fatal Claims (Deaths) .. | 2,662 | 1,656 | 107 | 4,425 |
| A { Coal Industries..... | 991 | 379 | 25 | 1,395 |
| Percentage—Fatal Claims.. | 37.23 % | 22.89 % | 23.36 % | 31.52 % |
| B { Metal Industries..... | 496 | 341 | 8 | 845 |
| Percentage—Fatal Claims.. | 18.63 % | 20.59 % | 7.48 % | 19.10 % |
| C { Miscellaneous Industries... | 1,175 | 936 | 74 | 2,185 |
| Percentage—Fatal Claims.. | 44.14 % | 56.52 % | 69.16 % | 49.38 % |
| Number of Non-Fatal Claims..... | 66,039 | 67,868 | 5,475 | 139,382 |
| A { Coal Industries..... | 14,665 | 9,453 | 720 | 24,838 |
| Percentage—Non-Fatal | | | | |
| Claims | 22.21 % | 13.93 % | 13.15 % | 17.82 % |
| B { Metal Industries | 7,878 | 7,320 | 242 | 15,440 |
| Percentage—Non-Fatal | | | | |
| Claims | 11.93 % | 10.79 % | 4.42 % | 11.08 % |
| C { Miscellaneous Industries... | 43,496 | 51,095 | 4,513 | 99,104 |
| Percentage—Non-Fatal | | | | |
| Claims | 65.86 % | 75.28 % | 82.43 % | 71.10 % |
| Awards by Commission | 7,340 | 12,090 | 320 | 19,750 |
| Awards by Referee..... | 19,871 | 24,331 | 1,427 | 45,629 |
| Admissions of Liability Approved.. | 56,803 | 58,434 | 4,947 | 120,184 |
| Amputations | 2,451 | 2,823 | 222 | 5,496 |
| Loss of Use..... | 932 | 4,150 | 673 | 5,755 |
| Permanent Total | 250 | 120 | 9 | 379 |
| Permanent Partial | 2,781 | 4,510 | 928 | 8,219 |
| Temporary Total | 62,897 | 61,574 | 5,102 | 129,573 |
| Temporary Partial | 525 | 735 | 170 | 1,430 |
| Facial Disfigurement | 369 | 717 | 28 | 1,114 |
| Wholly Dependent—Fatal Claims.. | 1,281 | 1,119 | 82 | 2,482 |
| Partially Dependent—Fatal Claims | 304 | 153 | 4 | 461 |
| No Dependent—Fatal Claims..... | 673 | 237 | 21 | 931 |
| Compensation Denied | 4,878 | 2,997 | 277 | 8,152 |
| A. Fatal (Death) | 531 | 310 | 21 | 862 |
| B. Non-Fatal | 4,347 | 2,687 | 256 | 7,290 |
| Average Weekly Wage..... | \$23.32 | \$30.63 | \$42.30 | \$32.08 |
| Average Weekly Rate of Compens- | | | | |
| ation | 9.48 | 11.83 | 13.56 | 11.62 |
| Rejection of the Act by Employers | 202 | 1,785 | 63 | 2,050 |

