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TWENTIETH REPORT OF THE Industrial Commission of Colorado

For the Period
July 1, 1946
TO
June 30, 1948

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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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20TH - 26TH

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Publication Approved by James A. Noonan, Controller



D331 C7i

20th-26th 1946-48-1958-60

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 July 1, 1946 to June 30, 1948.

WILLIAM I. REILLY,
WELDON W. TARBELL,
H. E. DILL,
Commissioners.

FEAY B. SMITH,
Secretary-Referee.

DAVID F. HOW,
Referee-Director.

JOHN H. SHIPPEY,
HERBERT M. MUNROE,
Referees.

RECOMMENDATIONS

WORKMEN'S COMPENSATION ACT

SECTION 63

By reason of a decision of the Colorado Supreme Court handed down September 22, 1947, being Case No. 15919, before that Court and titled Moffat Coal Co. et al vs. Mary Elizabeth McFall et al 117 Colo—, Section 63 should be amended to remedy a situation now existing in the law. The result of the McFall case is that in an instance where death results from a compensable injury more than two years after it occurs, the surviving widow or other lawful dependents have no claim before the Industrial Commission for death benefits, but that if death occurs more than two years after a compensable injury **not** as a result of that injury, the lawful dependents do have a claim before the Commission.

It seems unfair and not within the general intent of the Workmen's Compensation Act that the law should be such. Accordingly, it is proposed that Section 63 be amended by striking from the first sentence thereof the words "within a period of two (2) years" which words are the apparent cause of the present interpretation of the law as expressed in the McFall Case and have resulted in the existing conflict depriving certain dependents of rights to which they are equally or more deserving than those now confirmed in another class of dependents.

SECTION 85

This section presently provides that any disability beginning more than five years after an accident is conclusively presumed not to have resulted from that accident. It is felt that in view of the previous recommendation this section should likewise bar a death occurring more than five years after an accident. This can be simply accomplished by inserting the words "Death occurring or any disability" for the first two words in the first sentence of the section.

There is a section (62) which raises a *prima facie* presumption after two years following an accident that death is not the result of accidental injury. With the change recommended in Section 63 and the Amendment of Section 85, the result would be that dependents of persons injured in compensable accidents would have death claims up to five years following the injury whether the death resulted from the injury or not. In case of an accident connected death the dependents could claim the unpaid balance up to maximum death benefits, and in case of non-accident connected death the dependents could claim the unpaid balance of benefits awarded on account of the injury up to maximum death benefits.

SECTIONS 53 AND 54

There is in the Workmen's Compensation Act a conflict as to the date to be used in determining dependency and commencing compensation payments. The above designated sections prescribe the date of death as controlling whereas elsewhere throughout the Act the date of accident controls. For purposes of uniformity, these sections should be amended to be operative from the date of accident.

SECTIONS 154-161

Sections 154-161 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 161 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, and that when the tax in any year exceeds \$20,000.00, any excess shall be transferred to the General Revenue Fund.

Without exception those conversant with this situation have expressed the opinion, and the Commission agrees and recommends, that Section 161 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 diverted for purposes other than for which it was intended. We earnestly recommend such an amendment.

Section 159 of the Act reads: "All funds received by or for the Industrial Commission of Colorado under the provisions of this Act shall be devoted solely to defray the expense of promoting and encouraging the adoption in industry of safety devices, standard safety methods, and the continuous study and improvement thereof, including the salaries of any employees, fees of experts, lecturers, and teachers appointed or employed in accordance with law."

Although the legislature has appropriated to the use of the Commission almost the entire \$20,000.00 made available by the statute, the employees which the Commission may hire and expenses which the Commission may incur in this Department, limit the work which may be accomplished in this field. At least two (2) additional inspectors are required, at salaries sufficient to attract competent safety men, to adequately implement this program.

During the past biennium the Commission has turned over to the State Treasurer for deposit in the General Fund \$11,159.88 of the monies collected for the specific purpose of promoting safety in industry, most of which was in excess of the \$20,000 limitation. The Commission believes that insurance carriers, self-insurers, and the workmen of the State are justly entitled to complain when monies collected from a small group to provide safety for the workmen concerned are diverted to the General Fund and not expended in behalf of accident prevention.

LABOR RELATIONS

The following is a resume of the cases handled by the Industrial Commission during the biennium, with an epitomized account of each case. It will be noted that there have been more notices received by the Commission than in any two-year period since the inception of the Act in 1915.

More than eighty per cent of the cases have been settled by mutual agreement between the parties involved. We have been most fortunate, in comparison with other states, in the number of cases where there has been stoppage of work.

In cases involving a work stoppage this Commission since its inception has held no hearings, and few conferences, until both sides have agreed to maintain working conditions as the same existed prior to the stoppage of work.

The Taft-Hartley law seems broad enough to intervene in almost any industry. In such a situation, delays and jurisdictional disputes could arise between the National Labor Relations Board and the Industrial Commission. However, no such delays have developed. Our objective has been to maintain industrial peace, and we believe that is the intent of the legislature and the Governor.

Case 3854. Delivery and Taxi Cab Drivers and Helpers Union vs. Safeway Stores, H. A. Marr Grocery Co., Miller's Groceries Co., Yoelin Bros. Merc. Co., Morev Merc. Co., Knoebel Merc. Co., Erdman Merc. Co., Bluhill Foods, Inc., Piggly Wiggly Western Co., Associated Grocers of Colo., Farrow Merc. Co., Ace Merc. Co., Millar Coffee Co., Doran Coffee Co. This file consists of a letter from the Union and a copy of the letter addressed to the Mountain States Employers' Council, concerning the desire of the Union to open its contract for certain changes. Investigation indicated that the negotiations were carried on to a satisfactory conclusion, whereupon we closed our file.

Case 3855. Journeymen Plumbers and Steamfitters Union, Local No. 58 vs. Master Plumbers of Colorado Springs. The correspondence in this case indicates that the negotiations resulted in an agreement within the statutory time, and we therefore closed our file in the case.

Case 3856. Retail Clerks International Protective Association, L. U. No. 454 vs. The May Company. This case was brought to the attention of the Commission in September, 1946. It arose through the efforts of the Union to establish a working agreement with the employer. The labor laws of Colorado were observed by the parties and the dispute resulted in a strike, which the Commission was unsuccessful in averting. A petition from the employer was entertained by the Commission, which, after a considerable amount of negotiation, figured in the final agreement and the cancellation of the strike.

Case 3857. Denver Moving Picture Machine Operators' Protective Union, Local No. 230 vs. Alameda, Cameron, Colorado, Comet, Palace, State, Gem, Victory, Mexico and Roxy Theatres. A letter from the Union informed the Commission that new contracts were being sought by the operators with the above named theatres. The Commission's services as mediator were not required, as a satisfactory settlement was reached between the principals.

Case 3858. Biscuit & Cracker Workers Local Union No. 240, Bakery and Confectionery Workers International Union of America vs. National Biscuit Co. The negotiations in this case were carried on in good faith by the parties concerned, and the few changes sought by the Union were granted. When the Commission was so informed, the file was closed.

Case 3859. International Union of Operating Engineers, Local Union No. 1 vs. Armour and Company. This case was mediated by the Federal Conciliation Service. Upon receiving this information we closed our file.

Case 3860. International Union of Operating Engineers, Local Union No. 1 vs. Skelly Oil Co. Our file in this case consists of a letter from the Union stating that it intended to open its contract for renegotiation. The Commission was later notified that an agreement had been reached and the file was closed.

Case 3861. International Union of Operating Engineers, Local Union No. 1 vs. National Biscuit Co. This file consists of a letter from the Union informing us of its intention to renegotiate its contract with this employer. The efforts of the Commission to learn more about the case were unavailing; therefore, the file was closed at the expiration of the statutory time.

Case 3862. Delivery and Taxi Cab Drivers & Helpers Union No. 435 vs. Ambrose & Company. The papers in this file indicate that negotiations were delayed, owing to unavoidable circumstances, but that there was never at any time a dispute that could not be settled by the parties concerned. File in the case was closed when the Commission was informed that an agreement had been reached.

Case 3863. Delivery and Taxi Cab Drivers and Helpers Union No. 435 vs. Ambrose & Co. Food Products, Inc. This is a companion case to No. 3862. The negotiations were carried on simultaneously and the agreements reached at the same time.

Case 3864. Delivery and Taxi Cab Drivers & Helpers Union No. 435 vs. Package Delivery Service. Negotiations were carried on in a satisfactory manner. The services of the Commission were not sought in the reaching of the settlement which followed.

Case 3865. International Union of Retail, Wholesale and Department Store Employees of America, C.I.O. vs. Omar, Inc. Proper notices were received in respect to a labor dispute that arose between these parties. A settlement, however, was reached within a reasonable time without the intervention of the Commission.

Case 3866. Operative Plasterers' and Cement Finishers' International Association, Local No. 58 vs. Pueblo Contractors. This case came to the attention of the Commission when it was informed by the Union officials that an increase in wages was desired. The Commission informed the Union of the routine to be pursued to be in compliance with the laws. It was not necessary to intervene further in the case.

Case 3867. United Brotherhood of Carpenters and Joiners of America, Local Union No. 244 vs. Grand Junction Contractors. This case consists of a letter from the Union declaring that its existing contracts would be null and void after October 1, 1946, and the Commission's informing them of what was expected in the way of procedure. Nothing further was heard in regard to the matter.

Case 3868. Amalgamated Clothing Workers of America, Local No. 3 vs. Denver Retail Merchants' Assn. This file consists of a letter from the Union informing us of its desire to meet with the employers concerning a new wage schedule, and a copy of a letter from the Union to the Denver Retail Merchants' Ass'n to the same effect. Although the Industrial Commission had acted as mediator in other cases between said parties, the Commission was not called upon in this case to assist in reaching an agreement.

Case 3869. International Union of Retail, Wholesale and Department Store Employees of America, C.I.O. vs. Arden Sunfreeze Creameries, Inc., Grand Junction. The Commission received a notice from the Union indicating that a contract was sought by it with this employer. Later an information report was received which indicated that little progress had been made. Case was closed at the expiration of the statutory time.

Case 3870. Amalgamated Ass'n of Street, Electric Railway and Motor Coach Employees of America, Division 1001 vs. Colorado Motor Way, Inc., and Denver Cab Company (Denver-Silver Plume run only). The laws in regard to notification to the Commission were observed in this case, and the negotiations were carried on following such notification. The Commission was not requested to act as mediator, although the case was held open for an unusually long time in order to be available in the event its services were requested. Receiving no such request, we closed our file on October 22nd, 1946.

Case 3871. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Safeway Stores, Inc. Notice was received from the Union concerning its desire to institute a new contract with the above employer. The Commission was informed that the negotiations resulted satisfactorily for all parties concerned.

Case 3872. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Denargo Market Produce Firms. On August 23, 1946, the Commission received a notice from the Union that the annual contract negotiations with these firms were about

to be undertaken. Although later information indicated that the proceedings were slow, an agreement was finally reached without assistance of the Commission.

Case 3873. Bindery Workers' Union Locals Nos. 29-58 vs. W. H. Kistler Stationery Co. This case came to the attention of the Commission on information from the Union to the effect that extended negotiations had broken down. Later a letter was received from the employer stating his side of the case. Upon further inquiry, both sides were informed as to their rights and the requirements of the law. The case was held open for the statutory period, and upon information given the Commission that the Federal Mediation Service had been drawn into the dispute, the Commission terminated its jurisdiction on October 30, 1946.

Case 3874. United Packinghouse Workers of America, C.I.O. vs. Armour & Co., Swift and Co., Cudahy Packing Co., Colorado Animal By-Products Mfg. Co. and National Food Stores, Inc. This file consists of information to the effect that strike notices were being served by the Union to comply with the Colorado law, that a strike, if any, would be called by the International officers. All negotiations were carried on in Chicago. The Commission, therefore, was not instrumental in effecting a settlement.

Case 3875. Biscuit & Cracker Workers Local No. 240, Bakery and Confectionery Workers International Union of America vs. American Beauty Macaroni Co. and Western Union Macaroni Co. This case consists of a notice of the expiration of contracts with the American Beauty Macaroni Co. and the Western Union Macaroni Co. Further inquiry elicited the information that although the negotiations were prolonged, a satisfactory settlement had been reached, retroactive to the expiration of the contracts.

Case 3876. International Union of Operating Engineers, Local Union No. 1 vs. American Stores Company, Lincoln Packing Division. This file consists of a brief letter indicating that the Engineers intended to renegotiate a contract with this firm. Further inquiry revealed nothing more. After holding the case for thirty days, the file was closed.

Case 3877. Pueblo Typographical Union No. 175 vs. Star-Journal Publishing Corp. In this case a demand was made by the Union for certain changes in the existing contract. Later a letter was received from the employer stating its side of the case. The Commission held the case open longer than the statutory time in order to be of service to the parties, if such service should be requested. The parties concerned chose other means of reaching an agreement, which was satisfactory to the Commission.

Case 3878. Beet Sugar Refinery Employees Union vs. Great Western Sugar Co. This file consists of copies of letters between the Union and the company and between the Union and federal agencies together with information that after negotiations a settlement had been reached, whereupon the case was closed.

Case 3879. Amalgamated Meat Cutters and Butcher Workmen of N.A., Local Union No. 634 vs. Denver Retail Meat Markets. Our information is that negotiations were carried on in this case in good faith and sincerity and that a satisfactory agreement was effected within a reasonable time. We therefore closed our file in the case.

Case 3880. Colorado Springs Typographical Union No. 82 vs. Gazette-Telegraph Co. A dispute arose between these parties which it appeared could not be reconciled by any outside party. Correspondence in the case set forth the claims of each party to the controversy. The dispute finally resulted in a strike, which, under the circumstances, was unavoidable. When it became apparent the Commission could be of no further assistance, the case was closed.

Case 3881. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Denver, Colorado Springs and Pueblo Motorways, Inc. and Service Garage. Negotiations were carried on with these two firms simultaneously because of their close connection. It appears that no insurmountable dispute arose, and that a settlement was reached in due time.

Case 3882. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Prest-O-Lite Co. No difficulty was encountered in reaching an agreement between these parties. At the expiration of the statutory period, the Commission closed its file in this case.

Case 3883. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Linde Air Products Company. Our services were not requested in the negotiations that took place following the notification received by the Commission from the Union of its desire to negotiate a contract.

Case 3884. Office Employees International Union, Local No. 5 vs. Denver-Chicago Trucking Co. Negotiations that resulted after notice had been given to the Commission were conducted under the sponsorship of the N.L.R.B. After holding the case for thirty days, the file was closed.

Case 3885. International Brotherhood of Electrical Workers Local No. 12 vs. City Electric and Refrigeration Co., Collier Electric Co., Kyle Electric Co., Lynch Electric Co., Main Electric Co., Rheuff Electric Co., Salida Electric Co., and Shomaker Electric Service, of Pueblo. This case arose from a desire on the part of the Union to increase the scale of wages. The case was re-

ferred to the Wage Adjustment Board and, despite our efforts to learn the outcome, we were not advised. Therefore, we closed our file at the expiration of the statutory period.

Case 3886. Retail Food Clerks Union, Local No. 7 vs. Denver Union Retail Grocers. The services of the Commission were not requested in the negotiations which followed the notice from the Union that certain changes in working conditions and in hourly wage rates were desired by the Union. Negotiations between the Union and the Colorado Employers' Council, representing the employers, were carried on at great length without the intervention of the Industrial Commission. A contract was finally signed, presumably to the satisfaction of all concerned.

Case 3887. International Brotherhood of Electrical Workers vs. KFEL. Notice was received from the Union that a serious dispute had arisen between the Union and the employer. The Union gave notice of intent to strike unless certain conditions were met, and the employer informed the Commission that it was a matter of indifference to him. Since both sides considered that there was nothing to mediate, the Commission closed its file at the end of the statutory time.

Case 3888. Bakery and Confectionery Workers of America, Local No. 240 vs. Hall Baking Company. Proper notices were received from the Union concerning the negotiations undertaken to renegotiate its contract. A settlement was reached in a reasonable time, whereupon the Commission closed its file.

Case 3889. Amalgamated Butcher Workmen of N. A., Local Union No. 641 vs. K. and B. Packing Company. Notice was received from the Union that a renegotiation of its contract was desired. There was no stoppage of work before a new agreement was reached. Case closed.

Case 3890. International Union of Operating Engineers, Local No. 1 vs. Pepper Packing and Provision Co., K. & B. Packing and Provision Co., Capitol Packing Co., Adams Packing and Provision House and the National Food Stores. A letter was received from the Union stating that wage changes were proposed to the above named firms. No one appealed to the Commission for assistance and it was assumed that the case was satisfactorily settled.

Case 3891. International Union of Operating Engineers, Local No. 1 vs. General Iron Works. All the information received by the Commission in this case is that the Union intended to open its agreement with said employer for renegotiation.

Case 3892. International Union of Retail, Wholesale and Department Store Employees of America, C.I.O., vs. W. L. Douglas Shoe Co. A strike notice was received alleging a discriminatory discharge of a Union member. Since no assistance was requested and no strike resulted, the difficulty was ironed out between the parties.

Case 3893. Amalgamated Clothing Workers of America, Local No. 263 vs. Gross Wholesale Tailors, Inc. and Arthur Rose Tailors, Inc. Proper notices were submitted to this Commission to comply with the Colorado law. The contract between this Union and above named firms provides for increases or decreases depending on rates in the industry in general. The only question arising was the percentage of increase in this case. Our files indicate that a satisfactory settlement was reached after short negotiations.

Case 3894. International Brotherhood of Electrical Workers, Local Union No. 113 vs. Electrical Contractors of Colorado Springs. This file consists of a copy of an agreement which was signed by this Union and the employers for its members.

Case 3895. International Union of Operating Engineers, Local Union No. 1 vs. Colorado-Wyoming Gas Co. This file consists of a letter from the Union concerning its intention to open its agreement for renegotiation. Our request for further details was unanswered.

Case 3896. Silver Bell Mines Co. vs. United Mine Workers of America. This file consists of a petition filed by the employer to hold an election to form a legal basis for an all-union agreement. Such an agreement was requested by the Union and the company under the Colorado Labor Peace Act, believing that such an agreement would not be legal without an affirmative vote of 75% of their employees, the election was held by the Commission and the results verified, whereupon we closed our file in the case.

Case 3897. Bakery and Confectionery Workers International Union of America, Local Union No. 240 vs. Old Homestead Bakery. Negotiations were carried on between the Union and the Company and culminated in an agreement satisfactory to all parties concerned.

Case 3898. International Union of Operating Engineers Local Union No. 1 vs. Liquid Carbonic Corp. In this file we have a letter from the Union informing us that its agreement with this company was open for renegotiation. As the services of the Commission were not requested, the file was closed.

Case 3899. Robert J. Forman, Joe Boland and Max Cornella vs. City of Leadville. The parties to this case constitute the Street Department of the City of Leadville. They, in unison, petitioned the City for an increase in wages. Their endeavor was to comply with the Colorado statutes regarding the proper notification. The laws were observed according to the directions of the Commission, and the dispute resulted in a short strike, after which we were informed that the whole matter had been settled amicably.

Case 3900. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 6 vs. Arden Sunfreeze Creameries, Inc. This file consists of an inquiry from the Union as to the proper procedure in carrying on negotiations and to give the proper notices, and the replies of the Commission. Apparently this was all that was necessary in the case as the Commission received no request from either the Union or the company for further intervention.

Case 3901. Amalgamated Butcher Workmen of North America, Local Union No. 641 vs. Lindner Packing and Provision Co. This file consists of a strike notice, our information and comments on same, and a copy of the agreement which was finally negotiated.

Case 3902. Painters, Decorators and Paperhangers of America, Local Union No. 171 vs. Linoleum Contractors of Colorado Springs. In this file appears the schedule of rates of the Painters, Paperhangers and Linoleum Layers in the Union shops of the Colorado Springs area. This file is open for inspection by any interested parties if that should be required.

Case 3903. Journeymen Plumbers and Steamfitters, Local Union No. 451 vs. Rodgers Plumbing and Heating Company, Warren Riddell, Powell Plumbing and Heating, G. A. Winn Plumbing and Heating, and John B. Longmore of Fort Collins. This case arose through the complaint of the employers that the employees were illegally on strike. Intervention by the Commission disclosed that the complaint was essentially correct. The employees were ordered back to work by the Commission, with which order they complied. Later proper notices were given and some negotiations were carried on. They did not result in an agreement, however, until after another strike—in this instance, a legal strike—had been called. The case was closed when the employees went back to work for the second time, and upon the issuance of findings of fact and award by the Industrial Commission.

Case 3904. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. John Austin Construction Co.