SUMMARY OF ORDERS AND AWARDS—JANUARY 1 TO JUNE 30, 1946

| | Commission | Referee |
|------------------------------------------------------|------------|------------|
| COMPENSATION | | |
| Fatal Granted | 2 | 33 |
| Fatal Denied | 2 | 9 |
| Non-Fatal Granted | 8 | 252 |
| Non-Fatal Denied | 2 | 98 |
| REHEARINGS | | |
| Fatal Granted | 2 | 5 |
| Fatal Denied | 4 | 3 |
| Non-Fatal Granted | 12 | 5 |
| Non-Fatal Denied | 30 | 4 |
| LUMP SUMS | | |
| Fatal Granted | 9 | .. |
| Fatal Denied | 6 | .. |
| Non-Fatal Granted | 36 | .. |
| Non-Fatal Denied | 10 | .. |
| Facial Disfigurement Granted | 1 | 15 |
| Facial Disfigurement Denied | .. | 4 |
| Miscellaneous Orders | 38 | 36 |
| Orders Affirmed | 5 | 20 |
| Medical Only | .. | 32 |
| Show Cause Orders | .. | 106 |
| Continuance Orders | .. | 72 |
| Orders Vacated | .. | 29 |
| Orders Paying to Subsequent Injury Fund | .. | 12 |
| Case Dismissed | .. | 26 |
| Orders Corrected | .. | 12 |
| Orders Amended | .. | 22 |
| TOTAL | 167 | 796 |
| Awards and Orders Aug. 1 1915 to Dec. 31, 1945 | 19,750 | 45,629 |
| Total to June 30, 1946 | 19,917 | 46,425 |

ANALYSIS OF INDUSTRIAL ACCIDENTS—JANUARY 1 TO JUNE 30, 1946

SEX AND MARITAL STATUS OF CLAIMANT

| Male | | Female | |
|-------------------------------|---------------|------------------------------|--------------|
| Single | 3,295 | Single | 772 |
| Married | 9,720 | Married | 626 |
| Divorced | 122 | Divorced | 94 |
| Widowed | 94 | Widowed | 168 |
| Marital Status Unknown | 1,092 | Marital Status Unknown | 160 |
| Total Male | 14,323 | Total Female | 1,820 |
| Males compose 87.29% of Total | | | |

| EXTENT OF INJURY | |
|--------------------------------------|--------|
| Non-Compensable (First Aid) | 302 |
| Medical Only (No Compensation) | 13,505 |
| Temporary Total | 2,152 |
| Temporary Partial | 35 |
| Permanent Partial: | |
| By loss of member | 104 |
| By loss of use of member | 89 |
| Working unit | 42 |
| Permanent Total | 4 |
| Facial Disfigurement | 6 |
| Fatal | 48 |

48 FATAL CASES

| | |
|------------------------------------|----|
| No Dependents | 12 |
| Wholly Dependent | 29 |
| Partial Dependent | 2 |
| Pending Cases for Dependents | 5 |

| TYPE OF ACCIDENT | |
|--------------------------------------------------|-------|
| Burns, shock, poison, asphyxiation | 894 |
| Occupational | 6 |
| Falls on same level | 806 |
| Falls to different level | 785 |
| Slips (resulting in strains) | 325 |
| Struck by moving object | 6,667 |
| Caught in or between | 1,584 |
| Struck against (not falls) | 2,647 |
| Strain from lifting, pushing, pulling, etc. | 1,935 |
| Others, or not specified | 494 |

CARRIERS

| | |
|------------------------|-------|
| Stock Companies | 4,777 |
| Mutual Companies | 965 |
| State Fund | 8,973 |
| Self-Insurers | 1,404 |
| Non-Insureds | 24 |

| | |
|----------------------------------------------------------------|-------|
| Rejection of the Workmen's Compensation Act by Employers | 30 |
| Rejection of the Occupational Disease Act by Employers | 1,472 |

DIGEST OF COLORADO SUPREME COURT DECISIONS

Workmen's Compensation

A digest has been made in this report of all cases decided from December 1, 1944 to June 30, 1946. 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, appear 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, in the Seventeenth Report; 343 to 368, inclusive, in the Eighteenth Report; 369 to 380, inclusive, are reported herein.

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

WILKOWSKI v. INDUSTRIAL COMMISSION, et al.

113 Colo. 46

I. C. No. 543730

154 P. (2d) 615

Index No. 369

Judgment Affirmed

In Department.

Opinion by Burke, J.

Claimant, a blind man, operated a stand in the Capitol Annex Building. He sought compensation for an injury, contending that he was an employee of the Blind Board. The stand was operated under contract with the Board. The Board owns the equipment and stock, the proceeds being used to purchase new stock. Claimant paid \$5.00 per month to the Board for supervision and 3½% for maintenance and depreciation. The Board could cancel the contract at any time and claimant, on thirty days written notice. The Commission held that claimant was not an employee but that he was an independent contractor. The District Court held that he was neither an employee nor an independent contractor. Claimant contends that he was an employee of the Blind Board and that there was no evidence that he was an independent contractor and that when the District Court so found it should have remanded the case back to the Industrial Commission for further proceedings. On the question of whether or not claimant was an employee, the Court followed what appears to be the weight of authority.

HELD: "The board has established a number of such stands and used all funds derived therefrom for the purpose of opening others; all in discharge of the state's duty to the blind, to give them an opportunity to become self-supporting and obviate, as much as possible, the necessity for direct relief. The board was not in business. It had no use for such employees. No possible profit to it or the state was involved. It was doing no more than making a loan to claimant, under con-

ditions which might convert a portion of that loan into a donation. We hold claimant was not an employee, as the term is used in the compensation statutes."

On the second question the Court held that the question of whether or not claimant was an independent contractor was immaterial, the only question being whether or not he was an employee.

**INDUSTRIAL COMMISSION, et al. v. HAYDEN COAL
COMPANY, et al.**

113 Colo. 62

I. C. No. 637993

115 P. (2d) 158

Index No. 370

District Court Reversed, Commission Affirmed

En Banc.

Opinion by Bakke, J.

Claimant was injured on May 12, 1943 while employed by the Hayden Coal Company. On the morning of the accident claimant reached his employer's premises at 6:35 A. M. and went into the Company washhouse to change his clothes. The washhouse is on the employer's premises about 250 feet from the check house. Claimant pays the Company \$1.00 per month for the use of the washhouse. He was to receive instructions from his superintendent between 6:30 and 7:00 A. M. His pay commenced at 7:30 A. M. after he had taken his place in the mine. A warning whistle blew at 6:45 A. M. and again at 7:00 A. M. It was necessary that he get the check from the check house before going into the mine. After getting his check it would take about 30 minutes to reach his place of employment. As claimant was leaving the washhouse the warning whistle blew and he hurried to the check house. On his way he slipped, sustaining the injury for which compensation is sought. The question presented is whether or not the injury was proximately caused by an accident arising out of and in the course of his employment. The Court reviewed Colorado cases on this point and

HELD: "Applying the test to the case at bar, we think it is fair to say that when the employee had arrived on the premises of his employer and 'was hurrying down the pit car track' to the check room to get his mine check and lamp, in direct and immediate response to the employer's warning whistle, that he no longer had any choice in the matter. It required forty minutes for him to reach his place in the mine, and it was in the employer's interest that he get to his work on time. We think this constitutes performing services within the meaning of the act."

CARBONE AND COMPANY v. MacGREGOR

113 Colo. 241

I. C. No. 566859

155 P. (2d) 994

Index No. 371

District Court Reversed, Commission Affirmed

En Banc.

Opinion by Hilliard, J.

A widow and minor daughter filed claim for death benefits under the Compensation Act. The Commission held adversely to claimants and the District Court reversed the Commission ordering it to enter an award for full death benefits.

Decedent was employed as a salesman and while on duty was driving his car along the highway leading from Montrose to Cerro Summit. The weather was stormy and the road was slick. Decedent's car stalled and he received assistance from a highway patrolman. The car started and decedent proceeded a distance of about 150 feet and the car again stalled.

The highway patrolman went to the car and found that decedent was dead. Decedent had been suffering from a heart condition prior to this day and death was due to a heart attack. The dependents contend that fear and anxiety caused by decedent's being stalled on the slippery road brought on the attack which caused his death. The testimony of medical experts on this question was in conflict. The Supreme Court reviewed the various cases on this subject and held that the Courts are concluded by the findings of the Commission.