Case 3905. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. Granby Constructors.

Case 3906. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. J. H. and Monaghan and Associates.

Case 3907. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. Gordon Bressie & Brevanda Construction Company.

Case 3908. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. Rhodes Brothers and Shafner Construction Co.

Case 3909. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. Hinman Construction Company.

Case 3910. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. Grafe-Callahan Construction Co. and Gunther & Shirley Company.

In each of the above entitled cases the Union considered it advisable to give the Commission the strike notice as required by Section 11-2 of the Labor Peace Act. Separate contracts had been in existence between the above named Union and employers on the Big Thompson Water Project. The negotiations concerning new wage rates were carried on simultaneously with all the employers. No insurmountable difficulties arose, and the new contracts were signed with the employers as a group.

Case 3911. International Union of Operating Engineers, Local Union No. 1 vs. Central States Electric Company. The Commission received a letter from the Union stating that it intended to open its agreement for renegotiation. Hearing nothing further in regard to the matter, the file was closed.

Case 3912. Delivery and Taxi Cab Drivers and Helpers No. 435 vs. A. Carbone & Co., Midwest Liquor Co., Reuler Lewin & Co., Plains Distributing Co., United Liquors Corp., Ambrose & Co., and Colorado Beverage Co. The Commission was notified by the Union that identical contracts with these firms were being renegotiated. Further inquiry by the Commission indicated that negotiations were carried on in good faith and that the difficulties were successfully ironed out.

Case 3913. Hod Carriers, Building and Common Laborers' Union of America, Local No. 813 vs. J. H. Monaghan and Associates, Grand Junction.

Case 3914. Hod Carriers, Building and Common Laborers' Union of America, Local No. 398, Boulder vs. Platt Rogers, Inc.

Case 3915. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. A. S. Horner Construction Co. of Fort Collins.

Case 3916. Hod Carriers, Building and Common Laborers' Union of America, Local No. 720 vs. Peter Kiewit Sons Company.

Case 3917. Hod Carriers, Building and Common Laborers' Union of America, Local No. 813, Grand Junction, vs. A. R. Schmidt, Kremmling.

Case 3918. Hod Carriers, Building and Common Laborers' Union of America, Local No. 398, Boulder vs. Prepakt Concrete Co.

The various unions above named carried on negotiations with the several above named contractors jointly. A joint agreement was reached after short negotiations with all of them. Upon being so notified, the Commission closed its file.

Case 3919. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 6, Grand Junction vs. Rio Grande Motorway, Inc., and West Coast Fast Freight Lines. This case was brought to the attention of the Commission by the Union. It consists largely of correspondence imparting information as to procedure. The case was closed at the end of the statutory time.

Case 3920. Operative Plasterers' International Union No. 32 vs. Contracting Plasterers Ass'n, Denver. During the spring of 1947 there was considerable discussion between the building trades and the general contractors. Disputes that arose were eventually settled in connection with other disputes involving other people. This case is a record of one of those disputes.

Case 3921. Painters Local Union No. 79 vs. Union Painting Contractors of Denver. This is a companion case to 3920.

Case 3922. Painters, Decorators and Paperhangers, Local Union No. 302, vs. Painting and Decorating Contractors of America, Pueblo Chapter. Painters in Pueblo stopped work in union following a dispute as to the rates of pay. The investigator for the Commission addressed a meeting of the painters on January 15th. The following morning they returned to work. Later in the day he presided at a negotiation meeting, which resulted in agreement between the painters and contractors. We thereupon issued an order terminating our jurisdiction in the case.

Case 3923. United Brotherhood of Carpenters and Joiners of America, Local Union No. 362 vs. King Investment and Lumber Company and Newton Lumber Co. This file consists of a letter from the Pueblo Carpenters informing us of negotiations then in progress. The intervention of the Commission was not asked, and the file was closed at the end of the statutory thirty-day period.

Case 3924. Union Painting Contractors Ass'n vs. Painters Local Union No. 79. This file contains correspondence relating further to the controversy in No. 3921.

Case 3925. Brotherhood of Carpenters and Joiners of America, Local Union No. 55 vs. Associated General Contractors, Allied Contractors Ass'n, and the Denver Home Builders Ass'n. Notice was given by the Carpenters as to the situation in the building industry in December, 1946. Subsequently a copy of the agreement which was negotiated and signed was received and made a part of this file.

Case 3926. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 24 vs. Building Construction Contractors of Denver Area. The iron-workers were involved in the confusion existing in the building industry in the latter part of 1946. This file consists of correspondence relating thereto.

Case 3927. United Brick and Clay Workers Local Union No. 938 vs. Longmont Brick and Tile Co., Golden Brick Co., Robinson Brick and Tile Co., and Denver Sewer Pipe and Clay Co. A threatened strike was averted in several of the brick plants in and near Denver by the intervention of the Commission, after we received information to the effect that such a strike was contemplated. The whole controversy was resolved in due time and a contract signed.

Case 3928. Newspaper Guild of Denver, Local Union No. 74 vs. Rocky Mountain News. Notice was received from the Guild to the effect that a new agreement was desired. The matter was also referred to the N.L.R.B. and the Conciliation Service. Intervention by the Commission was not invited. We, therefore, closed our file in the case at the end of the statutory time.

Case 3929. International Union of United Brewery, Flour, Cereal and Soft Drink Workers of America vs. Tivoli Brewing Co., Denver. We received notice from the Brewery Workers concerning a dispute in reference to the interpretation of its existing contract. This was a dispute arising from dual unionism. The matter was ironed out without a stoppage of work and our file in the case was closed.

Case 3930. United Brotherhood of Carpenters and Joiners of America, Local Union No. 244 vs. General Contractors of Grand Junction. The Commission received a letter from the Carpenters of Grand Junction setting forth their proposed rates for the coming year. We directed the Union to contact the various employers with the idea of negotiating an agreement. Having heard nothing further from the matter we assume that was done.

Case 3931. Sheet Metal Workers' International Ass'n, Local Union No. 9 vs. Sheet Metal Contractors of Denver. The Sheet Metal Workers were involved in the general interruption and slow-down in the building industry. This file consists of the demands of said Union and full directions as to the proper procedure.

Case 3932. Pueblo Printing Pressmen and Assistants' Union No. 163 vs. Pueblo Star Journal Publishing Corp. This file is in compliance with Section 31 of the Industrial Commission law. The services of the Commission were not solicited. Further information was to the effect that an agreement had been reached between the parties.

Case 3933. Operative Plasterers' and Cement Finishers' International Ass'n, Local No. 577 vs. Cement Contractors of Denver. This file consists of a letter which informed the Commission of the terms on which the Cement

Finishers would work for the year 1947. The information given the Commission is that a general agreement was signed which included all building trades.

Case 3934. Warehouse and Distribution Workers Union No. 217 vs. Flaks, Inc. Notice was given the Commission by the Union of its desire for a contract between the employees and the management of Flaks, Inc. The Commission was not required to take a part in the negotiations that followed. Therefore, the file was closed at the end of the statutory time.

Case 3935. Tile Layers, Marble Masons and Terrazzo Workers Union No. 6 vs. Tile Contractors of Denver. This file consists of a letter stating the position of the Union in the building trades negotiations then under discussion. The further information given the Commission indicated that negotiations were carried on which finally resulted in a general agreement.

Case 3936. United Farm Equipment and Metal Workers of America, C.I.O. vs. Heckethorn Mfg. and Supply Company. The United States Conciliation Service was asked to intervene in the settlement of the dispute that was reported in this file. After a reasonable time, the case was closed.

Case 3937. Amalgamated Butcher Workmen of N. A., Local Union No. 641 vs. Lindner Packing Co., Denver. This file consists of correspondence concerning a dispute that was settled between the parties to their mutual satisfaction.

Case 3938. International Hod Carriers, Building and Common Laborers Union of America, Local No. 720 vs. Heavy, Tunnel and Highway Contractors. We have in this file a copy of the agreement signed by Local 720, and the present highway contractors. This is available for future reference at any time that it might be desired. We were not notified of the matter before the contract was signed.

Case 3939. International Union of Operating Engineers, Local Union No. 1 vs. Denver Sewer Pipe and Clay Company. This file is incomplete in that insufficient information was sent by the Union. We closed our file in the case 30 days after the first letter was received.

Case 3940. International Union of Operating Engineers, Local Union No. 1 vs. Colorado Insulating Company. This case was reported at the same time as No. 3939, and the status of the case is the same.

Case 3941. United Brotherhood of Carpenters and Joiners of America, Local Union No. 2243 vs. Durango Contractors. This file consists of a letter explaining that certain negotiations had taken place and agreements reached to the satisfaction of the parties concerned and a letter of congratulations on the happy outcome.

Case 3942. Roofers Local No. 42 vs. Associated Roofing Contractors, Denver, and Contractors of Colorado Springs, Pueblo, and Grand Junction. This file is incomplete for the reason that information was not forthcoming. The Commission, therefore, closed the file for lack of prosecution.

Case 3943. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Lindner Packing Company. The Commission was notified of a possible strike arising out of the negotiations for a new contract. Subsequent inquiry revealed that a satisfactory settlement had been reached.

Case 3944. Clyde Merris vs. Employees. This file consists of a petition by the employer to increase the wages of his employees. He was informed that the Industrial Commission would have no objection to such an increase.

Case 3945. Bricklayers and Masons International No. 4 vs. Colorado Springs Builders' Ass'n. Notice received from Union of a demand for an increase in wage rates. A dispute arose concerning the proposed increase in rates and also in the procedure to be followed. A request for a hearing was received and a hearing set for the 6th of March, 1947, at the Court House in Colorado Springs. Before the hearing took place an agreement was reached between the principals and the hearing was thereupon canceled and the case closed.

Case 3946. International Hod Carriers' Building and Common Laborers' Union of America, Local Union No. 720 vs. City and County of Denver. A notice was served on the Commission merely to comply with the statutes, but at no time was there a dispute which would require the intervention of the Commission.

Case 3947. Bricklayers and Masons International Union No. 2 vs. Pueblo Building Contractors. Notice of a desired change in rates was received from the Union, which was followed by correspondence from the several parties concerned, and letters from the Commission advising the proper procedure. As there was no request for a hearing, the file was duly closed.

Case 3948. United Brotherhood of Carpenters and Joiners of America, Local Union No. 1231 vs. Canon City Building Contractors. This file consists of a notice of a desire for a wage increase received from the Union. As there appeared to be no serious dispute as to the changes desired, the Commission closed its file in the case at the end of the statutory time.

Case 3949. Lathers Local No. 49 vs. Pueblo General Contractors' Association. The Union notified the Commission of a request for a change in wage rates in the Pueblo area. As all the building trades and the general contractors agreed to new rates for the industry, the services of the Commission were not required.

Case 3950. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Red Dot Oil Company, Tire Shop. Negotiations were carried on by the representatives of the Union and the company. The file was held open an unusually long time on the supposition that the services of the Commission might be required, but when it became apparent they would not be needed, we terminated jurisdiction in the case.

Case 3951. United Brotherhood of Carpenters and Joiners Local Union No. 882 vs. Employers. The Carpenters of Louisville contacted the Commission concerning an increase in wages. After advising them as to procedure, nothing further was heard of the case.

Case 3952. United Steelworkers of America, C.I.O., District No. 38, Locals Nos. 2102, 3267, 3751 and 3856 vs. Colorado Fuel and Iron Company. Several changes in contracts were desired by the various locals employed by this company. The services of the Commission were not solicited, and we were later informed that a satisfactory contract had been signed.

Case 3953. Painters Local Union No. 284 vs. Contractors of Boulder. From the papers in this file it appears that the painters and contractors in the Boulder area were in complete agreement as to changes in wage rates.

Case 3954. International Hod Carriers' Building and Common Laborers' Union of America, Local No. 720 vs. Colorado Insulating Co. Notice of a strike was received from the Union. We contacted both the Union and employer and an agreement was signed up between them at a later date.

Case 3955. Lathers' International Union, Local Union No. 68 vs. Denver Plastering Contractors. The Lathers' Union was a part of the building trades industry, which settled its differences early in 1947, after a period of confusion and indecision. This file pertains to that situation.

Case 3956. Granite Cutters' International Ass'n, Colorado Branches vs. Employers. The Granite Cutters demanded a new contract, with certain changes, from their employers. The contacts made by the Commission with both sides resulted in a signed agreement, which is on file in this office.

Case 3957. Bricklayers' and Masons' International Union, Local No. 4 vs. Colorado Springs Builders' Association. A dispute arose between the employers and employes in the building industry in the Colorado Springs area. It appeared from the negotiations that a settlement could not be made between the parties, and a hearing was set to decide the issues. However, prior to the hearing, both sides did reach an agreement. The hearing was, therefore, canceled and the case closed.

Case 3958. United Packinghouse Workers of America vs. National Food Stores, Inc. The Commission received notice of a pending dispute over wages in this case. Contacts with both sides indicated that an agreement would be possible between the parties. That agreement was later consummated and the Commission therefore closed its file in the case.

Case 3959. James Motor Company vs. Mechanics. This file consists of information concerning a proposed change by the employer in his method of paying wages. The change did not constitute a reduction in wages. Having assured itself that the requirements of the law had been observed, and receiving no protest against the proposals submitted, the Commission closed its file.

Case 3960. Glass Workers and Glaziers Local Union No. 930 vs. Employers. This file consists only of a letter from the Union notifying the Commission of its intention to negotiate changes in its agreements, changes to become effective April 1, 1947. This letter contained such meager information that it could not be answered.

Case 3961. International Association of Marble, Stone and Slate Polishers, Rubbers and Sawyers; Local Union No. 85, Marble, Tile and Terrazzo Helpers vs. Tile and Marble Contractors' Ass'n of America. The proposed agreement of the above union was submitted to the Commission with its letter of Feb. 6, 1947. The Commission thereupon directed the Union as to the proper procedure to be followed, which apparently was complied with. The Commission received no protest or request for intervention from any party concerned, and the file was closed.

Case 3962. The employees of the Mountain States Telephone and Telegraph Company, The Members of the Mountain States Federation of Telephone Workers, Plant Division Council, The Members of the Mountain States Federation of Telephone Workers, Traffic Division Council, The Members of the Mountain States Federation of Telephone Workers, Accounting Division vs. Mountain States Telephone and Telegraph Co.; and Western Electric Employes, Members of the National Association of Telephone Equipment Workers, and the Association of Communications Equipment Workers vs. Western Electric Co.; and Employees of the American Telephone and Telegraph Co., and The American Union of Telephone Workers vs. American Telephone and Telegraph Co. A dispute between the above companies and their employes resulted in a strike. The legal procedures were observed up to the point where mass picketing occurred. The Commission upon investigation believed there was a violation of the law, and it thereupon issued an order to the strikers to desist—this order not being obeyed, the case was taken to the court and a temporary injunction was issued. A hearing on the permanent injunction followed, and that in turn was followed by a settlement of the dispute between the strikers and the company.

Case 3963. International Union of Operating Engineers, Local Union No. 1 vs. Beatrice Creamery Co., Carlson-Frink Co., City Ice Co., Colorado Ice & Cold Storage Co., Swift & Co. (Ice Cream Plant), Denver Ice and Cold Storage Co., Plymouth Prod. Co., Purity Creamery, Supreme Dairy. This case was closed after the statutory time for lack of prosecution and information.

Case 3964. International Union of Operating Engineers, Local Union No. 1 vs. Carothers and Clark, Inc., Mountain Ice and Coal Co., Forbush Ice and Coal Co. The file in this case does not contain enough information on which to base any action.

Case 3965. Denver Building and Construction Trades Council vs. Denver Contractors. This file contains miscellaneous papers and information concerning the disputes between the building trades and the contractors, which occurred early in 1947. After prolonged negotiations, the whole matter was settled and the building industry went to work.

Case 3966. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Denver Ice and Cold Storage Co., Colorado Ice and Cold Storage Co., Beatrice Creamery Co., and Maddox Ice Co. Notice was received of a desire for a new agreement. No controversy arose in the case that required the intervention of the Commission, therefore, the file was closed.

Case 3967. Denver Printing Pressmen and Assistants' Union No. 40 vs. Bradford-Robinson Printing Co. This file consists of voluminous correspondence and records of informal hearings between the parties concerned and has to do with the interpretation of the existing contract as to the accumulation of vacation pay. When the Commission had exhausted its resources in bringing the parties to an agreement, it terminated its jurisdiction in the case.

Case 3968. Plasterers' and Cement Finishers' International Union, Local No. 149 vs. Colorado Springs Builders Ass'n. This case concerns the Plasterers in the building industry in the Colorado Springs area, who, with other building trades, disputed with the contractors as to the rates of wages for the 1947 season. A hearing was scheduled to hear this and related cases, but the parties concerned entered into an agreement which nullified the necessity of a hearing.

Case 3969. United Brick and Clay Workers of America vs. Diamond Fire Brick Company, Canon City. Negotiations in this case were conducted in New York, which is the headquarters of the company involved. The Commission, therefore, closed its file in the case at the end of the statutory period.

Case 3970. Employing Printers of Denver, Inc. vs. Typographical Union No. 49. The several disputes that arose in this case were negotiated in the offices of the Commission and a harmonious agreement was reached.

Case 3971. United Brick and Clay Workers, Local No. 643 vs. Standard Fire Brick Co., Pueblo. Notice was received of a pending dispute regarding the wording of the new agreement to replace the one about to expire. The Commission was not requested to intervene and we were later informed that an agreement satisfactory to all concerned had been consummated.

Case 3972. International Brotherhood of Electrical Workers, Local No. 877 vs. Electrical Contractors, Denver. Notice was received that a change in the current contract was desired. The Commission was not requested to take any part in the negotiations, therefore, the file in the case was closed upon the expiration of the statutory time.

Case 3973. Delivery and Taxicab Drivers and Helpers Union No. 435 vs. B.H.'s Cab Company. A dispute arose concerning certain wages and working conditions. The Commission was advised that its services might be required to effect a settlement. Therefore, the case was held open for a longer period than the law required. When it appeared that the dispute was going to be prolonged even further without the intervention of the Industrial Commission, it terminated its jurisdiction in the case.

Case 3974. Sign and Pictorial Painters' Local Union No. 1045 vs. Electric Sign Companies, et al., Denver. This file consists of a copy of the contract signed between the parties concerned, and is here for a matter of record.

Case 3975. Bakery Drivers and Salesmen's Union No. 219 vs. Denver Wholesale Bakeries. The teamsters who deliver bread desired changes in their contract, which resulted in extended negotiations. Frequent contacts by the Commission indicated that no intervention by an outside party was desired. When an agreement was reached, the case was closed.

Case 3976. International Union of Operating Engineers Local Union No. 1 vs. Denver Dry Goods Co. This file was closed for lack of information when efforts to obtain information were unavailing.

Case 3977. Carpet, Linoleum and Resilient Tile Layers Local Union No. 419 vs. Linoleum Contractors. Prolonged negotiations between the parties concerned resulted in a strike which was short-lived and finally resulted in an agreement.

Case 3978. International Brotherhood of Electrical Workers, Local Union No. 68 vs. Denver Electrical Contractors. According to the information given the Commission, negotiations between the parties concerned were carried on in good faith and sincerity and resulted in harmonious agreement without the aid of outside intervention.

Case 3979. International Ass'n of Machinists vs. Ajax Iron Works Co. Negotiations were conducted between the parties concerned in this case and in due time resulted in an agreement.

Case 3980. Association of Communications Equipment Workers vs. Western Electric Co. This is a companion file to No. 3962. This union, acting in union with other unions whose membership is in the employ of the telephone company and the Western Electric Company, struck. Eventually, a settlement was made.

Case 3981. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 452 vs. Joe Kavanaugh, Inc. No dispute arose between these parties which could not be settled between the parties concerned. After the Commission had received information that a satisfactory agreement had been reached, the case was closed.

Case 3982. International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America No. 101 vs. Ajax Iron Works Co. Notice was received of a request for an increase in wages. After the directions of the Commission had been followed, information was received that the controversy had been satisfactorily settled.

Case 3983. Brotherhood of Carpenters and Joiners, Local Unions No. 1583 and No. 55, vs. Mountain States Woodworkers Ass'n, Inc., and employers of members of said unions. Notice was received from the Union of a possible labor dispute as a result of a request for an increase in wages. Contacts with both parties were made to inform them of the status of the case, so far as the legality of the strike was concerned. The matter was negotiated and reached a successful conclusion in an agreement.

Case 3984. Same as 3980.

Case 3985. Fred R. Miller vs. Carpet and Linoleum Mechanics' Union Local No. 419. Certain employees of this contractor refused to report for work, according to the complaint on file in this case. Investigation indicated that a strike was in progress. The Commission thereupon issued an order which required the employees to return to work. The dispute which caused the walk-out was settled between the parties concerned, which removed the necessity for a hearing.