RESLER TRUCK LINE v. INDUSTRIAL COMMISSION, et al.

113 Colo. 287

I. C. No. 603956

156 P. (2d) 132

Index No. 372

Judgment Reversed

En Banc.

Opinion by Hilliard, J.

The Commission entered an award in favor of claimant which was affirmed by the District Court. The employer contends that the findings of the Commission are indefinite and lacking in required certainty. The Referee's order held that claimant had polyarthritis which was probably attributable to some focus of infection but which was aggravated by the accident. The Referee further found that claimant would probably be temporarily and totally disabled for a period of one year and that he would probably have sustained some permanent disability which will probably be estimated on a working unit basis. The Referee then stated that he was forced to conclude, from the medical evidence, that claimant was suffering from a condition aggravated by an accident.

HELD: "The findings are of uncertain quality, as is evident. For the most part, they are predicated on 'probabilities,' wherefrom the Referee was 'forced to conclude,' etc. In many instances, and in varying language, we have indicated the insufficiency of findings similarly couched.

"Considering that the record is replete with uncertainties, the qualified findings of the Referee are not void of consistency. Were we authorized to make fact findings, 'not so,' as our distinguished late Chief Justice Denison was wont to say, we would not be less perplexed than evidently was the Commission. The embarrassment attending arises from the rule that the Commission must make definite findings. Even the privilege that juries enjoy to 'disagree' is not available to a distraight Commission."

LEFKARAS AND INDUSTRIAL COMMISSION v. MOFFAT COAL COMPANY

113 Colo. 416

I. C. No. 491813

158 P. (2d) 386

Index No. 373

District Court Reversed, Commission Affirmed

En Banc.

Opinion by ALTER, J.

Claimant, a coal miner, sustained an injury in an accident arising out of and in the course of his employment on January 25, 1940. Referee's order was entered on April 5, 1941 awarding claimant permanent partial disability equivalent to 15% as a working unit amounting to \$2,051.87. This amount was fully paid on December 21, 1943, when claimant filed a petition to re-open. The Commission re-opened the case on its own motion on December 24, 1943. On February 1, 1944 Supplemental Order was entered by the Referee finding that claimant had a disability consisting of 20% as a working unit and awarded additional compensation in the sum of \$633.36. The District Court held that the Commission misconstrued Section 78 of the Act in granting the sum due claimant and found that the amount should be \$481.57.

The question presented is the proper method of computing the amount of 5% additional allowance. The employee contends that under Section 78 the 5% should be computed as of January 17, 1941, the date upon which temporary disability ended. Using this method the amount of the award would be \$785.87. The Commission contends that the 5% should be based upon claimant's age on February 1, 1944 (the date that the Supplemental Award was entered). Upon this basis the amount due would be \$633.36. The employer and the insurer contend that the claimant's life expectancy on February 1, 1944 should be taken but that the entire 20% disability should be calculated and then Respondents given credit for the sum paid under the first award. Using this basis the amount due would be \$481.57.

In affirming the Commission, the Supreme Court

HELD: "Here there was a determination of permanent partial disability and the award made thereunder was fully paid. However, on a subsequent hearing, a determination was made that the permanent partial disability had increased to the extent of five per cent, and under these circumstances the amount due the employee should be based upon his age at the time of the later determination. There is no finding of fact or award that the employee, on January 17, 1941, had sustained a permanent partial disability of twenty per cent, and a finding is necessary before any award becomes effective.

"The Supplemental order specifically found that claimant now has a permanent partial disability of twenty per cent as a working unit, and it is therein ordered that respondents pay compensation to claimant, starting with the day of this award, at the rate of \$14.00 per week. At the date of this award claimant was fifty-five years of age, his expectancy was 17.40 years. The weekly compensation multiplied by fifty-two gives his yearly compensation at \$728.00. This sum multiplied by 17.40 gives an earning expectancy of \$12,667.20. This earning expectancy based upon a five per cent disability from the date of the order is \$633.36. We believe the construction adopted by the Commission is authorized by Section 357, supra, and it is accordingly approved."