Case 3986. Mountain States Federation of Telephone Workers vs. Mountain States Telephone and Telegraph Co. The same orders issued to other employees against mass picketing in a strike were issued in this case, with the same results.

Case 3987. Hod Carriers and Construction Laborers' Union Local No. 720 vs. Home Builders' Ass'n, Denver. This file contains the progress of this organization's negotiations in the building industry, and its final culmination.

Case 3988. Hod Carriers and Construction Laborers' Union Local No. 720 vs. Denver General Contractors. This is a companion case to No. 3987.

Case 3989. Hod Carriers and Construction Laborers' Union Local No. 720 vs. Allied Contractors' Association of Denver. This is a companion case to Nos. 3987 and 3988.

Case 3990. Hod Carriers and Construction Laborers' Union Local No. 720 vs. Contracting Plasterers' Ass'n, Denver. Same as above.

Case 3991. Hod Carriers and Construction Laborers' Union Local No. 720 vs. Denver Mason Contractors' Ass'n. Same as above.

Case 3992. Hod Carriers and Construction Laborers' Union Local No. 720 vs. Roark and Birchby, Denver. Same as above.

Case 3993. Bricklayers and Stonemasons Union No. 1 vs. Allied Contractors' Ass'n, Denver General Contractors' Ass'n, and other contractors who employ members of said Union. Notice was filed by the Union of a possible work stoppage because of a dispute that had been pending in the building industry for some months. The procedure provided by law was used by this Union and others in the industry to effect a settlement.

Case 3994. International Union of Operating Engineers Local Union No. 1 vs. Crystal Bottling Company, Trinidad, and

Case 3995. International Union of Operating Engineers Local Union No. 1 vs. Walters Brewing Company, Pueblo. These two cases were carried on together and the same agreement was reached at the same time.

Cases 3996, 3997 and 3998. Hod Carriers Construction Laborers' Union Local No. 720 vs. M. R. Latimer Construction Co., V. K. Jones Construction Co., and Engineering Construction Company. These cases are related in that they involve the same project and negotiations were carried on simultaneously and an agreement was reached with all at the same time.

Case 3999. Sheet Metal Workers Local No. 118 vs. Pueblo Sheet Metal Contractors. This case was brought to our attention by a protest from the employers against proposals made by the Union. Contact with the Union disclosed that it had not been advised as to the proper procedure in presenting a proposed change. Upon being informed by the Commission as to the method of procedure, all parties complied with the law, and a satisfactory agreement was reached.

Case 4000. Hod Carriers, Building and Construction Laborers Local Union No. 354 vs. Allied Contractors Association of Pueblo. A demand was made on the employers which was not acceptable to them. After prolonged negotiations a strike was called. A settlement was reached in the Pueblo area after the rates decided upon in Denver had been announced.

Case 4001. International Molders and Foundry Workers Union Local No. 188 vs. Hosek Mfg.-Overland Foundry and Schlitter's Iron Foundry. Ne-

gotiations were carried on in this case in a satisfactory manner and in time resulted in an agreement without the aid of a third party.

Case 4002. Amalgamated Ass'n of Street, Electric Railway and Motor Coach Employees of America Division 1001 vs. Denver Tramway Corp. This case was negotiated and an agreement reached between the parties concerned without outside intervention.

Case 4003. International Union of Operating Engineers Local No. 1 vs. Inland Paper Box Company. This case consists of a letter indicating an intention to negotiate an agreement. Further information was not available. We, therefore, closed our file at the end of the statutory period.

Case 4004. International Union of Operating Engineers Local No. 1 vs. Bank Block, Denver. Negotiations in this case were prolonged because of the absence from town of various principals. We closed our file in the case at the end of thirty days.

Case 4005. Mountain States Federation of Telephone Workers vs. Mountain States Telephone and Telegraph Co. The procedure in this case was followed as in case No. 3962.

Case 4006. Broom & Whisk Makers Local Union No. 77 vs. National Broom Company. A letter was received from this Union informing us of a desire for certain changes in the contract. We closed our file in 30 days for lack of prosecution.

Case 4007. Molders & Foundry Workers Local Union No. 188 vs. Schlitter Iron Foundry. Notice of a dispute was filed in this case and further investigation revealed that an amicable settlement had been made.

Case 4008. Packinghouse Workers vs. Swift and Company. The company in this case proposed an increase in the rate of approximately 10c per hour. There being no objection on the part of the employees, the file was closed at the end of the statutory time.

Case 4009. United Packinghouse Workers vs. Cudahy Packing Company. A letter was received which was intended to be a notice of intent to strike. Before the procedure had been straightened out, an agreement was reached and the file closed.

Case 4010. Milk Drivers & Dairy Employees Local Union No. 537 vs. Colorado Condensed Milk Company. Negotiations were carried on in this case and an agreement reached and a contract signed between the representatives of the principals.

Case 4011. Delivery & Taxi Cab Drivers & Helpers Union No. 435 vs. Rocky Mountain Motor Company. Notice was received of a request for certain changes in the new contract between these parties. The contract was signed without the intervention of a third party.

Case 4012. Bakery & Confectionery Workers Local Union No. 26 vs. Union Bakeries. Notice of a dispute was regularly received and negotiations were conducted in a businesslike manner and contracts signed in a reasonable time.

Case 4013. International Union of Operating Engineers Local Union No. 1 vs. Tivoli Brewing Company. No intervention on our part was needed in this case.

Case 4014. International Union of Operating Engineers No. 1 vs. Oriental Refining Company. A letter was received indicating that the Union desired certain changes in the new contract. Neither side sought our services. We, therefore, closed the file at the end of 30 days.

Case 4015. Brotherhood of Bookbinders vs. Employers of Union Bindery Workers. This file consists of the contract proposed by the Bindery Workers and our acknowledgment thereof. The file was closed for lack of prosecution.

Case 4016. Chauffeurs, Warehousemen & Helpers Union No. 146 vs. Fountain Sand & Gravel Company. This case extended over a period of three months while the principals ironed out their differences. There was no stoppage of the work and the controversy was eventually settled without the intervention of the Commission.

Case 4017. Billposters & Billers Local Union No. 59 vs. General Outdoor Advertising Company. Notice was received of a request for a raise in the scale. The negotiations resulted in a harmonious agreement.

Case 4018. Molders & Foundry Workers Local Union No. 188 vs. C. S. Card Iron Works, U. S. Foundry, Manufacturers' Foundry Company. Notice was received in this case and the negotiations were carried on in a businesslike manner which resulted in agreements all around.

Case 4019. Delivery & Taxi Cab Drivers & Helpers Local No. 435 vs. Butler Paper Company, Carpenter Paper Company, Plotkin Brothers, Dixon & Company, Graham Paper Company, Harry H. Post. Negotiations in this case brought about a settlement without too much difficulty and without the intervention of a third party.

Case 4020. Rocky Mountain Joint Board vs. Colorado Milling & Elevator Company. Negotiations in this case resulted in a contract agreed upon and signed.

Case 4021. Bakery & Confectionery Workers Local Union No. 162, Pueblo vs. Rainbo Bakeries, Inc., Continental Baking Company. Negotiations in this case were carried on without the intervention of the third party and a settlement was made within a reasonable time.

Case 4022. Sign & Pictorial Painters Local Union No. 1045 vs. Union Sign Companies. The representatives of the Union and of the companies were able to evaluate each other's problems and reach a satisfactory agreement.

Case 4023. United Steelworkers of America vs. Colorado Fuel & Iron Corp. Settlement in this case hinged on the basic national settlement. The intervention of the Commission in such a case would not expedite the matter.

Case 4024. Tile Layers Marblemasons & Terrazzo Workers No. 6 vs. Capitol Tile & Mantel Co., Colorado Tile Company, Denver Marble & Tile Company, J. B. Martina Mosaic Company, Midwest Terrazzo Company, John C. Reeves Company, Harry E. Short Tile Company, Lyle C. Crites Tile Company. Notices and copies of contract were received in this case and subsequent investigation indicated that a satisfactory agreement was the result of negotiations.

Case 4025. Operative Plasterers & Cement Finishers No. 577 vs. Allied Contractors Association, Denver Home Builders, Associated General Contractors. Notice of a labor dispute was received and an amicable settlement was reached without the intervention of the Industrial Commission or any of its agents.

Case 4026. Retail, Wholesale and Department Store Union vs. Milk Bar, Leadville, Colo. Notices were received of a labor dispute and intent to strike. The employer in the case petitioned for an election to determine the bargaining unit. The election was regularly held, although boycotted by the Union. When the results were certified the file was closed.

Case 4027. United Brick & Clay Workers Local Union No. 925 vs. Diamond Fire Brick Company. Notice of a labor dispute was filed in this case. No request for a hearing was made. We were later furnished with a copy of the agreement reached. We thereupon closed our file in the case.

Case 4028. Electrical Workers Local Union No. 877 vs. Advance Neon Sign Company, Morton Neon Company, Electrical Products Co., Alden Sign Company. Investigation in this case indicated that the negotiations proceeded until a satisfactory conclusion was reached. There being no request for a hearing, none was held.

Case 4029. Operating Engineers Local Union No. 1 vs. Denver Tramway Corporation. Notice was received in this case, but the matter was brought to a speedy conclusion by the ability of both parties to see the other's point of view.

Case 4030. United Steelworkers of America Dist. No. 38 vs. Chicago Freight Car & Parts Co. This file consists of a notice under the Industrial Commission Law. Subsequent inquiry revealed that no action on our part was indicated. We thereupon closed our file.

Case 4031. Cleaners & Dyehouse Workers Local Union No. 304 vs. 97 Cleaners. Notices under the Industrial Commission Law and under the Colorado Labor Peace Act were accepted in this case. Negotiations continued during the waiting period of the notices and a satisfactory settlement was reached without a stoppage of work.

Case 4032. Carpenters & Joiners Local Union No. 1346, Fort Collins, Colorado vs. Fort Collins Contractors. We were informed by the Union of a desire to raise the scale for their membership. Inquiries concerning the change were answered. No hearing appeared to be necessary, we, therefore, closed our file in the case at the end of the statutory period.

Case 4033. United Steelworkers District No. 38 vs. American Brake Shoe Company, Ramapo-Ajax Division. Notice was received from the Union of a desire to change certain conditions in the contract. The company, however, denied that any change in scales or working conditions was received by them. Further inquiry revealed that a mix-up had occurred between the notification of a local representative of the company and their national officials. The matter was later ironed out and an understanding resulted.

Case 4034. Operating Engineers Local Union No. 1 vs. 22 Cleaners and Dyers. Negotiations in this case were contingent on the progress made by the Dye Workers in case No. 4031. Automatic settlement of this case occurred after the settlement in the former.

Case 4035. Molders & Foundry Workers Union Local No. 188 vs. Magnus Metal Division, National Lead Company. Negotiations in this case were carried on in good faith and sincerity and resulted in an agreement that was satisfactory to all parties concerned.

Case 4036. Chauffeurs, Teamsters & Helpers Local Union No. 943 vs. Beatrice Creamery Company. Notice was regularly received of a labor dispute. No action was taken when investigation revealed that negotiations were being conducted with the probability of a settlement by the parties concerned.

Case 4037. Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 452 vs. J. A. Sharoff & Company. Settlement in this case was made within a reasonable time. No request for a hearing was made and the Commission closed its file, upon completion of negotiations.

Case 4038. Iron Workers Local Union No. 24 vs. Denver Contractors Association. Negotiations in this case were processed and a satisfactory contract was signed. We therefore closed our file in the case.

Case 4039. Operating Engineers No. 1 vs. Hallack & Howard Lumber Company. Negotiations in this case were undertaken after an election had been held by the NLRB. We closed our file in the case when the State laws pertaining thereto had been observed.

Case 4040. Plumbers & Steam Fitters, United Association Nos. 208 and 3 vs. Denver Master Plumbers Association. This file consists of the agreement reached between the Union and the Master Plumbers. It is of record for future reference.

Case 4041. Commercial Telegraphers Union vs. Western Union. We were advised of this case by a telegram sent by the Union to Governor Knous. The situation was such that the Federal Mediation and Conciliation Service took charge. We therefore closed our file so as to avoid interference.

Case 4042. Bakery Drivers and Salesmen's Union No. 219 vs. Merchants Biscuit Company. Negotiations in this case were carried on as usual between this Union and this Company. Appreciation of the other's view point has always marked such negotiations. The delay in signing the contract was due to illness and not to dispute.

Case 4043. Drain Layers Local Union No. 331 vs. 75 Plumbing Companies. Notices under both the Industrial Commission Law and the Labor Peace Act were filed in this case, however the dispute was settled along with the other building trade cases.

Case 4044. International Union of Operating Engineers Local Union No. 1 vs. Merchants Biscuit Company. Settlement of this case depended upon settlement of case No. 4042. There was no dispute in either. The Commission closed its file when it appeared the law was observed.

Case 4045. Brotherhood of Railroad Trainmen vs. Denver, Colorado Springs, & Pueblo Motorway, Inc., Denver, Salt Lake & Pacific Stage. Notification was received and we were advised that the Federal Mediation and Conciliation Service was handling the negotiations. We closed our file in the case at the end of the statutory period.

Case 4046. Colorado Springs Typographical Union No. 82 vs. Job Printers. The Commission kept in constant touch with negotiations in this case. There was no insurmountable obstacle toward a working arrangement which resulted.

Case 4047. Carpenters & Joiners Local Union No. 515, Colorado Springs vs. Colorado Springs Builders Association. Notice was received of a labor dispute. Investigation indicated that the participants were not of one mind as to its solution. The Industrial Commission, however, was not solicited for a hearing. The matter was settled by the principals without a stoppage of work. Our last information was that an amicable settlement had been reached.

Case 4048. Butcher Workmen of North America vs. Sharoff Egg Company. Notices were regularly received in this case and consistent contact made with the negotiators. The Union accepted a raise in pay without stoppage of work.

Case 4049. Carpenters & Joiners Local Union No. 1480 vs. Boulder General Contractors. Notice of a labor dispute under Section 31 of the Industrial Commission Law was received. The principals arrived at an agreement before there was a stoppage of work.

Case 4050. Culinary & Bartenders Local Union No. 554 vs. Alpine Cafe, Quincy Cafe, Commercial Cafe, Western Cafe, Crain Cafe, 120 Cafe, Rainbow Cafe, Globe Cafe, Manhattan Cafe, Santy's Cafe, Golden Pheasant, Tex House, Owl Cafe, Macongan Cafe, Hotel D. Cafe, Preaches Cafe, La Court Coffee Shop, Cottage Cafe, D. & R. G. Cafe, Depot Grill, Bar-Q-Smoke Shack, Coney Island, St. Regis Cafe (all of Grand Junction, Colorado). Notification was received from the Culinary and Bartenders Local No. 554 of a desire for a change in the wages and working conditions. The matter was settled without the intervention of the Commission.

Case 4051. Journeymen Plumbers and Steamfitters Local Union No. 575 vs. Master Plumbers & Steamfitters of Boulder and Longmont. We received a 20 days' notice of a demand for 20c an hour increase in wages. Subsequently, we received a strike notice. Our records indicate that the matter was settled before a strike occurred.

Case 4052. Bakery & Confectionery Workers Local Union No. 240 vs. Merchants Biscuit Company. This case was properly brought to our attention on May 13, 1947. The pleasant relationship between the Union and this company was continued without the intervention of a third party.

Case 4053. Molders & Foundry Workers Local Union No. 188 vs. American Manganese Steel Division, American Brake Shoe Company. A new contract was desired in this case and it was consummated between the parties involved.

Case 4054. International Brotherhood of Electrical Workers Local Union No. 1384 vs. Armature Winding Shops. We received one letter from the Union informing us that negotiations had been undertaken in certain shops. Our letters and telephone calls were not answered. We, therefore, closed our file in the case at the end of the statutory period.

Case 4055. United Steelworkers of America District No. 38 vs. William Ainsworth & Sons. This case was settled by the principals without the intervention of the Industrial Commission.

Case 4056. International Union of Operating Engineers Local Union No. 1 vs. Colorado Animal By-products. Notice was received May 22, 1947 concerning a new contract. As there was no need for a mediator, the Commission closed its file in the case at the end of 30 days.

Case 4057. Meat Cutters & Butcher Workmen Local Union No. 591 vs. Arapahoe Food Store, P. & P. Food Stores (3), Arapahoe Food Stores (2), Consumers Food, Safeway Stores, Fishers Grocery, Whiteway Market, Roblek Grocery, Herman's Department Store, May Mercantile Association, Groceteria. Notice was received from the Union on June 2, 1947, asking for an election to determine the collective bargaining unit. The election was held June 24 and results tabulated.

Case 4058. Delivery & Taxi Cab Drivers Local Union No. 435 vs. Rocky Mountain Motor Company. Teamsters gave us notice May 28 concerning their desire to open negotiations in this case. Subsequently, we received a notice of intent to strike, however a satisfactory settlement was made before the strike notice expired.

Case 4059. Boilermakers Local Union No. 101 vs. Pinello Brothers. As a result of this case, the Union brought charges of a change in hours, wages, and working conditions without notice. A hearing was held at which it was found that the books supplied enough evidence to not warrant a penalty on the employer.

Case 4060. United Steelworkers of America vs. S. W. Shattuck Chemical Co. Notice was received of proposed negotiations. Subsequent investigations indicated that a satisfactory settlement had been reached.

Case 4061. International Union of Operating Engineers vs. Greeley Ice & Cold Storage.

Case 4062. International Union of Operating Engineers vs. Skelly Oil Company.

Case 4063. International Union of Operating Engineers vs. Commonwealth Bldg., Equitable Bldg., E. & C. Bldg., G. & E. Bldg., Majestic Bldg., Mining Exchange Bldg., and Temple Court Bldg. These three cases were filed and settled as a group. The intervention of any third party was unnecessary. Upon being informed of the satisfactory conclusion of the cases the Commission considered its jurisdiction at an end.

Case 4064. United Packinghouse Workers vs. Colorado Animal By-Products Co. This case was filed on June 2, 1947. It was concluded August 1, 1947. The delay was occasioned by the necessity of legislature pending and not by any great differences between the parties concerned. When the contract was signed, we closed our file in the case.

Case 4065. United Auto, Aircraft, Agricultural Implement vs. Ford Motor Company. Notice was filed in compliance with Colorado statutes although the actual negotiations were carried on at the national level and intervention of the Industrial Commission was not required. Upon assurances that a settlement had been made, we closed our file in the case.

Case 4066. W. A. Bender vs. Retail Clerks International Association Local Union No. 7. An election was held in this case to determine the collective bargaining unit. Upon the issuing of a certificate by the Commission showing the results of the election, the file was closed.

Case 4067. Amalgamated Butcher Workmen Local Union No. 64 vs. Moss Brothers Egg Company. A notice was filed on June 3, 1947 concerning negotiations between the parties involved. A notice of strike was filed but a satisfactory settlement was reached before there was a stoppage of work.

Case 4068. Teamsters Joint Council No. 54 vs. Rio Grande Motorway, Inc. This case was settled after prolonged negotiations by the Union and the employer. The contract was signed June 28, 1947.

Case 4069. Hod Carriers, Building & Construction Laborers Local Union No. 354 vs. Leone Construction Company. This case arose out of a disagreement as to whether the employer was bound by the action of his Association, The Colorado Contractors, in recognizing a Union. After an exhaustive investigation, the Commission decided that the action of the Association did not bind its individual members, but was merely recommendatory.

Case 4070. Hod Carriers, Building & Construction Laborers Local Union No. 354 vs. Brown Construction Company. Notice was filed of a desire for a new contract on the part of the Union. The matter was settled in due course.

Case 4071. Painters, Decorators & Paperhangers of America Local Union No. 171 vs. Paint Contractors of Colorado Springs. This file consists of information supplied by the Union concerning certain changes desired in the existing contract. Because of a time lapse, the case was continued in file No. 4095.

Case 4072. Amalgamated Butcher Workmen of North America vs. Brentwood Egg Company. The Union filed a notice of a dispute which was subsequently resolved by the parties concerned.

Case 4073. United Packinghouse Workers of America vs. National Foods, Inc. This file consists of the notice required by Colorado law and Industrial Commission procedure. The contract was signed within a reasonable time.

Case 4074. Herman's Department Stores, Pueblo vs. Meat Cutters Local Union No. 591 and Retail Clerks. As a result of the opening of negotiations

in this case, the two Unions above designated appeared on separate ballots to determine the collective bargaining unit for each. The elections were held June 23, 1947 at Pueblo and results certified by the Industrial Commission.

Case 4075. Fisher's Fine Foods vs. Meat Cutters. Upon petition, an election was held to determine the collective bargaining unit in this case. The results being certified, the previous negotiations bore fruit in a contract.

Case 4076. P. & P. Food Stores, Pueblo vs. Meat Cutters. An election was held in this case to determine the collective bargaining unit. The results of the election were certified by the Commission.

Case 4077. Arapahoe Downtown Supermarket vs. Meat Cutters. An election was held to determine the collective bargaining unit. Some question was raised as to the outcome, but application of the sections of the Colorado Labor Peace Act which applied, straightened out the matter.

Case 4078. Safeway Stores, Inc., Pueblo vs. Food Clerks. An election was held in this case to determine the collective bargaining unit. The result of the election held having been certified by the Commission, negotiations were undertaken and a satisfactory agreement reached.

Case 4079. Hod Carriers, Building & Construction Laborers Local Union No. 354 vs. Rock Wool Insulating Company. Notice was received June 10, 1947 advising us that negotiations for a Union contract had been undertaken. Further investigation revealed that no action by the Commission was indicated.

Case 4080. Operating Engineers No. 9 vs. A. S. Venell Co., Horner Construction Co., Hanes & Associates, Schmidt Construction, Grafe-Callahan & Gunther-Shirley, Hinman Brothers, Rhodes Brothers & Shaffner, Gordan, Bressi & Bevanda, Colorado Constructors, Granby Constructors, Brown Construction Co., Switzer & Hartley, L. J. Hesser, Grosshans & Peterson, Domenic Leone, Hutcheson Massey, Inc., Austin Construction Co., Northwestern Engineering, Morrison-Knudsen, Schwartz Construction, M. R. Latimer, Henry Shore Construction, Sears Construction Co., F. A. Heckendorf, Hubner Construction Co., Millay & McBride, Switzer & Hayes, Louis Pinello, Monaghan & Asst's., Briggs Construction Co., Gerard Knutson, Lawrence Construction, Lowdermilk Brothers, Colorado Construction Association, Carl V. Hill, Peter Kiewit Sons, Western Paving Company, Intrusion Prepakt Co., Platt Rogers, Inc., Blanchard Brothers. Notice was received from the Union informing us that the annual contract was being negotiated. Subsequent investigations indicated that a satisfactory agreement had been reached. We, therefore, closed our file in the case.

Case 4081. Bakery Drivers & Salesmen's Union No. 219 vs. Kraft Foods. The intervention of the Commission was not necessary in this case as the parties settled their differences in a manner satisfactory to all.

Case 4082. Teamsters Union No. 435 vs. Lee Soap Company. Notice was received of the starting of negotiations on a contract to replace the one about to expire. Amicable settlement was made without the help of a third party.

Case 4083. Painters, Decorators & Paperhangers No. 171 vs. Colorado Springs Sign Painters. The Commission received a letter June 14, 1947, which informed us that the sign painters had decided to demand a new scale. Later, investigation disclosed that the contractors of the mechanics involved had agreed to the higher scale.

Case 4084. Painters, Decorators & Paperhangers No. 171 vs. Colorado Springs Linoleum Contractors. The employers and employees involved in this case appreciated each other's problems and reached a satisfactory agreement without trouble.

Case 4085. Safeway Stores, Inc., Pueblo vs. Amalgamated Meat Cutters & Butcher Workmen Local Union No. 591. The question of an all Union agreement arose in this case and an election was held to determine the settlement of the workers involved. The results of the election having been certified, negotiations were continued.

Case 4086. Journeymen Stone Cutters Association vs. Herman Kasch, Stalcup Painting Company, Robert Whitey. Notice was received from the Union in this case of a desire on the part of the mechanics for a raise in the scale. The employers registered no objection; therefore, an agreement was reached without the intervention of the Commission.

Case 4087. Mine, Mill & Smelter Workers Local Union No. 393 vs. American Smelting & Refining Company, Arkansas Valley Plant. This file was closed for lack of prosecution after we received notice that negotiations were contemplated.

Case 4088. Printing Pressmen & Assistants Union No. 144 vs. Gazette Telegraph Company, Colorado Springs Job Shops. Negotiations in this case were carried on in traditional manner and an agreement was reached that was satisfactory to all concerned, within a reasonable time.

Case 4089. Bakery Drivers & Salesmen Union No. 219 vs. Standard Brands, Inc., Anheuser-Busch Yeast, Red Star Yeast & Products Company. Notice was received of a proposition by the Union to make certain changes in the contracts with these firms. Our information was that there was no trouble in finding a common ground on which to agree.

Case 4090. Hod Carriers, Building & Common Laborers Local No. 578 vs. Colorado Springs Contractors. Information was received of proposed changes

in various classifications of the Laborers' Union. Further information is not obtainable, we therefore closed our file in the case at the end of the statutory period.

Case 4091. Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 452 vs. Greeley Ice & Cold Storage Company. Notice was received of an intent to change the conditions of the new contract. An agreement was reached without the intervention of the Commission.

Case 4092. Painters, Decorators & Paper Hangers Local Union No. 171 vs. Glazing Contractors of Colorado Springs. This file consists of correspondence concerning the new contract for the Glaziers in this Union. We were later informed that the Union and the Glazier Contractors reached an amicable settlement.

Case 4093. Mine, Mill & Smelter Workers vs. American Smelting & Refining Company. Notice was received which was not in proper order. However, before a new notice was made, the case became moot through a settlement.

Case 4094. Plumbers & Steamfitters Local Union No. 58 vs. Colorado Springs Master Plumbers. This file consists of notice under Section 31 of the Industrial Commission Law. Representatives of both parties reached a satisfactory agreement within a short time. A copy of that agreement is on file in this case.

Case 4095. Painters, Decorators & Paperhangers Local Union No. 171 vs. Colorado Springs Builders Association. Evidence in this file and from investigations indicates that negotiations have been carried on the full statutory time and more. There being no request for a hearing from either party, the Commission terminated its jurisdiction.

Case 4096. Safeway Stores, Inc., Pueblo vs. Retail Clerks Union. In response to a petition, an election was scheduled in this case to determine the sense of the employees concerning an all Union contract.

Case 4097. Swift & Company vs. P.W.O.C.-C.I.O. This file consists of a letter from the employers informing us that a wage increase was agreed upon by the employers and the Union.

Case 4098. Rocky Mountain Joint Board vs. J. J. Newberry Stores. In this case a petition was filed for an election to determine the collective bargaining units. Following the election, a certificate was made as to the results.

Case 4099. International Association of Machinists vs. Gay Johnson Automotive Service. The original of this file is in the District Court. The case is covered in other files.

Case 4100. Denver Newspaper Pressmen's Union No. 22 vs. Denver Post, Monitor Publication, Denver Catholic Register, Western Farm Life. Notice under Section 31 of the Industrial Commission Law was received supplemented by a completed information report. An amicable agreement was reached between the parties concerned without the intervention of the Commission.

Case 4101. Brick Layers & Masons International Union No. 3 vs. Steve Swartz, Alton McWilliams, Ray Harper, L. A. Berg, Platt Rogers. Letters in this file indicate that an amicable agreement was reached and is hereby made a matter of record.

Case 4102. International Operating Engineers vs. Lee Soap Co. Notice was filed under Section 31 of the Industrial Commission Law and also under Section 11-(2) of the Colorado Labor Peace Act. However, a satisfactory agreement was reached before there was a stoppage of work.

Case 4103. Alex Ferkovich vs. Taylor Coal Company. This case became an individual wage claim which was adjusted to the satisfaction of both parties.

Case 4104. Bakery and Confectionery Workers Local Union No. 240 vs. National Biscuit Company. Notice was regularly received in this case along with a completed information report. Although negotiations extended over a period of time, it was simply for the convenience of both parties. The Commission closed its file at the end of the statutory time.

Case 4105. United Office & Professional Workers of America Local Union No. 23 vs. Riggs Optical Company. Notice was received of an intent to strike in this case. Strike did occur, but the case was considered out of jurisdiction of the Industrial Commission.

Case 4106. United M.W.A. District No. 50 vs. Telluride Mines, Silver Bell Mines, King Lease, Inc. Notices were filed in this case along with the completed information report. Upon investigation by Commissioner Dill, the case was closed.

Case 4107. Hod Carriers & Common Laborers Local No. 398, Boulder vs. City Plumbing & Heating Company, Silver State Plumbing & Heating Co., Robert Specht, Henry Shram, Ardourel Plumbing & Heating Co., Dalton Plumbing & Heating Co. This file consists of notices of the existence of a dispute and an intent to strike. A strike was called but the parties concerned preferred to settle their differences by themselves.

Case 4108. Journeymen Tailors Union Amalgamated Clothing Workers of America vs. Denver Retail Merchants' Association, May Co., Gano-Downs, Denver Dry Goods, Daniels & Fisher, Joe Alpert, Kingston Clothing, Cottrell's, Fahey & Brockman, Curzon Clothiers, Dundee Clothes Shop, McClanahan Clothing Co.

J. C. Penney, Inc., Stevens Clothes, M. D. Barnett Co., Mack & Bob. Notice was received of a desire to negotiate a new contract. The differences of opinion were settled without the stoppage of work.

Case 4109. International Union Operating Engineers Local Union No. 1 vs. Acme Overall Laundry. 30 days' notice was received but further information was not forthcoming. At the end of the period, we closed our file in the case for lack of prosecution.

Case 4110. International Union of Operating Engineers Local Union No. 1 vs. Armour & Company. A letter was received in this case which was accepted as compliance with Section 31 of the Industrial Commission Law. The matter was settled without the intervention of the Industrial Commission.

Case 4111. International Woodworkers of America vs. Independent Timber Company, Inc. A charge of an unfair labor practice was made in this case which was denied by the employer. Because the men affected were not available for testimony, the case was closed.

Case 4112. International Union of Operating Engineers Local Union No. 1 vs. Albany Hotel. No request for a hearing was made in this case, we, therefore, closed the file at the end of 30 days.

Case 4113. Oil Workers International Local Union No. 477 vs. Colorado-Wyoming Gas Company. Notices both of the labor dispute and an intent to strike were received in this case. The latter was later withdrawn when the Mediation Conciliation Service made a second attempt to settle the case.

Case 4114. Bakery & Confectionery Workers Local Union No. 240 vs. American Beauty & Western Union Macaroni Products Co. Notice under the Industrial Commission Law was regularly filed in this case. A settlement was deferred to accommodate both parties. There being no expectation of any differences of opinion that could not be settled among themselves, the case was closed at the end of 30 days.

Case 4115. International Hod Carriers' Building & Common Laborers Local Union No. 720 vs. Cinder Concrete Products, Inc. A strike notice was filed in this case but was later withdrawn when an amicable settlement was reached by the parties concerned.

Case 4116. International Hod Carriers' Building & Common Laborers Local Union No. 720 vs. Flexicore of Colorado Company. This case was settled without the intervention of the Industrial Commission, according to investigation. We closed our file upon receiving that information.

Case 4117. International Hod, Carriers' Building & Common Laborers Local Union No. 720 vs. Brick-crete Mfg. Co. No request for a hearing was made in this case as a complete settlement was made without the help of a third party.

Case 4118. Hod Carriers' Building and Common Laborers Union of America Local Union No. 720 vs. Colorado Duntile Products Company. Notices were regularly filed in this case but there was no stoppage of work when an agreement was reached within a reasonable time.

Case 4119. Amalgamated Butcher Workmen of North America Local Union No. 641 vs. Adelman Egg Company. A notice pursuant to Section 31 of the Industrial Commission Law was received. Subsequent investigations revealed that a settlement had been made.

Case 4120. Golden Cycle Corporation vs. Employees thereof. This file consists of correspondence indicating a raise in rates proposed by the corporation and an explanation of the procedure in paying for vacations. There being no protest in either matter, the case was closed at the end of the statutory time.

Case 4121. The City Coal Mines, operated by the Colorado Springs Company vs. Employees thereof. A new wage scale was proposed by the employer. The raise involved evidently met with the approval of the employees as no protest was made.

Case 4122. Retail Clerks International Protective Association vs. Safeway Stores, Herman's Dept. Store. A notice was received concerning a labor dispute in this case. We received no response for our request for further information, therefore the case was filed at the end of the statutory period on the assumption that it had been settled.

Case 4123. Amalgamated Association of Street, Electric Railway & Motor Coach Employees of America vs. Rocky Mountain Motor Company, Denver-Silver Plume Run only. Negotiations in this case were carried on by the parties involved and settled to the satisfaction of all concerned without a hearing. The file contains a copy of the new contract.

Case 4124. International Union of Mine, Mill & Smelter Workers vs. Leadville Water Company. Petition for an election to determine the collective bargaining unit was received in this case. However, since the situation did not conform to the requirements of the Colorado Labor Peace Act, the petition was rejected and there was no further request for intervention.

Case 4125. Rocky Mountain Joint Board, C.I.O. vs. Fountain Sand and Gravel Company, Pueblo. Negotiations in this case were complicated by disputes between the A. F. of L. and C.I.O. unions as to jurisdiction. Many conferences were held and the advice offered by the Commission undoubtedly played an important part in the final settlement.

Case 4126. Rocky Mountain Joint Board vs. Weicker Transportation & Storage Company, Pueblo. A petition for an election was filed in this case

and was protested by the employer. Upon investigation, it appeared that there was an unexpired contract by the employer and employees and it was ordered that an election at this time would be premature and would serve no useful purpose. The case was thereupon closed.

Case 4127. Rocky Mountain Joint Board vs. Yellow Cab Company, Pueblo. Petition was filed for an election to determine the collective bargaining unit. Upon investigation it was disclosed that this company was operating under an unexpired contract with another Union. It is therefore the order of the Commission that an election at this time would be premature and unwise.

Case 4128. Rocky Mountain Joint Board vs. Bluebird Restaurant, Pueblo. In this case a petition for an election to determine the collective bargaining unit was filed, but before an election was scheduled, the request was withdrawn. We, therefore, closed our file in the case.

Case 4129. United Cement, Lime, & Gypsum Workers Local Union No. 190 vs. Colorado Portland Cement Company. We were informed by wire of a notice of intent to strike in this case. Further information furnished us indicated that a contract was signed without a stoppage of work.

Case 4130. Commercial Telegraphers Union vs. Western Union. Negotiations in this case were carried on at the national level and the Industrial Commission was not requested to intervene. The papers filed were in compliance with Colorado requirements.

Case 4131. Delivery Drivers, Warehousemen & Helpers Local Union No. 435 vs. E & E Delivery Service. Notices under Section 31 of the Industrial Commission Law and Section 11-(2) of the Colorado Labor Peace Act were regularly filed in this case. However an agreement was eventually reached without a stoppage of work.

Case 4132. Delivery Drivers, Warehousemen & Helpers Local Union No. 435 vs. Safeway Stores, H. A. Marr Grocery, Miller's Groceteria, Yoelin Brothers Mercantile Company, Morey Mercantile Company, Knoebel Mercantile Company, Erdman Mercantile Company, Bluhill Foods, Inc., Piggly Wiggly Western Company, Associated Grocers of Colorado, Ace Mercantile Company, Millar, Coffee Company, Doran Coffee Company, LaCrone Truck Company. Negotiations in this case were carried on and an agreement reached without an interruption of business.

Case 4133. Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 6 vs. Forbush Service Station. A petition for an election to determine the collective bargaining unit was regularly filed in this case. Following the election and the certification, a satisfactory agreement was reached between the parties concerned.

Case 4134. Laundry Workers International Union Local Union No. 304 vs. Railroad Overall Laundry, Acme Overall Supply Company. Only brief negotiations were necessary in this case to come to agreements and sign contracts.

Case 4135. Warehousing, Processing & Distributing Union No. 217 vs. Great Western Mushroom Company. Notice was received of a dispute which was immediately referred to the Federal Mediation Conciliation Service. At the end of the statutory time, we closed our file in the case.

Case 4136. Cement Finishers Local Union No. 149, Colorado Springs vs. Colorado Springs Contractors. A letter was received from the Union stating that it was asking for an increase in wages for its membership. Further letters from our office brought no response, we therefore closed our file.

Case 4137. International Association of Machinists. This file consists of a letter of inquiry from the International Union, which was answered.

Case 4138. Newspaper Guild of Denver Local Union No. 74 vs. Post Printing & Publishing Company. Notice was received from the Guild of the opening of negotiations in this case. An agreement was reached without the intervention of the third party. The file contains the present working contract and agreement between the principals.

Case 4139. Bakery Drivers & Salesmen's Local Union No. 219 vs. National Biscuit Company. Although negotiations in this case extended over a period of time, there were in fact no serious points of disagreement between the parties.

Case 4140. Teamsters Local Union No. 6 vs. Safeway Stores, Inc., and Morey Mercantile Co. This case was brought to our attention by notices to the Commission and to the Employers of a request for a change in the contract. Negotiations proved to be fruitful by resulting in satisfactory agreements.

Case 4141. Denver Typographical Union No. 49 vs. Denver Publishing Company, Denver Post, Catholic Press Society. Information was received from the Union concerning the matter of new contracts. The questions presented were solved by the parties interested and working arrangements have been in operation since.

Case 4142. International Association of Machinists vs. Gay Johnson's Automotive Service. The original of this file is in District Court. It consists of letters containing proposals from the machinists and answers from the representatives of the employers.

Case 4143. International Union of Operating Engineers No. 1 vs. American Stores Company. Notice was received of an intention to negotiate a

new agreement for the coming year in this case. Having received no further information in the premises, the case was closed at the end of the statutory time.

Case 4144. Communication Workers of America, Sales Division No. 18 vs. Western Electric Company. Notice was received in this case merely to comply with Colorado statutes. All negotiations were conducted in New York and the Industrial Commission could not be of help.

Case 4145. Bakery & Confectionery Workers vs. Hall Baking Company, Old Homestead Bread Company. Notices were regularly filed of negotiations which were delayed pending settlement of certain questions as to representatives and jurisdiction. Having held the case open for much more than the statutory time, we terminated our jurisdiction on December 11, 1947.

Case 4146. Retail Food Clerks Local Union No. 7 vs. Miller Groceteria Company. Our information is that no serious differences of opinion were encountered in the negotiations represented in this case.

Case 4147. Retail Food Clerks Local Union No. 7 vs. Retail Food Stores. Notices were regularly filed in this case and negotiations were conducted through representatives of both parties concerned. The matter was settled without a stoppage of work.

Case 4148. International Association of Machinists Local Union No. 723 vs. Hartman Brothers, Inc. Petition for an election was filed in this case. Considerable investigation had to be undertaken to determine the status of various employees. When an eligible voting list was agreed upon, the election was held and certification made.

Case 4149. Laundry Workers Local Union No. 332 vs. Colorado Laundry, Pueblo. Notice was regularly received and our investigation indicated that negotiations were proceeding. Our offer of willingness to arbitrate or mediate was unnecessary. Negotiations were carried on in this case by representatives of both parties which resulted in a meeting of the minds and uniform contracts.

Case 4150. Amalgamated Meat Cutters & Butcher Workmen Local Union No. 634 vs. Union Butcher Shops. Notice of a labor dispute and an intent to strike was regularly received and processed. The dispute was settled without a stoppage of work.

Case 4151. International Association of Machinists, Junction Lodge No. 723 vs. Grand Mesa Motor Company. On petition, an election was held in this case and on a review by the Commission, the results of the election were upheld.

Case 4152. Amalgamated Butcher Workmen of N. A. Local No. 641 vs. Landers Packing Company. An election in this case was held to determine the collective bargaining unit. There being no protest from any party, the Commission confirmed the results of the election.

Case 4153. Amalgamated Butcher Workmen of N. A. Local No. 641 vs. Arvada Packing Company, Empire Meat Company, Jett & Stillman, Sigman Meat Company, Denver Wholesale Meat Company, Altherger Packing Company, and Pepper Packing Company. This case was regularly filed on September 27, 1947. Subsequent investigation indicated that agreements could be reached between the parties involved. Later contracts were signed with all parties.

Case 4154. International Union of Operating Engineers L. U. No. 1 vs. National Food Stores. This file consists of a letter informing us of the intention of the Union to negotiate with the Company. We closed the file at the end of the statutory time.

Case 4155. International Union of Operating Engineers L. U. No. 1 vs. Pepper Packing & Provision Company. Negotiations in this case were completed between the principals without the intervention of the Commission.

Case 4156. International Union of Operating Engineers L. U. No. 1 vs. K & B Packing & Provision Company. The same process was followed as in Case No. 4155.

Case 4157. International Union of Operating Engineers L. U. No. 1 vs. Capitol Packing Company. This was a companion case to the three previous cases.