FRANKEL CARBON AND RIBBON COMPANY, et al. v. AARON, et al.

113 Colo. 429

I. C. No. 665563

158 P. (2d) 929

Index No. 374

District Court Reversed, Commission Affirmed

En Banc.

Opinion by Jackson, J.

This case arises out of the death by accident of William Aaron, who was employed on a commission basis as a representative of the Frankel Carbon and Ribbon Company. His contract of employment, entered into in Denver in 1930, as a traveling salesman, included the states of Wyoming, Utah, Washington and Oregon. The evidence showed that he made two trips over his territory each year and spent about six weeks between trips in Denver, which was his home. While in Denver he helped to train other salesmen and made some sales in Colorado, receiving commissions on account of such sales but nothing to help train other salesmen. The accident which arose out of and in the course of his employment occurred in the State of Washington, where his employer maintained no place of business and had no other employees. Employer carried no compensation in any state other than Colorado. Compensation was awarded by the Referee but on review by the Commission the award was vacated and the claim denied. The District Court reversed the Commission.

The question involves the interpretation of Chapter 243, S. L. 1941. The Commission found that as decedent did not perform a substantial part of his work within the State of Colorado it would have no jurisdiction unless conferred by Chapter 243, supra. Claimant maintained that Section 3 relating to employees who have been hired, or regularly employed in this state and receive an injury outside of this state applies without respect to reciprocity. The Commission construed the section to apply only to such states having reciprocal legislation. The Supreme Court in agreeing with the Commission

HELD: "Counsel for claimant is therefore forced into the position of arguing that Section 3, the middle section of the Act, must be interpreted as if it stood alone and did not rest on reciprocal legislation 'outside of this State' to make it effective, when the surrounding sections of the Act speak otherwise. This would seem to be a forced and unnatural construction, and wholly unwarranted, when to give it the construction adopted by the Industrial Commission, all of the sections of the Act are in harmony with each other.

"It appears from the record in this case that the State of Washington adopted no law recognizing the principle of extra-territoriality * * *. Therefore, Chapter 243, 1941 Session Laws, by its own terms, cannot be invoked and Section 3, being a part of the Act, is necessarily inoperative in the present case.

"The judgment of the trial court is reversed."

SANTERLI v. ROCKY MOUNTAIN FUEL COMPANY

113 Colo. 441

I. C. No. 612230

158 P. (2d) 927

Index No. 375

District Court Affirmed, Commission Reversed

En Banc.

Opinion by Bakke, J.

Claimant was injured on October 19, 1942 and on July 14, 1943 was awarded disability equivalent to 5% as a working unit. The case was subsequently reopened and by supplemental award the disability was increased to 10% as a working unit. It was agreed that the granting of the increased compensation was based upon two letters from the doctor which were admitted into evidence without objection. The first letter concludes:

"It is my opinion that this man sustained a sacro-iliac strain and a lumbo-sacrol strain at the time of his original accident and that his disability at present is due to the arthritic changes in the spine. I think his present disability amounts to 10% as a working unit."

The second letter provides:

"Since the X-rays show the definite bone changes of arthritis and your symptoms are those of arthritic condition on top of the sprain, it is my opinion that your accident has aggravated these arthritic changes, and is a definite causative factor in these changes."

HELD: "As evidence, all these letters amount to is, that the claimant suffered a strain; that his present disability of ten per cent is due to arthritic changes; and that the accident aggravated these changes and was a causative factor therein. In so far as the duty of the commission to fix the percentage was concerned, these letters were no evidence upon which to base a further award, because they completely fail to make a segregation of the increased disability that was due to aggravation caused by the accident and that caused by the natural progress

of the arthritis; therefore, the Commission was without authority to find that all of the increased five per cent was due to the accident, which was the effect of its award.