Case 4158. International Union of Operating Engineers L. U. No. 1 vs. Adams Packing & Provision Company. This case was included in the previous cases and was handled in the same way.

Case 4159. International Union of Operating Engineers L. U. No. 1 vs. Landers Packing Company. A contract was signed with this firm at the same time similar contracts were signed with its competitors.

Case 4160. United Mine Workers of America vs. Telluride Mines, Inc. Papers in this file were submitted to conform with State laws although the Federal Mediation and Conciliation Service was asked to settle the dispute.

Case 4161. Teamsters Local Union No. 452 vs. Landers Packing Company. On petition an election was held to determine the collective bargaining unit. Upon tabulating the results, certification was made.

Case 4162. General Teamsters Local Union No. 17 vs. Carlson-Frink Company. Preparations were made to hold an election in this case to determine the collective bargaining unit. The National Labor Relations Board intervened, believing that they had jurisdiction. The Commission thereupon waived its jurisdiction in the case.

Case 4163. International Union of Operating Engineers Local Union No. 1 vs. Landers Packing Company. An election was held to determine the collective bargaining unit and the results being reviewed were confirmed.

Case 4164. International Union of Mine, Mill & Smelter Workers vs. Resurrection Mining Company. This file consists of correspondence explaining the laws and the procedures required to conform to them. A scheduled strike was cancelled when negotiations culminated in a satisfactory contract.

Case 4165. International Union of Operating Engineers L. U. No. 1 vs. Liquid Carbonic Corporation. Notice was regularly given of a desire for a change in working conditions and a new contract. Discussion resulted in an agreement within a reasonable time.

Case 4166. Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 452 vs. Farmers Grain & Bean Ass'n. Notices under Section 31 of the Industrial Commission law and Section 11-(2) of the Colorado Labor Peace Act were received simultaneously in this case, the employer being a first processor of agricultural products. An agreement was reached and we closed our file in the case.

Case 4167. Retail Food Clerks Local Union No. 7 vs. Safeway Stores, Inc. The parties involved in this case were able to iron out their differences of opinion without the intervention of a third party. When so informed we closed our file.

Case 4168. International Union, United Automobile, Aircraft, Agricultural Implement Workers of America vs. Ford Motor Company. A petition for a referendum for an all Union agreement was properly filed. The referendum was held in due course and the results were verified. We thereupon closed our file in the case.

Case 4169. United Packinghouse Workers of America, C.I.O. Local No. 257 vs. National Food Stores, Inc. Petition for an election was filed in this case and was protested by representatives of the employer. Upon investigation it was found that the employer was in a business so affecting interstate commerce that the National Labor Relations Board would probably have jurisdiction. The investigation resulted in a hearing and an Order and Award to that effect.

Case 4170. Chauffeurs & Taxi Cab Drivers Local Union No. 775 vs. Joe's Cab Company. Notice was received of a dispute in this case. It later appeared to the Commission that the dispute could be settled by the parties involved. We, therefore, closed our file in the case at the end of the statutory period.

Case 4171. Hodcarriers, Building & Construction Laborers Local Union No. 354 vs. Reno Construction Co. A petition for an election was filed in this case. It was regularly held on November 24, 1947. The results being confirmed by the Commission, a certificate to that effect was issued and the case closed.

Case 4172. United Steelworkers of America vs. S. W. Shattuck Chemical Company. Notice of a dispute was regularly received in this case. Our efforts to obtain further information were unsuccessful and we, therefore, closed our file in the case at the end of thirty days.

Case 4173. Warehouse & Distribution Workers Union No. 217, International Longshoremen's and Warehousemen's Union, C.I.O. vs. Great Western Mushroom Company. A petition for an election in this case was entertained and set for November 14, 1947. The results of the election being confirmed, a certificate was issued to that effect.

Case 4174. International Union of Operating Engineers Local Union No. 1 vs. Central States Electric Company. No request was made for intervention in this case. The file, therefore, consists of a notice of intention to open negotiations.

Case 4175. Amalgamated Butcher Workmen of North America vs. Capitol Rendering Company and the Denver Rendering Company. This file consists of a notice under Section 31 of the Industrial Commission law. There being no request for our intervention, we closed our file in the case at the end of thirty days.

Case 4176. Denver Paper Box Workers Local Union No. 431 vs. the Inland Paper Box Company. We received notice of desire to negotiate a new contract. Further investigation indicated that there were no insurmountable differences between the parties concerned. We, therefore, closed our file.

Case 4177. Street, Electric Railway and Motor Coach Employees Division No. 1313 vs. Southwestern Greyhound Lines, Inc. Notice was regularly received. Further investigation indicated that a dispute arose which was clearly affecting interstate commerce. We, therefore, waived jurisdiction of the case.

Case 4178. International Association of Machinists vs. Denver-Chicago Trucking Company. Notice was regularly received of a dispute. The matters in dispute were settled between the parties involved. There being no need for our intervention, we closed our file in the case.

Case 4179. Newspaper Guild of Denver Local No. 74 vs. Rocky Mountain News. This case consists of a notice of a desire for a new contract. Negotiations were postponed for the convenience of the employer but a satisfactory agreement was reached when the principals got together. File contains copy of the contract.

Case 4180. Delivery Drivers, Warehousemen & Helpers Local Union No. 435 vs. the Inland Paper Box Co. and the Liquid Carbonic Company. Notice was regularly received in this case. When the status of the employees was determined, a contract was signed and the case closed.

Case 4181. International Association of Machinist Junction Lodge No. 723 vs. Gay Johnson Automotive Service. A charge of an unfair labor practice was filed in this case by the Union. A hearing was held and findings made by a referee. Upon the filing of a petition to review, the Commission sustained the referee. The matter was then taken to court, which reviewed the entire case. Subsequently, a notice of strike was filed and a request for a mediator was made by the Union. The mediator assisted in the negotiations and an agreement was reached. The last reports, however, were that the employer had refused to sign the agreement claiming that it should contain another provision. The matter is now in a state of suspension.

Case 4182. Office Employees International Union Local No. 5 vs. Denver-Chicago Trucking Company. Negotiations in this case were carried on with dispatch and an agreement was reached within a reasonable time.

Case 4183. Rocky Mountain Joint Board C.I.O. vs. Corwin Hospital. Petition for an election in this case brought forth many questions as to jurisdiction and status of the various employees. Some of the questions were delayed for the convenience of the principals. The election was eventually held and the results certified by the Commission.

Case 4184. American Federation of Musicians vs. KLZ Broadcasting Company Rocky Mountain Radio Council. This file consists of a notice that the musicians would not renew the contract providing for the making of recordings. There being no action indicated, the file was closed.

Case 4185. Teamsters, Chauffeurs, Warehousemen Local Union No. 13 vs. Denver Mortar and Material Company.

Case 4186. Teamsters, Chauffeurs, Warehousemen Local Union No. 13 vs. Colorado Builders Supply Company.

Case 4187. Teamsters, Chauffeurs, Warehousemen Local Union No. 13 vs. Denver Sewer Pipe & Clay Company.

Case 4188. Boilermakers Local No. 179 vs. Thompson Pipe & Steel Company.

Case 4189. Boilermakers Local No. 179 vs. Silver Engineering Works.

Case 4190. Boilermakers Local No. 101 vs. Longero Boiler & Sheet Iron Company.

Case 4191. Teamsters, Chauffeurs, Warehousemen Local Union No. 17 vs. Colorado Transfer & Warehousemen's Ass'n.

Case 4192. Teamsters, Chauffeurs, Warehousemen Local Union No. 13 vs. Denver Sand, Gravel & Ready-Mixed Concrete Ass'n.

Case 4193. International Union of Operating Engineers No. 9 vs. Denver Sand, Gravel & Ready-Mixed Concrete Ass'n. The above cases Nos. 4185 to 4193 are the same. Notice was received from the representatives of the employers that the Union had agreed to certain changes. This placed the employers in the position of conforming with Federal and State laws.

Case 4194. Produce Drivers, Warehousemen & Helpers Local Union No. 452 vs. Denver Smoked Fish Company. A petition for an election in this case was filed but it was subsequently taken over by the NLRB. Four votes were cast, two of them were challenged. Litigation followed the election. Our investigation ended at that point.

Case 4195. Greeley Typographical Union Local No. 586 vs. Employers. Notice was regularly received from the Union but there were no insurmountable differences that were not taken care of by the parties involved.

Case 4196. United Brick & Clay Workers Local Union No. 685 vs. Denver Sewer Pipe & Clay Company. Negotiations were carried on in good faith and sincerity and the case was settled without the aid of a mediator.

Case 4197. Hod Carriers, Building & Common Laborers Local Union No. 720 vs. City and County of Denver. This file consists of papers which indicated the threatened strike by the members of the Union in the employ of the City. The strike was later recalled and the matter was settled without a stoppage of work.

Case 4198. United Mine Workers District No. 50 vs. Ideal Cement Company. Notices were received of a dispute from the Union and the employer. The case was referred to the Federal Mediation and Conciliation Service and we thereupon closed our file in the case.

Case 4199. United Mine Workers District No. 50 vs. Pumice Corp. of America. This case proved to be a New Mexico case upon investigation. We, therefore, took no part in it.

Case 4200. Building Service Employees Union No. 105 vs. Railway Exchange Building. Petition was received for an election to determine the collective bargaining unit. Extended investigation indicated that the petition should properly have been addressed to the NLRB. This being established, we closed our file in the case.

Case 4201. International Ass'n of Bridge Structural and Ornamental Iron Workers Local Union No. 24 vs. Employers. This Union, along with

others engaged in the building trades, filed a notice of an intent to negotiate a new scale. As a result of these negotiations the scale was raised from \$1.87 to \$2.00 per hour.

Case 4202. Delivery Drivers, Warehousemen Local Union No. 435 vs. Ambrose & Company, Plains Distributing Company, Carbone & Company, Midwest Liquor Company, Reuler-Lewin Liquor Company, and Colorado Beverage Company. Notices were regularly received in this case. Negotiations were carried on with the individual companies resulting in agreements for all, but on different dates. We held the case open much longer than the statutory requirement and then terminated our jurisdiction as concerned Ambrose and Company and the Plains Distributing Company, and closed our file in the case as concerned the other employers.

Case 4203. Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 452 vs. Baker Truck Rental, Inc. This case consolidated with Case No. 4220.

Case 4204. Amalgamated Meat Cutters & Butcher Workmen Local Union No. 634 vs. Marion M. Iacino dba East Jefferson Market. A petition for an election and a referendum for an all-Union agreement was filed in this case. The request was later withdrawn and the Commission thereupon vacated its notice of election.

Case 4205. Teamsters Local Union No. 17 vs. Transfer Storage Companies. Negotiations in this case extended over a considerable period of time because of the large number to be contacted. The Industrial Commission was not requested to intervene and we, therefore, closed our file in the case when all contracts were signed.

Case 4206. International Ass'n. of Machinists Lodge No. 1353 vs. J. T. Daniels Motor Company. A petition for an election was filed in this case. The election being held and the results being certified, we notified the parties concerned and closed our file.

Case 4207. United Mine Workers District No. 50 vs. Western Wood Preserving, Inc. Negotiations in this case were carried on in good faith and sincerity and resulted in an agreement satisfactory to all parties concerned.

Case 4208. Teamsters Joint Council No. 54 vs. Sand and Gravel Companies. Notice was received of negotiations undertaken in this case. A master contract was agreed to within a reasonable time without a stoppage of work.

Case 4209. Amalgamated Clothing Workers J.T.U. Local No. 3 vs. Gross Wholesale Tailoring Company and Arthur Rose Tailoring Company. Notice was received from the Union indicating certain costs of living adjustments desired in the existing contract. Rates in this area are contingent upon changes in rates in the New York area. We were later informed that a complete agreement was reached here.

Case 4210. Brotherhood of Carpenters Local Union No. 55 vs. Associated General Contractors, Allied Contractors Association, and Denver Home Builders Ass'n. Negotiations in this case were carried on in conjunction with the determination of the rates to be paid in the several building trades. The exact amount was eventually ironed out between the parties involved.

Case 4211. Hod Carriers, Building & Common Laborers Local Union No. 720 vs. Denver General Contractors Ass'n, Allied Contractors Ass'n, Denver Mason Contractors Ass'n, Home Builders Ass'n, Master Plasterers Ass'n, and State Plasterers Ass'n. This is another building trades case. Investigation indicated that while there was no disagreement about rates, certain working conditions were subject to negotiations which eventually resulted in a working agreement.

Case 4212. Sheet Metal Workers Local Union No. 9 vs. Sheet Metal Contractors. The sheet metal workers received a raise in rates from \$1.87½ to \$2.00 an hour. This was the culmination of negotiations in this case.

Case 4213. United Mine Workers of America District No. 50 vs. Koppers Company, Inc. Notice was received in this matter. Since the employer is a nationwide firm, mediation was carried on by the Federal Mediation and Conciliation Service. Our last information was that the case was satisfactorily settled.

Case 4214. United Mine Workers of America District No. 50 vs. Colorado Fuel & Iron Company. This case was settled between the parties involved without the intervention of the Industrial Commission.

Case 4215. Operating Engineers L. U. No. 1 vs. Colorado Insulating Company. A letter was received informing us that negotiations were about to be undertaken in this case. We closed our file at the end of the statutory period.

Case 4216. Operating Engineers No. 1 vs. Denver Sewer Pipe & Clay Company. Our information in this case is that the Federal Mediation and Conciliation Service was called in to settle the differences of opinion. We thereupon closed our file.

Case 4217. Roofers Local No. 41 vs. Associated Roofing Contractors of Denver and Contractors of Colorado Springs, Pueblo and Grand Junction. Notice was received of an intent to negotiate new wage scales effective in Colorado. Our information is that no third party was necessary to effect a satisfactory agreement.

Case 4218. Teamsters Local Union No. 6 vs. Rio Grande Motorway, Inc. Notices were regularly filed in this case. The file was held open long over the statutory time because of the possibility of our being solicited for mediation services. When it appeared that no such services would be requested, we terminated our jurisdiction in the case.

Case 4219. Tile Layers, Marble Masons and Terrazzo Workers No. 6 vs. Tile, Marble and Terrazzo Dealers. Negotiations in this case revealed no serious differences of opinion and an amicable agreement was reached without a stoppage of work.

Case 4220. Teamsters Local Union No. 452 vs. Baker Truck Rental, Inc. Notices in this case were regularly received. There being no request for a hearing or for mediation service, the Commission closed its file at the end of the statutory period.

Case 4221. Teamsters Local Union No. 17 vs. Denver-Amarillo Express. This case consists of a notice from a representative of the employer. We were not advised by the Union as to the negotiations.

Case 4222. United Packinghouse Workers District No. 3 vs. Cudahy Egg Canning and Grading Dept. Our information is that the packinghouse workers' strike did not affect this case and that work was carried on continuously.

Case 4223. United Packinghouse Workers vs. National Food Stores. This case was settled in Chicago. There being no reason for intervention, the Commission closed its file in the case.

Case 4224. Delivery Drivers, Warehousemen and Helpers Local Union No. 435 vs. Continental Can Company. File in this case was kept open much longer than the statutory requirement for the reason that it was not convenient for the principals to meet. Upon assurance that there would be no insurmountable difficulties, the Commission terminated its jurisdiction.

Case 4225. Rocky Mountain Joint Board R.W.D.S.E.U.-C.I.O. vs. Denver Sanitary Laundry. A petition for an election to determine the collective bargaining unit was filed in this case. Before the election was held, charges of unfair labor practices were filed, hearings held and decisions rendered. Upon polling the election and certifying the results, the Commission closed its file in the case.

Case 4226. United Steelworkers of America Local Union No. 3029 vs. Gardner-Denver Company. This case was consolidated with Case No. 4258.

Case 4227. Denver Mailers' Union No. 8 vs. Catholic Press Society. A satisfactory contract was signed in this case after negotiations confined to the parties concerned.

Case 4228. Amalgamated Butcher Workmen Local Union No. 641 vs. Capitol Packing Company. The Commission held this case up longer than the time required by law but it appearing to the Commission that our services would not be requested, we closed our file. However, the same case was reopened six months later and is now pending.

Case 4229. United Brotherhood of Teamsters, Chauffeurs, Warehousemen No. 452 vs. Capitol Rendering Works. Negotiations were carried on in this case over a period of time and an agreement reached without the aid of the Industrial Commission.

Case 4230. United Brotherhood of Teamsters, Chauffeurs, Warehousemen No. 452 vs. Denver Rendering Works. Although negotiations in this case extended over a considerable period of time, an agreement was finally reached without the intervention of the Industrial Commission.

Case 4231. Chauffeurs, Warehousemen and Helpers Local Union No. 146 vs. Robinson Sun Valley Dairy. Negotiations in this case were carried on for a period and then dropped. Later the negotiations were revived and are in progress at the time of writing.

Case 4232. Amalgamated Butcher Workmen Local Union No. 641 vs. Landers Packing Company. Notice was received in this case of a desire for a change in wage rates. This matter was settled between the parties concerned. We, therefore, closed our file in the case.

Case 4233. Hod Carriers, Building and Common Laborers Union No. 398 vs. Boulder Plumbing & Heating Company, City Plumbing & Heating Company, Silver State Plumbing & Heating Company, Specht Plumbing and Heating Company, Ardourel Plumbing & Heating Company, and Dalton Plumbing & Heating Company. Notice was received of a labor dispute. An offer of the Commission to aid in the settlement was not accepted. We, therefore, closed our file for lack of prosecution.

Case 4234. Hod Carriers, Building and Common Laborers Union No. 398 vs. Denver General Contractors Ass'n, Allied Contractors Ass'n, Denver Mason Contractors Ass'n, Home Builders Ass'n, Master Plasterers Ass'n, and State Plasterers Ass'n. This case was one of the building trades adjustments and the procedure followed the same pattern as the other cases in the same group.

Case 4235. International Association of Machinists District Lodge No. 86 vs. International Harvester Company. Negotiations in this case were carried on in a business-like manner and a settlement reached within the statutory time. We, therefore, closed our file in the case.

Case 4236. United Packinghouse Workers of America vs. Cudahy Packing Company, Armour & Company and Swift & Company. Notices were regularly

received both from local officials and national officials of the Union. Since the negotiations were carried on at the national level, the Industrial Commission was not a party to them. Constant investigation and observation of the conduct of the resulting strike was made. Complaints and charges of violation of the Colorado Statutes were entertained and disposed of. The dispute was finally settled in Chicago.

Case 4237. United Mine Workers of America District No. 50 vs. Adolph Stampfel. This file consists of a notice of a labor dispute. No further information concerning the matter reached us, possibly due to a change in officials of the Union.

Case 4238. United Mine Workers of America District No. 50 vs. U.S. Vanadium Corporation. No other information than that a dispute existed was received in this case. We, therefore, closed our file for lack of prosecution.

Case 4239. International Ass'n of Machinists vs. Ajax Iron Works. Notice of a dispute was regularly received in this case but there being no request for a hearing or other aid, the Commission did not intervene. A satisfactory agreement was later signed.

Case 4240. Longshoremen's & Warehousemen's Union, Local No. 217 vs. Flaks, Inc. This file consists of a letter from representatives of the employers; otherwise the case was not brought to our attention.

Case 4241. Teamsters, Chauffeurs & Warehousemen's Local Union No. 943 vs. Union Ice & Cold Storage Company. This case is in the same status as Case No. 4240.

Case 4242. Molders & Foundry Workers Local No. 188 vs. Electron Corporation. A notice was received. This was in compliance with Section 31 of the Industrial Commission Act. An amicable settlement was reached without the intervention of the Commission.

Case 4243. Rocky Mountain Joint Board C.I.O. vs. Pueblo Laundry. A petition was filed for an election in this case. The election was regularly held and the results certified. We thereupon closed our file in the case.

Case 4244. Operating Engineers No. 1 vs. Denver Ice & Cold Storage Company. Notice was filed in this case on January 29, 1948. After holding the case open for much more than the statutory time, a settlement was made.

Case 4245. Operating Engineers No. 1 vs. Colorado Ice & Cold Storage Company. This case was settled according to our information between the representatives of the principals concerned.

Case 4246. Operating Engineers No. 1 vs. Swift & Company. Negotiations in this case were hampered by the existence of a strike of employees in connection with this Union. The case was held open for a long time, but as the services of the Commission were not requested, we closed our file in the case.

Case 4247. Operating Engineers No. 1 vs. Supreme Dairy now Robinson Dairy. Negotiations in this case were undertaken after notices under both the Industrial Commission Law and the Colorado Labor Peace Act were filed in this office. Negotiations were stymied by the change in ownership of this company while the conferences were in progress. Our information is that an amicable agreement may be expected as soon as circumstances permit.

Case 4248. Operating Engineers No. 1 vs. Purity Creamery. After notices were regularly filed in this case, the dispute was heard by the NLRB. Upon the issuance of their decision, we closed our file in the case.

Case 4249. Operating Engineers No. 1 vs. Lakeside Butter Company. Notices were regularly filed in this case. The file was held open long over the statutory time because of the possibility of our being solicited for mediation services. When it appeared that no such services would be requested, we terminated our jurisdiction in the case.

Case 4250. Operating Engineers No. 1 vs. City Ice Company. Notices both under the Industrial Commission law and the Labor Peace Act were filed in this case. The negotiations extended over a considerable period of time. We are informed that a settlement was finally reached.

Case 4251. Operating Engineers No. 1 vs. Carlson-Frink Company. Notices were filed in this case both under the Industrial Commission law and the Labor Peace Act. The services of the Industrial Commission were not sought before a settlement was reached.

Case 4252. Operating Engineers No. 1 vs. Beatrice Foods Company. This case is the same as Case No. 4251.

Case 4253. United Brewery, Flour, Cereal, Soft Drink & Distillery Workers Local Union No. 44 vs. Tivoli-Union Company, Anheuser-Busch, Denver Beverage Sales, Model Distributing Company, Mile High Distributing Company, Murray Bros. Distributing Company, Main Distributing Company, Premium Distributing Company, G. & G. Distributing Company, and Yeolin Mercantile Co. (Carmil Distributing Co.) After notices had been regularly filed, a request for a hearing was made. The hearing was held and an award issued. Further investigation indicated that neither party was happy with the award but both sides complied with it.

Case 4254. Painters Local Union No. 79 vs. Union Painting Contractors Ass'n. A notice was received of the opening of negotiations in this case. The changes were agreed to without the intervention of the Industrial Commission.

Case 4255. Denver Printing Pressmen & Assistants Union No. 40 vs. Employing Printers of Denver. Notices were received under the Industrial Commission law and the Labor Peace Act. The controversy was settled without the stoppage of work and within a reasonable time.

Case 4256. Hod Carriers, Building and Common Laborers Local Union No. 720 vs. Barnett Company, Standard Wrecking Company, Denver Wrecking Company, Lester F. Smith, Black Hawk Wrecking Company and Grant R. Watson Construction Company. A contract was signed in this case without the intervention of the Industrial Commission.

Case 4257. Milk Drivers & Dairy Employees Union No. 537 vs. Employers. Notices were regularly received from the Union concerning the large dairies. Negotiations progressed slowly with the result that mediation of the NLRB was called in. The Commission thereupon closed its file in the case.

Case 4258. United Steelworkers of America vs. Gardner-Denver Company. In these negotiations the question of the bargaining unit arose but did not interfere with a settlement which followed the negotiations.

Case 4259. Hod Carriers, Building and Common Laborers Union No. 720 vs. F. B. and A. A. Anderson & Company, Contractors; J. O. Anderson, Contractor; Austin Construction Company; Brown Construction Company; Colorado Contractors' Association; Colorado Constructors, Inc.; Joseph J. Dooling; Engineering Construction Company; Grafe-Callahan Construction Company; Granby Constructors; Gordon, Bressi & Bevanda; Hesser Construction Company; Carl V. Hill; Hinman Brothers; A. S. Horner Construction Company; Horner & Switzer Construction Company; C. L. Huber, Contractor; Hutcheson & Massey, Inc.; Al Johnson Construction Company; Frank M. Kenney; James Kenney; Peter Kiewit & Sons Company; Latimer Construction Company; Lawrence Construction Company; Lindstrom and Williams; Lowdermilk Brothers; Millay and McBride Construction Company; J. H. and N. M. Monaghan & Associates; Northwestern Engineering Company; Pacific Pipe Line & Engineers, Ltd.; Platt Rogers Construction Company; Rhoades Brothers & Shafner; Roark and Birchby; Schmidt Construction Company; M. J. Sears, Contractor; Samuels & Franklin; Edward Selander, Contractor; Peter Seerie, Contractor; Henry Shore, Contractor; Frank T. Spillane; Sterling Sand and Gravel Company; Stiers Construction Company; Tunnel Constructors; Vinnell Company, Inc.; Martin Wunderlich; Western Paving Construction Company; Robert C. Warner. Settlement in this case was reached without too much loss of time and to the satisfaction of the parties concerned.

Case 4260. Delivery Drivers, Warehousemen & Helpers Local Union No. 435 vs. Western Felspar Milling Company. Compliance with Section 31 of the Industrial Commission law was observed in this case and an agreement was reached within a reasonable time.

Case 4261. Sign & Pictorial Painters Local Union No. 1045 vs. Denver Sign Contractors. Negotiations in this case were carried on between the parties concerned. Both a dispute and a strike notice were filed. An agreement was subsequently reached and the contract is filed in this office.

Case 4262. Operating Engineers No. 1 vs. Denver Dry Goods Company. An agreement was reached in this case after protracted negotiations.

Case 4263. Molders & Foundry Workers vs. C. S. Card Iron Works, Empire Foundry Company, Magnus Metal Company, Manufacturers Foundry, Carl Pearson Brass Foundry, Schlitter Iron Foundry U. S. Foundries, Inc., Western Foundry, Inc., and Hosek Mfg.-Overland Company. Negotiations were carried on with the industrial shops by this union. Agreements were reached with all the shops except the U. S. Foundries. After a short strike an agreement was reached in that case also.

Case 4264. Cement Finishers Local No. 894 vs. Grand Junction Contractors. A letter was received stating that a raise from \$1.62½ to \$2.00 per hour was sought by the Union. The services of the Commission were not requested and no strike notice was received. Efforts to obtain further information were unavailing. We, therefore, closed our file in the case at the end of the statutory period.

Case 4265. Bridge, Structural & Ornamental Iron Workers Local Union No. 507 vs. Midwest Steel & Iron Works, E. Burkhardt & Sons, and Denver Steel & Iron Company. Notice of an industrial dispute was regularly filed in this case. The subsequent negotiations resulted in a satisfactory agreement and a copy of the contract is in the file.

Case 4266. Hod Carriers, Building & Common Laborers Union No. 720 vs. Building Maintenance, Miller Sorensen, John C. Reeves Company and Joe Penna. Notice of a dispute was filed in this office. The resulting negotiations were carried on over a period of time but a satisfactory contract was eventually signed. We, therefore, closed our file.

Case 4267. Pueblo Typographical Union No. 175 vs. O'Brien Printing & Stationery Company, Rocky Mountain Banknote Company, Riverside Printing Company and Mercantile Printing Company. A working agreement was the result of negotiations in this case. The Commission kept in touch with the situation but was not called on to hold a hearing.

Case 4268. Chauffeurs & Taxi Cab Drivers Local Union No. 775 vs. Green & White Cab Company. After notices were filed a hearing was held on this case to determine jurisdiction. The Referee being fully advised of the facts, no election was held.

Case 4269. United Mine Workers of America vs. Hayden Coal Company and Keystone Coal Company. This case consists of information concerning what was claimed to be a strike at two mines. The dispute involved the War Labor Board order and the available power to operate. A working agreement was ironed out within a short time.

Case 4270. Broom & Whisk Makers Local Union No. 77 vs. National Broom Company. Notice was given of certain desired changes in the contract. Negotiations were conducted between the parties involved without the aid of the Industrial Commission. Our file was closed upon the expiration of the time provided by law.

Case 4271. International Union of Operating Engineers No. 1 vs. Inland Paper Box Company. Work continued in this plant during the protracted negotiations. Eventually a settlement was reached.

Case 4272. International Union of Operating Engineers No. 1 vs. Bank Block. This file consists of a letter indicating that certain changes would be negotiated in the agreement. The file was held open for a considerable period to aid in the settlement, if that should be necessary. No request for a hearing or for mediation was made.

Case 4273. United Brick & Clay Workers Local Union No. 643 vs. Standard Fire Brick Company. Notices were received in this case but subsequent investigation indicated that no adjustment was needed from the Commission to effect a satisfactory settlement.

Case 4274. Amalgamated Butcher Workmen Local Union No. 641 vs. Litvak Meat Co. A petition for an all-union referendum was entertained. After many protests were heard and considered, the election was held. Following the announcement of the results a petition to set aside the election was received. Upon reviewing the whole case, the latter petition was denied, the election certified and the case closed.

Case 4275. International Union of Operating Engineers No. 1 vs. Oriental Refining Company (Denver and Alamosa, Colorado). This case was referred to the NLRB for an election to determine the collective bargaining unit. The Commission thereupon closed its file in the case.

Case 4276. International Union of Operating Engineers No. 1 vs. Walter Brewing Company. Negotiations in this case were delayed but not due to insurmountable difficulties in reaching an agreement. When this became apparent, we closed our file in the case.

Case 4277. International Union of Operating Engineers Local No. 1 vs. Tivoli Union Brewing Company. Notices both under the Industrial Commission Law and the Labor Peace Act were filed in this case. Investigation indicates that negotiations are still being conducted.

Case 4278. International Union of Operating Engineers No. 1 vs. Crystal Bottling Company. Settlement of this case is contingent upon settlement of Case No. 4276.

Case 4279. Painters Local Union No. 79 vs. Union Painting Contractors Ass'n. This case was carried along with that of the other building trades and joint agreements were worked out satisfactorily.

Case 4280. United Rubber, Cork, Linoleum and Plastic Workers vs. Gates Rubber Company. Both the Union and the Company desired changes in this case. The dispute was referred to the Federal Mediation and Conciliation Service for adjustment. We closed our file when it became apparent we could not be of help to the participants.

Case 4281. Glass Workers and Glaziers Local No. 930 vs. Denver Contracting Glaziers. Notice of a desire to modify the contract was received. We were later informed that this case was settled along with the other building trades cases.

Case 4282. Bridge, Structural and Ornamental Iron Workers No. 24, Operating Engineers No. 9, Teamsters No. 13, and Carpenters and Joiners No. 55 vs. Colorado Contractors Ass'n and Denver General Contractors Ass'n. This file contains information concerning the negotiations and the rates of pay that resulted therefrom.

Case 4283. Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 17 vs. Rio Grande Motorway, Inc. Settlement of this case was contingent upon settlement of Case No. 4218. When it appeared that our services were not needed for negotiation or mediation, the Commission terminated its jurisdiction therein.

Case 4284. Teamsters, Chauffeurs, Warehousemen and Helpers No. 452 vs. Ellis Canning Company. This file consists of notification from the employers concerning the existence of certain negotiations. We received no other notice regarding them.

Case 4285. Bakery Drivers and Salesmen's Local Union No. 219 vs. Hall Baking Company, American Beauty Bakery, Mother's Home Bakery, Italian Bakery, Golden Cream Do-Nuts, Gus' Butter Maid Bake Shop, American Lady Bakers, Star Bakery, Goldstein's Bakery, Old Homestead Bread, Rainbo Bread Company, Campbell-Sell Baking Company, Kilpatrick Baking Company, Macklem Baking Company and Continental Baking Company. Notices of a dispute and of an intent to strike were regularly filed in this case. Investigation and contacts with both parties failed to bring about an immediate settlement. The NLRB conducted an election. A strike ensued on May 1, 1948. Settlement was made on May 21, 1948.

Case 4286. Carpet, Linoleum and Resilient Tile Layers No. 419 vs. Soft Floor Dealers. Negotiations in this case were carried on between the parties concerned. The Commission was in constant contact with the situation and a satisfactory settlement was reached before too long a time.

Case 4287. Carpenters and Joiners No. 244 vs. Otto Bauman, Earl J. Barbour, Joe Chamberlain, Fred Jewett, Olson Construction Co., Newstrom-Davis, Dale Luke, Hammer-Vale, Thos. McCall, Jr., Carl E. Poland, Theo L. Theising, Max F. Kennedy. Notices were regularly filed of a labor dispute and an intent to strike. Several letters were written to clarify the procedure and the rights of the parties affected. It being apparent that our services would not be requested to aid toward a settlement, the Commission terminated its jurisdiction in the case.

Case 4288. Fremont Boardinghouse Workers vs. Fremont Trading Company and Climax Molybdenum Company. This file consists of an agreement proposed between the Union and the Company. Efforts to enlarge our information in the case were unavailing. We, therefore, closed our file when no action was indicated.

Case 4289. Cannery Workers' Union No. 23726 vs. Kurer-Empson Company (Evans, Colorado). Notice was received under the Industrial Commission law of the opening of the existing contract. We were not petitioned for a hearing. We, therefore, closed our file in the case at the end of the statutory time.

Case 4290. Cannery Workers' Union No. 23260 vs. Kurer-Empson Company (Brighton, Colorado). Notice was filed in this case and there being no request for a hearing, no action was taken.

Case 4291. Molybdenum Corporation of America vs. International Union of Mine, Mill and Smelter Workers No. 850. This file consists of a letter informing us of the shutdown of the Urad Mine and that the Company, therefore, felt no obligation under the contract. There being no protest, the file was closed.

Case 4292. Chauffeurs and Taxi Cab Drivers No. 775 vs. Ritz Cab Company. Notices under the Industrial Commission law and the Colorado Labor Peace Act of a dispute and possible strike were filed. There being no way to bring the owners and the employees to a common point of view, a strike ensued. The matter was eventually settled and the cabs resumed operation.

Case 4293. Operating Engineers No. 9 vs. Western Paving Company. Information was received from representatives of the employers indicating that while negotiations were continuing no agreement had been reached at the time of closing the file in the case.

Case 4294. United Steelworkers of America vs. Wm. Ainsworth & Son. A notice of a dispute was received and handled in the customary manner. A strike notice was also filed but our contact with the situation indicated that the principals were not too far apart. The case was subsequently settled.

Case 4295. Chauffeurs, Warehousemen and Helpers Union No. 146 vs. Royal Cab Service. A petition for an election was filed in this case and a Motion to Dismiss was entertained. In a subsequent hearing, the Referee found that the Company was not an employer within the meaning of the Colorado Labor Peace Act. Therefore, an election was not held. Later an agreement was reached.

Case 4296. International Union of Operating Engineers No. 1 vs. Armour & Company. Notice was given under Section 31 of the Industrial Commission law. Negotiations were carried on at the convenience of the participants and the case was settled and our files closed.

Case 4297. Milk Drivers & Dairy Employees Union No. 537 vs. Colorado Condensed Milk Company. A thirty-day notice was received in this case. Negotiations resulted in an agreement satisfactory to all parties concerned.

Case 4298. International Union of Operating Engineers No. 1 vs. Denver Tramway Company. Negotiations in this case were carried on in good faith and sincerity and resulted in a settlement of the disputes involved.

Case 4299. Teamsters Union No. 17 vs. Buckingham Transportation Company, Kingsby Truck Lines, Salt Creek Freightways and Ridgeley-Pioneer Freight Lines. Notice was received under the Industrial Commission law. The negotiations were carried on with the companies individually. Strike notices were filed in due time. Settlement, however, was reached on April 22, 1948.

Case 4300. Retail Clerks International Assn. Local No. 24 (Pueblo) vs. Montgomery Ward & Company. This file consists of information to the effect that a meeting had been sought by the Union and representatives of the employers. No further information was forthcoming. Therefore, the case was closed in the regular routine.

Case 4301. Farm Equipment Workers Local Union No. 329 vs. Heckethorn Mfg. & Supply Company. Notices were regularly filed with the Industrial Commission. The employer was notified according to the customary procedure. Neither party requested a hearing or our mediation service. We, therefore, closed our file in the case.

Case 4302. International Hod Carriers, Building & Common Laborers No. 813 vs. Western Colorado Contractors Assn. This file consists of letters and notices concerning wage dispute which extended over a considerable period of time. Information indicates that our advice was accepted and an agreement was reached without a stoppage of work.

Case 4303. Teamsters Union No. 452 vs. Gates Rubber Company. In this case after the necessary notices were filed, an election was held to determine the collective bargaining unit for the employees. A dispute regarding wages was settled shortly thereafter.

Case 4304. International Brotherhood of Electrical Workers Local Union No. 111 vs. Union Power Construction Company, Elco Construction Company, and Campsey Construction Company. Notices under the Industrial Commission law and the Labor Peace Act were filed in this case. Our further information is that a settlement was reached before the expiration of the strike notice.

Case 4305. International Brotherhood of Teamsters, Chauffeurs, Warehousemen Local Union No. 452 vs. Lindner Packing & Provision Company. Notice of a labor dispute and of an intent to strike was filed in this case. No strike occurred, however, because the matter was settled to the satisfaction of the parties concerned.

Case 4306. International Brotherhood of Electrical Workers No. 68 vs. Denver Electrical Employers. Notices were filed in this case but minus the names of the employers. Before that information could be furnished us, a satisfactory settlement was reached by the principals.

Case 4307. Bakery Drivers & Salesmen's Union No. 219 vs. Puritan Pie Company and Denver Pie Company. This case was settled between the parties concerned in a relatively short time. No request for a hearing was made and we are informed none was necessary.

Case 4308. Teamsters Union No. 452 vs. Joe Kavanaugh, Inc. This file consists of notification from the employers representative of a labor dispute. It was not prosecuted.

Case 4309. Cannery & Fruit Process Workers Union No. 23648 vs. Kurer-Empson Company (Grand Junction Plant). A 30-days notice under the Industrial Commission law was received. Intimation was made that a notice of intent to strike would be forthcoming. However, it never arrived and the case was closed in accordance with the usual procedure.

Case 4310. Chauffeurs & Taxi Cab Union No. 775 vs. Bussard Taxi & Bus Service. A petition for an election was regularly filed in this case. The question arose as to jurisdiction. The file awaits a decision by the NLRB.

Case 4311. Teamsters Union No. 775 vs. Rocky Mountain Motor Company. A petition for a referendum on the question of the union shop was filed in this case. Although the employer did not object to the referendum, the question of jurisdiction arose. It being settled, the referendum was held and the results certified.

Case 4312. Painters, Decorators & Paperhangers No. 264 vs. Employers. This file consists of a notice of a labor dispute and questions as to procedure. These being answered, no further action on our part was indicated.

Case 4313. Amalgamated Butcher Workmen No. 641 vs. J. A. Sharoff & Company. This case was held up for an unusually long time so as to afford every possible opportunity to entertain a request for arbitration or conciliation. No such request having been received, the file was closed on June 29, 1948.

Case 4314. Bakery & Confectionery Workers Local No. 26 vs. Union Bakeries. Notices of desired changes were filed in this case. The negotiations were completed in a relatively short time and only the striking teamsters in the employ of this industry caused a stoppage of work.

Case 4315. United Mine Workers District No. 50 vs. Colorado Fuel & Iron Corporation. Notice under the Industrial Commission law was received and handled in the customary manner. No request for a hearing was made by either party. We, therefore, closed our file at the end of the statutory time.

Case 4316. Barbers Union Local No. 205 vs. Union Barber Shops. Notice was received by the Union of a desire for certain changes. After some negotiations, the master barbers, representing 75 per cent of the two hundred shops affected, agreed to a contract. Our information is that the other barber shops followed suit.

Case 4317. Rocky Mountain Joint Board C.I.O. vs. Corwin Hospital (Sisters of Charity). A petition for a second election to determine the collective bargaining unit was filed in this case. The election previously held was not considered by the employer to be valid because of a change in ownership of the hospital and the Union filed a new petition for election. While the Commission was investigating the necessity of a second election, the Union struck the Hospital. The strike was investigated by the Commission. After two days the strike was called off. Final determination of the status of the case awaits answers from the National Organization C.I.O.

Case 4318. UAW, CIO vs. General Motors Corporation. Notice in this case was filed as a formality and to leave the Union in a solid legal position as far as State laws were concerned. The negotiations were carried on in Detroit and a national contract signed there.

Case 4319. Teamsters, Chauffeurs, Warehousemen Local Union No. 452 vs. J. A. Sharoff & Company. Negotiations in this case were tied in with the negotiations between the Butcher workmen and the same employer. Settlement of both disputes was effected simultaneously.

Case 4320. Delivery Drivers, Warehousemen & Helpers Local Union No. 435 vs. H. H. Post Company, Butler Paper Company, Dixon & Company, Graham Paper Company, Plotkin Bros., and Carpenter Paper Company. Notices under the Industrial Commission law and under the Colorado Labor Peace Act were filed in this case. The Commission determined the case involved according to the usual procedure. A settlement was reached before there was a stoppage of work.

Case 4321. Operating Engineers Local Union No. 1 vs. Denver Dry Cleaners. This case was settled by representatives of both parties concerned without a stoppage of work.