"Until there is competent testimony to show what per cent of the increased disability is due to the accident, the commission cannot 'ascertain in terms of percentage the extent of general permanent disability which the accident caused, * * *.' '35 C. S. A., 97 Para. 357."

**GREAT AMERICAN INDEMNITY CO. AND HOBSON v.
INDUSTRIAL COMMISSION AND PANKAU**

114 Colo. 91

I. C. No. 511368

162 P. (2d) 413

Index No. 376

Commission Affirmed

En Banc.

Opinion by ALTER, J.

Pankau suffered a compensable injury to his right eye, resulting in industrial blindness without correction but with correction to 40% loss of vision. The sole question was whether or not claimant should be compensated for corrected or uncorrected loss of vision.

In affirming the order of the Commission and the District Court compensating claimant for total loss of vision, the Supreme Court, in an exhaustive decision,

HELD: "We believe counsel would not contend that because an injured workman could use an artificial limb provided at the employer's expense under the amended Section 330 the statutory allowance for the loss of the limb should be reduced; then as a corollary it follows that the effect of glasses in correcting vision should not be considered in connection with the awarding of the statutory allowance for blindness of an eye."

**MOFFAT COAL COMPANY, et al. v. EVERETT MUNCY AND
INDUSTRIAL COMMISSION**

114 Colo. 183

I. C. No. 613908

163 P. (2d) 201

Index No. 377

Commission Reversed and Remanded

En Banc.

Opinion by Bakke, C. J.

Claimant, a miner working underground, suffered a compensable head injury on November 4, 1942. Subsequent neurological and eye examinations disclose this claimant had a visual defect not the result of the injury. Medical testimony was to the effect that claimant was disabled 2½% as a working unit as a result of the skull fracture and resulting loss of smell clearly attributable to the injury, and 2½% as a working unit due to headaches and blurring of vision which might well have been the result of the injury.

The Referee's award of 5% as a working unit was affirmed by the Commission and District Court.

In a four to three decision, the Supreme Court

HELD: "Until there is competent testimony to show what per cent of the indicated disability is due to the accident, the Commission cannot ascertain in terms of percentage the extent of general permanent disability which the accident has caused. Judgment is reversed and remanded to the District Court with instructions."

GREGORICH, JR., et al. v. OLIVER COAL COMPANY, et al.

114 Colo. 481

I. C. No. 694691

166 P. (2d) 993

Index No. 378

Writ Dismissed

En Banc.

Opinion by ALTER, J.

Claimant was injured March 31, 1941. He was disabled less than ten days and medical expense incurred was paid by employer. He filed no claim for compensation until January 8, 1945, some three weeks after Section 84, which relieves a claimant to whom compensation has been paid from filing his claim within six months, had been amended to provide that payment of medical, surgical or hospital expense should not be considered the payment of compensation. The Commission held the amendment not to be retroactive. Reversed in the District Court, claimant and Commission sued out a writ of error.

Plaintiff in error's brief was filed in time but no specification of points as required by Rule 111 (f) was filed. On motion of the Attorney General, leave was granted to file the specification of points, which was done December 20, 1945 without objection of respondent. Notwithstanding, in affirming the District Court and dismissing the writ the Supreme Court

HELD: "In view of the staleness of claimant's demand and the doubtful propriety of its late presentation, there is nothing herein appearing to appeal to the Court's discretion for waiving the provisions of Rule 111 (f)."

JOHNSON v. DENVER TRAMWAY COMPANY

115 Colo.

I. C. No. 630700

..... P. (2d)

Index No. 379

Judgment Reversed

En Banc.

Opinion by ALTER, J.

Herbert B. Johnson was employed, and for many years had been employed, by respondent employer as a motorman. On March 4, 1943 he was the operator of a car westbound from Denver to Golden on a single track. He was ordered by the dispatcher to take a siding at Swadley for the purpose of permitting an eastbound freight train to pass. This he failed to do and a headon collision resulted about one-half mile west of Swadley, resulting in the death of Johnson.