Case 4322. Cleaners & Dyehouse Workers No. 304 vs. Denver Dry Cleaners. This case and a previous one were negotiated by the parties involved jointly. Both cases were settled simultaneously.

Case 4323. International Union of Operating Engineers No. 1 vs. Mountain Ice & Coal Company and Forbush Ice & Coal Company. Notice was filed in this case in the regular manner. After the statutory time had elapsed and negotiations had not begun, the Commission closed its file in the case for lack of prosecution.

Case 4324. Carpenters and Joiners Local Union No. 1480 vs. Contractors of Boulder. This case was not recorded until a satisfactory settlement had been concluded. There being no need for mediation, the case was closed in the usual routine.

Case 4325. Street, Electric Railway and Motor Coach Employees L. U. No. 1001 vs. Denver Tramway Corporation. Notice of a labor dispute was filed in this case. The NLRB conducted an election on an all-union shop question. Following the election a satisfactory agreement was reached.

Case 4326. International Association of Machinists District Lodge No. 86 vs. McFarlane-Eggers Machinery Company and Quick-Way Shovel Company. The case was settled between the parties concerned without the intervention of the Commission.

Case 4327. Newspaper Guild of Pueblo vs. Star-Journal Publishing Company. Notice was received from the Guild informing us of its desire for certain changes in the contract. The negotiations were carried on over a considerable period of time because of illness of the participants. The Commission held the case open for service much longer than the statutory time. When it appeared that the settlement would be made, the Commission closed its file in the case.

Case 4328. Mine and Mill Employees Union Local No. 24361 vs. Ozark-Mahoning Company. This file consists of correspondence indicating that negotiations were in prospect. There being no request for a hearing, the case was closed in the statutory time.

Case 4329. Bakery and Confectionery Workers Local Union No. 162 vs. Rainbo Bakers, Inc., and Continental Baking Company (Pueblo). Notices under the Industrial Commission law and the Labor Peace Act were regularly filed in this case. Our contacts indicated that there was considerable differences of opinion as to what the rates should be. After reasonable time had been allowed for intervention by the Commission, and having received no request for such intervention, the case was closed.

Case 4330. United Cement, Lime and Gypsum Workers vs. Ideal Cement Company. Notices were filed and negotiations were conducted. A contract was signed June 2, 1948.

Case 4331. City Employees vs. City and County of Denver. This file consists of information concerning the change in rates for city employees, although no notice was filed by either party.

Case 4332. I.U.U.A.A. Agricultural Implement Workers vs. Coleman Motors Corporation. On April 7, 1948 this case was filed and an agreement was reached shortly thereafter.

Case 4333. Amalgamated Meat Cutters and Butcher Workmen L. U. No. 634 vs. Safeway Stores, Inc. This case consists of a charge by the Union of violation of the Contract and a denial by the employer. At the election of the Union the case was filed in Court where it is now pending.

Case 4334. International Union Retail, Wholesale and Department Store Employees vs. Colorado Milling & Elevator Company. Notice under the Industrial Commission law was received in this case. Our last contact indicated that an agreement had been reached except on one point. Having received no request for a hearing, the case was closed.

Case 4335. Operative Plasterers and Cement Finishers No. 577 vs. Associated General Contractors and Allied General Contractors. Negotiations in this case were combined with the other building trades cases and was settled at the same time.

Case 4336. American Union of Telephone Workers vs. American Telephone & Telegraph Company. Notices in this case were filed in compliance with laws of the State. However, the negotiations were carried on on a national level. Therefore, the Industrial Commission did not take part in the solution.

Case 4337. International Ass'n of Machinists District Lodge No. 86 and Local Union No. 606 vs. Gallagher Transfer Co. This case was settled following negotiations between the parties concerned.

Case 4338. Chauffeurs, Teamsters, Helpers and Warehousemen's Local Union No. 13 vs. Plumbing Supply Group. No intervention by the Industrial Commission was requested in this case. It was formally settled within a reasonable time.

Case 4339. Hod Carriers, Building and Construction Laborers Local Union No. 354 vs. Allied Contractors Ass'n of Pueblo. Negotiations in this case were carried on according to our information. The Federal Mediator was requested to conduct the negotiations. When it became apparent that the Commission would not be requested to arbitrate or mediate the matter, the file was closed.

Case 4340. United Steelworkers of America vs. American Brake Shoe Company (Ramapo Ajax Division). Notice under the Industrial Commission law was received in this case and additional correspondence kept us posted on the progress being made. When the information stopped coming and the statutory requirements had been fulfilled, we closed our file in the case.

Case 4341. Operating Engineers No. 1 vs. Merchants Biscuit Company. Notice under the Industrial Commission law was received in this case. At the time of writing, no settlement had been made but our information is that neither party expected any insurmountable trouble in arriving at an agreement.

Case 4342. Electrical Engineers No. 12 vs. Lynch Electric Company, Main Electric Company, Collier Electric Company, Rheuff Electric Company, City Electric Company, Kyle Electric Company and Salida Electric Service Company. Notices were filed in this case along with a copy of the old agreement. The Union asked for a different wage in renewing the contract. A settlement was made at \$2.25 per hour.

Case 4343. Amalgamated Association of Street, Electric Railway and Motor Coach Employees No. 1142 vs. Continental Bus System. Negotiations in this case were carried on outside of Colorado. The file consists of information designed to comply with Colorado laws.

Case 4344. Produce Drivers, Warehousemen and Helpers Local Union No. 452 vs. General Outdoor Advertising Co., Inc. Notice was received in this case but further information regarding the situation was not procured. We, therefore, closed our file at the end of the statutory period.

Case 4345. Amalgamated Meat Cutters and Butcher Workmen No. 634 vs. Safeway Stores, Inc., Cut-A-Corner Market, Colorado Springs Food Store and Piggly Wiggly Stores (Colorado Springs). Negotiations in this case resulted in a mutually satisfactory agreement.

Case 4346. Drivers vs. Zone Cab Company. A wildcat strike of short duration occurred. No notices were given but the file contains information concerning the situation.

Case 4347. Painters, Paperhangers and Decorators Local Union No. 284 vs. Boulder Contractors. Notice under the Industrial Commission law was received in this case. Subsequent information was not forthcoming. We, therefore, closed our file in the case when the laws had been observed.

Case 4348. Hod Carriers, Building and Construction Laborers Local Union No. 354 vs. Pueblo Contractors. This case turned out to be the same matter discussed in Case No. 4339.

Case 4349. Bakery Drivers and Salesmen's Union No. 219 vs. Merchants Biscuit Company. Negotiations in this case effected an agreement which is on file here. There was no dispute involved which could not be settled by the parties concerned.

Case 4350. International Ass'n of Machinists Lodge No. 86 vs. Illinois-California Express Company. This case was settled by representatives of the Union and the Company. No notice was served on the Commission except by the Employers' Council.

Case No. 4351. Teamsters Union No. 17 vs. West Coast Fast Freight. Notices under the Industrial Commission law and the Colorado Labor Peace Act were regularly filed in this case. There being no request for a hearing or for mediation services, the case was closed at the end of the statutory period.

Case 4352. Machinists Union Local No. 795 vs. Salt Creek Freightways (Wyoming). This case was settled in Wyoming where the employer carries on the bulk of his operations.

Case 4353. Lead and Zinc Processors' Union Local No. 23879 vs. Empire Zinc Division of The New Jersey Zinc Co. A notice was filed in this case which was accepted as compliance with Section 31 of the Industrial Commission law. No further contact was made so far as the Commission was concerned. The file was closed when the law had been observed.

Case 4354. Drainlayers Local Union No. 331 vs. Master Plumbers. Notices of the existence of a labor dispute and of an intent to strike were filed in this case. A settlement was made without a stoppage of work.

Case 4355. Amalgamated Butcher Workmen of North America Local Union No. 641 vs. Litvak Packing Company. This case consists of the papers pertaining to an unfair labor practice charge. Upon investigation and consultation, the charges were withdrawn and an Order to that effect was issued.

Case 4356. International Union of Operating Engineers No. 1 vs. General Iron Works. Notice of a dispute was filed in this case and an answer made by the Company, keeping us informed of the progress of negotiations. Further inquiry revealed that a settlement had been made and a contract signed.

Case 4357. Machinists Local Union No. 86 vs. Ringsby Truck Lines. Notification in this case was received from the employer only. Further inquiry revealed that the case had been settled without the intervention of a government agency.

Case 4358. Molders and Foundry Workers Local Union No. 188 vs. American Brake Shoe Company, General Iron Works, American Manganese Steel Division. Notification under the Industrial Commission law and the Colorado Labor Peace Act were filed in this case. Our latest information is that negotiations are continuing but a settlement has not yet been reached.

Case 4359. Employees in Rail Finishing Dept. vs. The Colorado Fuel and Iron Corporation. This file contains a record of an alleged strike which lasted a few hours and the case became mute before the Commission got it.

Case 4360. Teamsters Local No. 13 vs. Grafe-Callahan Company. A strike occurred in this case without notice on the contention that the contract was being violated. Investigation by the Commission disclosed that no provision in the contract existed for the situation. An agreement was reached shortly thereafter.

Case 4361. The May Company vs. Retail Clerks International Ass'n. Local Union No. 454. Notification from the employer informed us that a decertification referendum was desired. It appears that if such referendum is carried out it will be done by the NLRB. The case is still pending so far as our records revealed.

Case 4362. Carpenters and Joiners Local Union No. 515 vs. Colorado Springs Contractors. The carpenters gave us notice under the Industrial Commission law. Subsequently they quit to go fishing. However, the points of contention were speedily resolved and a satisfactory relationship re-established.

Case 4363. International Brotherhood of Electrical Workers Nos. 111, 789, 925 and 1436 vs. The Public Service Company of Colorado. Notice was received of a labor dispute and the progress of negotiations on April 30, 1948. After instructions as to the procedure of the Industrial Commission, no further information was available. We closed our file in the case at the end of the time specified by law.

Case 4364. Sheet Metal Workers Local Union No. 107 vs. Union Shops. Notice was given in this case of a labor dispute. There being no further inquiry or information, the case was closed after it had been held the statutory time.

Case 4365. International Brotherhood of Teamsters, Chauffeurs Local Union No. 452 vs. General Iron Works Company. Satisfactory settlement was made in this case between representatives of the Union and the Company.

Case 4366. Laundry Workers Union, Local No. 304 vs. Home Service Company (Brighton, Colorado). This is an unfair labor practices case. Charges were made and a hearing was held before a Referee. Upon the consideration of the testimony offered, a decision was made. The decision was appealed by the Union and the Commission upheld the Referee's findings and recommendations. Thereupon the case was closed.

Case 4367. International Brotherhood of Teamsters Local Union No. 452 vs. Red Dot Oil Company. This file consists of a notification from the employer's representatives. At the time of writing, a settlement had not been made.

Case 4368. Office Employees International Union, Local No. 5 vs. Safeway Stores, Inc. The 30 days notice was given in this case and at the time of writing, the dispute was still being discussed.

Case 4369. Sheet Metal Workers International Ass'n, Local Union No. 118 vs. Employers. Notice was given under the Industrial Commission law in this case. The file was closed when no further information was forthcoming and the statutory time had expired.

Case 4370. Chauffeurs, Warehousemen and Helpers Union No. 146 vs. Transit Mix Concrete Company. Notices under the Industrial Commission Law and Labor Peace Act were received in this case and further contacts indicated that the negotiations were progressing satisfactorily. We later were informed that an amicable agreement was reached.

Case 4371. Chauffeurs, Warehousemen and Helpers Union No. 146 vs. Beatrice Foods Company. Notices were filed in this case. Our information is that there appears to be no insurmountable difficulties in reaching a contract. However, at this time the settlement is pending.

Case 4372. Chauffeurs and Taxicab Drivers, Local Union No. 775 vs. Rocky Mountain Motor Terminal Garage, Denver. A petition for a referendum on a union shop was received and given attention, especially as to the jurisdiction of the Commission. After it was finally determined that the Commission did have jurisdiction, the election was held and the results certified. We thereupon closed our file in the case.

Case 4373. Chauffeurs and Taxicab Drivers Union No. 775 vs. Ritz Cab Company. A petition for an election was filed in this case and a protest was

lodged. A hearing was held to determine if this company was an employer within the meaning of the Colorado Labor Peace Act. It was ordered that the election would not be valid for the reason that the Company was not an employer. The file was therefore closed.

Case 4374. Chauffeurs and Taxicab Drivers Local No. 775 vs. Zone Cab Company. A petition for an election was filed in this case. Upon protest, a hearing was held after which the Referee found that the Company was not an employer within the meaning of the Colorado Labor Peace Act. The petition for election was thereupon dismissed.

Case 4375. Chauffeurs and Taxicab Drivers Local No. 775 vs. Radio Cab Company. Petition for an election in this case was filed and upon protest a hearing was held which found that the Company was in no different position than the companies concerned in the two previous cases therefore, no election was held.

Case 4376. Journeymen Plumbers and Steamfitters Local Union No. 58 vs. Employers of Membership. A letter was received May 7, 1948 in this case informing us that a raise in wage scale was being negotiated to take effect November 1, 1948. At the time of writing no request had been made for the services of a mediator.

Case 4377. Retail Clerks Local No. 308 vs. Money Saver Market, Rettig's Grocery & Market, Safeway, Inc., City Market, and East Side Market. Notice under the Industrial Commission law was received in this case. Our most recent information is that negotiations are proceeding.

Case 4378. Teamsters, Chauffeurs, Warehousemen Local Union No. 6 vs. Arden Sunfreeze Creameries. Notices in this case were received in good order. The case was not settled according to our latest information.

Case 4379. Electric Workers Local Union No. 877 vs. Advance Neon Sign Company, Alden Sign Company, Art Neon Company, Electrical Products, and Morton Neon Company. Notices under the Industrial Commission law and the Labor Peace Act were filed in this case. However, no strike has occurred in the companies covered. We were informed by the Union officials that a settlement will probably be made.

Case 4380. Cleaners and Dyehouse Workers Local Union No. 304 vs. Mountain States Industrial Service, Inc. Notice under the Industrial Commission law was received in this case and properly acknowledged. No request for a hearing had been received to this date.

Case 4381. United Mine Workers of America District No. 15 vs. Golden Cycle Corporation. Petition for an election was received in this case. A protest was lodged by the Company. A hearing was held after which a decision was rendered which held that the NLRB had previously assumed jurisdiction and the circumstances remain unchanged, and that the Commission had no jurisdiction over the parties concerned.

Case 4382. Association of Communication Equipment Workers vs. Western Electric Company. Negotiations in this case were carried on at the national level. Notices were filed to comply with the Colorado laws governing the situation. Upon compliance the case was closed.

Case 4383. Painters, Decorators and Paperhangers No. 302 vs. Pueblo Paint Contractors. The 30 days' notice required by the Industrial Commission law of a labor dispute was filed in this case. An amicable settlement was reached between the parties concerned without stoppage of work.

Case 4384. Electrical Workers Local Union No. 1490 vs. Home Gas & Electric Company. This file contains a notice of a labor dispute from representatives of the employer. No further information was forthcoming. The file was closed for lack of interest on the part of the Union.

Case 4385. Typographical Union No. 82 vs. Job Shops. Notices were received under the Industrial Commission law concerning the extension of conditions of employment which now prevail. Our information is that a working arrangement satisfactory to all parties concerned is continuing.

Case 4386. Operating Engineers No. 1 vs. Colorado Animal By-Products. We received a notice under the Industrial Commission law of intended negotiations for a new contract. No request for a hearing was received within the statutory time. Our information is that none is likely to be necessary.

Case 4387. Teamsters, Chauffeurs, Warehousemen Local Union No. 452 vs. The Denver News Company. Notices under the Industrial Commission law and under the Labor Peace Act were filed in this case. Our latest information is that negotiations are continuing with every prospect of a satisfactory conclusion.

Case 4388. Warehousing, Processing and Distributing Union No. 217 vs. Friedman & Sons. A notice of a labor dispute was regularly filed followed by a notice of an intent to strike. No request for a hearing or for mediation has been received. The case is held open pending the expiration of the statutory period.

Case 4389. Painters, Decorators and Paperhangers Local Union No. 171 vs. Painting Contractors of Colorado Springs. A demand for a 12½¢ per hour increase was made by the Union in this case and the Painting Contractors, according to our information, have no objection. Upon learning this, we closed our file in the case.

Case 4390. Bakery Drivers and Salesmen's Union No. 219 vs. Merchants Biscuit Company. This file was cancelled when it was disclosed that we already had a file concerning the same subject matter.

Case 4391. Bakery and Confectionery Workers Local Union No. 240 vs. Merchants Biscuit Company. Notices were regularly filed in this case and acknowledgment received from the employer. Neither parties anticipate any trouble at arriving at a satisfactory conclusion. The case is being held pending the expiration of the statutory period.

Case 4392. Chauffeurs, Warehousemen and Helpers No. 146 vs. Weller Lumber Company, Collier Lumber Company, Fred Harsch Lumber Company, Crissey-Fowler Lumber Company, and Newton Lumber & Manufacturing Company. Notification under the Industrial Commission law was received in this case. Further contacts indicate that the subject matter is still under negotiation.

Case 4393. Bridge, Structural and Ornamental Iron Workers Local Union No. 507 vs. Colorado Builders Supply Company, K. C. Construction Supply Company. A 30 days' notice along with a completed information report was received in this case. No action on the part of the Industrial Commission has been as yet requested.

Case 4394. International Union of Mine, Mill and Smelter Workers No. 581 vs. New Jersey Zinc Company. The 30 days' notice provision of the law has been observed in this case. The matter is pending.

Case 4395. International Union of Mine, Mill and Smelter Workers No. 557 vs. American Smelting & Refining Company, Globe Plant. The negotiations are proceeding in this case following our reception of a 30 days' notice. The company has replied giving its side of the case. The matter at this time is pending.

Case 4396. International Union of Mine, Mill and Smelter Workers No. 393 vs. American Smelting & Refining Company, Arkansas Valley Plant. Notification under the Industrial Commission law was received in this case. Negotiations are proceeding according to our information.

Case 4397. Operating Engineers No. 1 vs. Skelly Oil Company. Industrial Commission law previously having been observed in this case, our information now is that negotiations are proceeding but have not yet had time to solidify.

Case 4398. Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 17 vs. Reed Trucking Company. Notice under the 30 days' provision has been filed in the case. No further action, so far as the Commission is concerned, has been requested.

SAFETY DEPARTMENT

Under the provisions of Sections 154-161 of the Workmen's Compensation Act, the Safety Department of the Industrial Commission has continued its safety activities.

Every effort has been extended to make available the latest information on safety procedure and considerable progress has been made in that field.

The 7th Annual Prevention and First Aid Meeting of the State of Colorado was conducted August 2, 1946, to 3, 1946. The 8th Annual Accident Prevention Conference was combined with the 9th Annual Safety Conference of the Western States and was held in Denver, Colorado, June 12, 1947, to 14, 1947.

Throughout the biennium the Colorado Society of Safety Engineers has rendered valuable assistance to the Department and has splendidly co-operated with the Department in its activities.

Further reduction of compensation premiums in this State during that period in some measure reflects the progress made in this field.

INDUSTRIAL COMMISSION OF COLORADO

BOILER INSPECTION DIVISION

The Department of State Boiler Inspection was created in 1889 with the view of protecting human life and property specifically, and not for revenue. However, it has produced a return of many thousands of dollars each year for the state which reverts to the General Fund. 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, and 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 these special inspections, due to lack of appropriation.

In spite of these 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. Their day often begins as early as 5:30 in the morning, and they may be found inspecting boilers after working hours, so as not to force a hardship on boiler owners by asking them to close down boiler for inspection during their business hours.

We feel that there are still many boilers throughout the state that are not being inspected, through no fault of the department, and if our appropriation was increased it would then be possible to carry on this important work in the manner in which it should be. We are greatly handicapped in not having a large enough appropriation or force to make a thorough survey in order to inspect all of the steam boilers which are being operated in the state.

It is encouraging to report that we have had no fatality resulting from a boiler failure during the past two years.