The only question presented was whether or not compensation to his widow should be reduced fifty per cent under the provisions of Section 83 of the Workmen's Compensation Act; 362, Ch. 97, C. S. A. '35.

In reversing the Commission and the District Court the Supreme Court

HELD: "The burden of establishing that the decedent's death was the result of his 'wilful failure' to obey a reasonable rule was upon the Tramway Company. Decedent's failure to stop at Swadley in obedience to his train orders may have been the result of carelessness, negligence, forgetfulness, remissness or oversight, or it may have been occasioned by his failure to observe the switch at Swadley because of the snowstorm. Such would not necessarily be 'wilful failure' because any of them might occur without a 'deliberate intent' on the part of decedent and would not of itself establish a 'wilful failure' as those words are construed in *Stockdale v. Industrial Commission*, *supra*.

" 'Wilful failure' on decedent's part justifying a reduction in the statutory award had to result from a deliberate intent on his part to disobey the rules of the Tramway Company as well as the orders of the train dispatcher."

DRAKE v. HODGES

114 Colo. 10

161 P. (2d) 338

Index No. 380

Judgment Affirmed

In Department.

Opinion by BAKKE, C. J.

The accident which resulted in the death of Hodges occurred when the Buick car in which he was riding was struck by a gravel truck owned by Drake and operated by Decker. The State Highway Department had leased and was operating several trucks, including the one involved in the collision, and just prior to the accident several of them—the drivers of which had completed their work for the day—were being driven in a southerly direction toward Craig. The men were apparently anxious to arrive at their destination and there was evidence that the drivers of the Drake truck and another had been racing; that Decker had pulled out of his line of traffic to his left to pass the truck ahead of him; that suddenly the Hodges car appeared over the brow of a hill traveling north, i. e., coming toward Decker; that Decker tried to resume his place in the line of traffic but deciding he could not do so, pulled over farther to the left to get into the adjacent borrow pit; that in doing so he struck the Buick car, Hodges being instantly killed. There is no doubt that Hodges was proceeding at a rapid rate of speed but as to whether he was exceeding the speed limit the evidence was in conflict.

At the time of his death Hodges was an employee of a Wyoming oil company and was returning to Casper. His widow applied for and received compensation under the pertinent Wyoming Act. She also had an agreement with the Wyoming Fund whereby she was to reimburse it from the proceeds of any judgment collected in this suit. Judgment was in her favor for the sum of \$5,000.00.

Defendants stressed three points of their Specifications for reversal.

1. Plaintiff having elected to claim compensation under the Wyoming Act cannot maintain this suit.
2. Hodges was guilty of contributory negligence as a matter of law.
3. Decker was not acting as an employee of Drake at the time of the accident.

In affirming the judgment the Supreme Court

HELD: "1. On the general proposition that a person who has a cause of action against the third party tort-feasor for damages for wrongful death or injury does not lose or waive it by exercising another right based on a claim for Workmen's Compensation is settled beyond dispute in this jurisdiction (citing cases) * * *. The purpose of Workmen's Compensation Acts is to protect all workmen save those specifically excluded from their provisions. They do not concern rights of action by employees against third party tort-feasors except as to the proper allocation of the amounts recovered.

"2. Even if Hodges was violating the speed limit the testimony of which was in conflict, the negligence would have been no more than prima facie and unless it was the proximate cause of the accident it still would not preclude recovery if the negligence of Decker was the proximate cause.

"3. It is conceded that Drake owned the truck and during the working day it was under temporary bailment to the Highway Department but the evidence shows that at the time of the accident Decker had finished his work for the day and was under duty to Drake to return the truck to the trailer camp at Craig that night. Therefore, even assuming that Decker was not an employee of Drake during the working day the jury was justified in finding that at the time of the accident he was such an employee."

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