REPORT OF STATE BOILER INSPECTION DEPARTMENT

July 1, 1946
to
June 30, 1948

RECEIPTS:

July, 1946.....	\$ 1,212.50	July, 1947.....	\$ 1,492.62
August, 1946.....	1,105.00	August, 1947.....	1,287.50
September, 1946.....	1,233.19	September, 1947.....	1,092.85
October, 1946.....	1,317.50	October, 1947.....	1,060.03
November, 1946.....	807.50	November, 1947.....	792.50
December, 1946.....	987.50	December, 1947.....	1,212.50
January, 1947.....	932.69	January, 1948.....	690.00
February, 1947.....	917.73	February, 1948.....	810.00
March, 1947.....	897.50	March, 1948.....	1,275.00
April, 1947.....	1,417.50	April, 1948.....	1,407.50
May, 1947.....	1,270.00	May, 1948.....	1,060.00
June, 1947.....	1,237.50	June, 1948.....	1,400.00

TOTAL RECEIPTS\$26,916.61

3,688 boilers @ \$5.00.....\$18,440.00

3,390 boilers @ \$2.50.....8,475.00

Interest on registered warrants.....1.61

\$26,916.61

Registered school and county warrants held.....\$32.50

Inspections made—fees not yet collected:

137 inspections @ \$5.00.....\$685.00

118 inspections @ \$2.50.....295.00

\$980.00

DISBURSEMENTS:

Salaries.....\$12,970.00

Maintenance and Operation (includes supplies
and materials, travel expense and current
charges).....4,863.00

TOTAL.....\$17,833.00

Total receipts.....\$26,916.61

Total disbursements.....17,833.00

\$ 9,083.61 Actual profit to date

980.00 Fees not yet collected

32.50 Warrants held

\$10,096.11 Estimated profit, over and above
all expenses, including actual
profit, fees not yet collected,
and warrants held.

Inspections Made From July 1, 1946 to June 30, 1948

	Ed. G. Griswold	Geo. J. Heber	C. E. Messenger
July, 1946.....	162	129	120
August, 1946.....	146	98	140
September, 1946.....	123	89	45
October, 1946.....	87	53	86
November, 1946.....	89	68	57
December, 1946.....	91	105	56
January, 1947.....	77	117	100
February, 1947.....	78	51	81
March, 1947.....	114	161	100
April, 1947.....	111	130	95
May, 1947.....	106	107	103
June, 1947.....	165	100	91
July, 1947.....	123	124	139
August, 1947.....	152	106	101
September, 1947.....	159	79	46
October, 1947.....	42	89	113
November, 1947.....	98	71	73
December, 1947.....	71	104	55
January, 1948.....	70	53	99
February, 1948.....	80	136	78
March, 1948.....	104	144	99
April, 1948.....	113	29	91
May, 1948.....	153	98	112
June, 1948.....	141	113	116
Total Inspections.....	2,655	2,354	2,196
			7,205

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":

July, 1946.....	5	July, 1947.....	14
August, 1946.....	17	August, 1947.....	17
September, 1946.....	2	September, 1947.....	1
October, 1946.....	6	October, 1947.....	6
November, 1946.....	6	November, 1947.....	6
December, 1946.....	4	December, 1947.....	4
January, 1947.....	4	January, 1948.....	2
February, 1947.....	7	February, 1948.....	7
March, 1947.....	10	March, 1948.....	20
April, 1947.....	17	April, 1948.....	20
May, 1947.....	18	May, 1948.....	1
June, 1947.....	6	June, 1948.....	8
Total Free Inspections.....			208

FACTORY INSPECTION DEPARTMENT

The duties of the State Factory Inspection Department are to investigate, ascertain, declare and prescribe safety devices, safeguards, or other means or methods of protection best adapted to render safe the employes of every employment and place of employment, as may be required by law:

To ascertain and fix such reasonable standards and to prescribe, modify and enforce such reasonable orders for the adoption of safety devices, safeguards and other means or methods of protection to be as nearly uniform as possible, as may be necessary to carry out all laws relative to the protection of the life, health, safety and welfare of employes in employments and places of employment.

To ascertain, fix and order such reasonable standards, rules or regulations as provided by law, for the construction, repairs and maintenance of places of employment, as shall render them safe.

To make investigation upon complaint that employment or place of employment is not safe, it shall proceed to make such investigation as may be necessary to render such place safe and comply with the provisions of this Act.

The paramount objective of the Factory Inspection Department is to prevent accidents and improve working conditions throughout the state, and to prevent catastrophes in industrial plants, public and parochial schools, through proper inspections and calling to the attention of the proper authority the hazard existing and the method of correcting same.

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

We live in a mechanical age. Everywhere we turn, in the home, on the street, in the factory, workshop, or office, we are confronted with mechanical devices; while the machine hazard varies with different industries, it is a substantial part of the whole cost of industrial accidents. The real causes of accidents are also the real causes of decreases in efficiency, production and profits.

In the regular inspection of an establishment, the inspector ascertains whether or not machinery is properly guarded and issues orders for correcting defects, that proper exits, fire escapes, etc., are available, and that aisles are kept free, that doors open outward and are not locked during hours when the building is occupied; in short, to see that the establishment is a safe and healthful place to work and assemble.

A safe place involves many factors: it means well designed buildings, adequate floor space, suitable lighting and thorough ventilation; it involves good housekeeping, safe floors, well marked and maintained aisles, proper flow of material and disposal of scrap, and, most important of all, properly guarded machinery and equipment.

It should be noted that there is no charge for this service and when all compliances are made, a certificate of inspection is issued to the establishment that has been inspected.

Following is a tabulation of the inspections made by the Factory Inspection Department for the biennium, showing the number of employes and students extended the protection provided by law:

July 1, 1946 to July 1, 1947

	No. Inspections	No. Male Employes	No. Female Employes	No. Pupils Enrolled
Automobile Industry	296	4,262	366	
Bakeries	75	795	430	
Bottling Works, etc.	32	588	73	
Creameries, Dairies	58	1,024	293	
Food Products	75	3,991	1,699	
Foundries, Iron Works	42	1,282	120	
General Stores	68	1,893	3,155	
Hotels	164	1,398	1,557	
Ice and Cold Storage	7	117	13	
Laundries, Cleaners	137	1,065	2,530	
Lumber Industries	52	1,046	157	
Manufacturing	219	15,657	3,372	
Meat Packing	11	456	99	
Metal and Plating	13	362	28	
Mills and Elevators	43	570	60	
Moving and Storage	15	733	75	
Oil Industry	5	156	8	
Oxygen, etc.	2	22	1	
Printing	86	1,357	423	
Public Utilities	17	542	214	
Railroads	7	1,595	34	
Schools	595	1,912	4,902	186,346
Theatres and Amusements	91	319	305	
Total	2,110	41,142	19,914	186,346

July 1, 1947 to July 1, 1948

	No. Inspections	No. Male Employees	No. Female Employees	No. Pupils Enrolled
Automobile Industry	182	2,026	194	
Bakeries	18	581	221	
Bottling Works, etc.	22	316	24	
Creameries, Dairies	19	422	125	
Food Products	65	6,575	2,411	
Foundries, Iron Works	31	897	23	
General Stores	41	626	1,507	
Hotels	98	126	265	
Ice and Cold Storage	8	188	14	
Laundries, Cleaners	56	328	815	
Lumber Industries	26	765	65	
Manufacturing	92	8,510	2,268	
Meat Packing	13	1,924	722	
Metal and Plating	5	307	24	
Mills and Elevators	51	669	73	
Moving and Storage	---	---	---	
Oil Industry	4	44	5	
Oxygen, etc.	1	39	13	
Printing	40	520	202	
Public Utilities	22	1,326	2,131	
Railroads	10	2,593	83	
Schools	747	1,478	3,981	107,401
Theatres and Amusements	73	190	206	
Total	1,624	30,450	15,372	107,401
Total for Biennium	3,734	71,592	35,286	293,747

PRIVATE EMPLOYMENT AGENCY DIVISION

The following Private Employment Agency licenses were duly issued, license fees in the amounts shown deposited with the State Revenue Department for credit to the General Fund:

7/1/46-47—29 Private Employment Agency Licenses.....	\$1,325.00
7/1/47-48—34 Private Employment Agency Licenses.....	1,600.00
Total for Biennium	\$2,925.00

THEATRICAL EMPLOYMENT AGENCY DIVISION

The following Theatrical Employment Agency licenses were issued, license fees in the amounts shown deposited with the State Revenue Department for credit to the General Fund and the Commission as provided by law:

7/1/46-47—8 Theatrical Agency Licenses @ \$100.00 each	\$ 800.00	
2 Theatrical Agent's Licenses @ \$50.00 each	100.00	\$ 900.00
7/1/47-48—10 Theatrical Agency Licenses @ \$100.00 each	\$1,000.00	
3 Theatrical Agent's Licenses @ \$50.00 each	150.00	\$1,150.00
Total for Biennium		\$2,050.00

MINIMUM WAGE DIVISION

The Minimum Wage Division of the Industrial Commission is maintained for the purpose of administering laws with respect to the employment of women and children in industry. These laws include the Minimum Wage and Labor Law for Women and Minors, the Woman's Eight Hour Law and the Colorado Child Labor Law.

It has been the policy of this Division in administering these protective labor laws, to secure compliance whenever possible, through cooperation and education. It has been found that most violations occur as a result of misunderstanding or lack of knowledge of the provisions of the law or order. Usually when the regulations are explained, any violations cease. Regular periodic investigations covering every place of business in the state employing women and children have proved helpful to both employer and employee and have prevented many violations. Although it has not been possible with the present force to do this the past biennium, all complaints accepted in the office have been investigated and twenty cities of the state besides most of Denver have been covered by routine investigations during this two year period.

MINIMUM WAGE

Four industries are governed by Minimum Wage Orders. These are: retail trades, public housekeeping, beauty service, and laundry. Investigation reports indicate that women and minors in these industries are generally receiving wages much higher than minimum requirements as provided by present wage orders. Complaints received and violations found are most often in connection with the administrative regulations; such as, hours, overtime, age certificates, etc. When violations are found, an interview with the employer is usually sufficient to bring about an adjustment in the business to comply with the provisions. If back wages are found to be due an employee, voluntary payment on the part of the employer is usually the procedure. If an adjustment is not made after the necessary facts to establish a claim have been secured, the case is referred to the Wage Claim Department for collection.

A summary of investigation reports follows:

Industry	Investigations		Violations				
	Routine	Comp.	Post.	Hrs.	Wage	Age C.	Record
Retail Trades	4729	38	675	28	65	182	37
Beauty Service	568	10	111	10	10	1	7
Public Hskpg.	2275	57	803	25	83	25	99
Laundry	203	15	61	1	9	11	11
Total	7775	120	1650	64	167	219	154
							2254

Child Labor and Eight Hour Law investigations were included in the above reports. In addition, there were 127 special investigations made with respect to these laws.

Percentage of Complete Compliance

Retail Trades.....	79%
Beauty Service.....	76%
Public Housekeeping.....	56%
Laundries.....	57%

In order to more effectively protect the welfare of employed women and minors, this Division recommends that the present wage orders be vacated and one wage order be issued which would govern the employment of all women and minor employees with only few exceptions.

More effective enforcement would result if it were possible to have every place of business employing women and children in the entire state investigated at least once a year.

WOMAN'S EIGHT-HOUR LAW

The Woman's Eight Hour Law includes only women who are employed in manufacturing, mechanical and mercantile establishments, laundries, hotels, and restaurants.

An amendment to the law became effective May 16, 1947. It provides that, "In case of emergencies, or conditions demanding immediate action, which may arise in the conduct of any industry or occupation covered by this law, or in case of processing seasonal agricultural products, employees may be permitted to work in excess of eight hours in a calendar day of twenty-four hours, upon the payment of time and one-half the employee's regular hourly rate for all time worked in excess of eight hours in a calendar day, provided, however, that the employer shall first have secured a relaxation permit from the Industrial Commission of Colorado."

The following table gives the number of relaxation permits issued from May 16, 1947 to July 1, 1948.

Manufacturing	99
Mechanical	13
Mercantile	213
Laundries	49
Hotels	44
Restaurants	344
Total.....	762

The Woman's Eight Hour Law should be expanded to include more women workers. Only six industries are covered in the present law, and many women employees working in industries not governed are engaged in the same occupations as those who are protected by the provisions of the law.

CHILD LABOR

The normal development of youth is one of our greatest assets, and it is necessary that there be a clear line of distinction drawn between work which is educational, helpful, and healthful for children, and work which might be injurious to their health, morals, and general welfare.

The Colorado Child Labor Law governs the employment of children until they are 16 years of age, and it is unlawful for any child under the age of 16 years to be employed (in most industries) unless there is first placed on file in the establishment an age and school certificate. These certificates are issued only by the superintendent of schools or by a person authorized by him, in writing, or where there is no superintendent of schools, by a person authorized by the School Board. The superintendent or principal of a parochial school shall have the same right to approve age and school certificates. The law prohibits hazardous employment and the minimum age at which children may be employed in most occupations is fourteen.

There have been 82 special child labor investigations made during the period covering this report. Non-compliance with the age certificate requirement and the employment of children after 8:00 p. m. make up the greater percentage of violations. In most cases the reinspection report indicates complete compliance with these requirements.

The Industrial Commission agrees, each year, to cooperate with the Federal Children's Bureau by collecting and reporting data for children employed who are subject to regulations under the Fair Labor Standards Act. The total number of permits issued to minors over 16 years of age is 4,241.

The following table gives a summary of the certificates issued for minors 14 and 15 years old, who are governed by the state law:

Industry	First Regular Certificates		Vacation & Outside School Certificates	
	Boys	Girls	Boys & Girls	Total
Agriculture	7	2	47	56
Mining	0	0	0	0
Construction	2	0	6	8
Manufacturing	48	26	99	173
Wholesale	165	54	1264	1483
Transportation	155	1	202	358
Personal Service	56	30	477	563
Other Industry	27	6	596	629
Total	460	119	2691	3270
Occupation				
Telegraph Messenger	152	1	117	270
Other Clerical	5	2	70	77
Delivery	45	2	108	155
Domestic Service	2	1	4	7
Newsboys	2	0	92	94
Caddies	7	2	110	119
Other Attendants	17	4	225	246
Other Occupations	230	107	1965	2302

There were a total of 125 Vacation Certificates issued to children 12 and 13 years old for summer vacation employment only. Of these, 70 were issued for employment in personal, business, and recreational services, 43 in wholesale and retail trades, and 12 in miscellaneous occupations. In order to get permission to work, 49 of the 125 children who have secured vacation certificates, were granted exemptions as provided by Section 196 of the law.

It is recommended that the Colorado Child Labor Law be revised and clarified since many violations occur because of a lack of understanding of the law. More frequent investigations of all places employing children would aid greatly in the enforcement of the law.

DEPARTMENT OF WAGE CLAIMS

The administration of the State laws governing the Department of Wage Claims is constantly expanding. Although the previous report for 1944-46 covered only nineteen months, the following figures show there has been a substantial increase in claims collected:

December, 1944 to July, 1946

Money collected—\$39,863.96

July 1, 1946 to July 1, 1948

Money collected—\$190,841.72

Many cases filed with this department necessitate the arranging of conferences at which time both the employe and the employer are requested to be present. In these cases, we act as mediator and by composing differences that often arise in these cases, we are usually able to effect a settlement that is satisfactory to both of the parties involved.

We feel, however, that the law should be amended to give more authority to the Industrial Commission and the Department of Wage Claims; especially, the authority to make it mandatory for both employer and employe to attend conferences in the office and air their differences. This would save time and expense in settling the claims. Theft of labor must be curbed and apparently the only way to correct this situation is for the legislature to pass stringent labor laws which carry a penalty where it can be proved that the defendant has continued to obtain the labor of another unlawfully.

Our files will prove that several claims have been filed against the same employers from time to time that have been unable to pay prior claims filed against them for non-payment of wages. This type of an employer is proof he is allowed to continue his tactics month after month with no fear of penalty.

We suggest that more publicity be given the State laws. It seems the public in general is very confused and feels that we enforce the Fair Labor Standards Act. Much unnecessary work is caused this office due to the fact that the public is uninformed. We are besieged with telephone calls besides office appointments in regard to the Fair Labor Standards Act.

We find that many employes, at the present time, seem to have an indifferent attitude toward their jobs. Wages are high in all branches of common labor. As the demand is high, no doubt this is the cause of the unrest.

We continue to have many claims filed against taverns, restaurants, and hotels. We also have a continuation of claims against contractors who have contracted for jobs and have no contractor's license or experience in this line of work. Work is

often not completed satisfactorily and laborers are not paid. In many instances, the contractor is without assets of any kind, which makes it impossible for us to collect the claims. We feel something should be done to restrain such employers.

The following table covers only the recorded claims. We have also 585 claims which were settled by either investigation or telephone. The recorded claims are settled by correspondence and conferences:

Wage Claims

July 1, 1946 to July 1, 1948

Date	Recorded No. of Claims	Amount Collected
July, 1946	68	\$ 7,328.41
August, 1946	77	8,800.72
September, 1946	70	7,159.09
October, 1946	72	4,023.11
November, 1946	58	1,926.74
December, 1946	63	4,972.53
January, 1947	58	3,072.73
February, 1947	54	7,528.96
March, 1947	56	3,191.91
April, 1947	60	5,798.89
May, 1947	62	10,893.52
June, 1947	71	11,852.08
July, 1947	92	9,090.31
August, 1947	76	3,732.33
September, 1947	54	2,237.88
October, 1947	72	12,153.11
November, 1947	47	4,753.94
December, 1947	66	26,088.27
January, 1948	58	12,296.90
February, 1948	55	8,433.65
March, 1948	65	14,294.77
April, 1948	65	6,412.65
May, 1948	63	5,853.53
June, 1948	80	8,945.69
Total	1562	\$190,841.72

DEPARTMENT OF EMPLOYMENT SECURITY

Annual Report to the Colorado Industrial Commission July, 1947 — June, 1948

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 year, July, 1947 to June, 1948, with employment at an all time high level the "work test" was necessarily applied to Unemployment Compensation claimants more rigidly than is sometimes possible during periods of fewer work opportunities. In consequence, the volume of appeals rose sharply over the previous post-war year. A total of 2,057 appeals were heard through Departmental processes. Only 35 of these resulted in appeals to the Commission. In one case the Deputy's decision was reversed by the Referee and his decision affirmed by the Commission. In 33 cases the Referee's decision was affirmed by the Commission, and in one case the Commission modified a decision of the lower Appeals authorities.

The following regulations were adopted or revised by the Commission:

- Regulation No. 7C—Filing of Claims by Mail. (Revised Sept. 14, 1946.)
- Regulation No. 14—Week of Total Unemployment. (Revised Sept. 14, 1946.)
- Regulation No. 14—Week of Total Unemployment. (Revised Nov. 12, 1946.)
- Regulation No. 19—Partial Benefits. (Revised Nov. 12, 1946.)
- Regulation No. 1—Contributions. (Revised May 19, 1947.)
- Regulation No. 19—Partial Benefits. (Revised May 19, 1947.)
- Regulation No. 27—Successors in Business—Transfer of Employers' Accounts. (Revised May 19, 1947.)
- Regulation No. 7C—Filing of Claims by Mail. (Revised March 22, 1948.)
- Regulation No. 14—Week of Total and Part Total Unemployment. (Revised March 22, 1948.)
- Regulation No. 16—Week of Disqualification. (Revised March, 1948.)
- Regulation No. 34—Transition Provisions for Changing to a Calendar Week. (Revised March 22, 1948.)

Regulation No. 7C—Filing of Claims by Mail. (Revised May 10, 1948.)

Regulation No. 14—Week of Total and Part Total Unemployment. (Revised May 10, 1948.)

Regulation No. 16—Week of Disqualification. (Revised May 10, 1948.)

Regulation No. 5—Definition of Wages Subject to Contributions. (Abrogated and rescinded May 19, 1947.)

Rule No. 2—Concerning United States Employment Service. (Abrogated and rescinded August 19, 1947.)

During this same period the work of the Department increased considerably. Although post-war industrial and agricultural expansion raised employment to new record levels and resulted in a leveling off of claims for Unemployment Compensation, increased population and normal turnover maintained a monthly claims load under the Colorado Employment Security Act between a low of approximately 7,000 and a high of 14,000. Under the Servicemen's Readjustment Act administered by the Department, veteran claims for unemployment allowances ranged from a seasonal low of about 10,000 to a high of 28,000.

The year 1947 and the first half of 1948 also marked the first full year of departmental operation of the Colorado State Employment Service since its return to state control. On January 1, 1948 the Employment Service re-assumed responsibility for the state's agricultural placement program.

STATE COMPENSATION INSURANCE FUND

August 20, 1948

Industrial Commission of Colorado

State Capitol Annex

Denver, Colorado

Gentlemen:

There is submitted herewith Income and Disbursement Statement covering the business done by the State Compensation Insurance Fund for the period beginning July 1, 1946 and ending June 30, 1948. This statement, as you will note, reflects the fact that the Fund continues to maintain the eminent position it has achieved in the field of Workmen's Compensation Insurance in Colorado.

The latest Biennial Actuarial Report on Examination of the State Compensation Insurance Fund by independent examiners, covering the condition of the Fund as of December 31, 1946, has been submitted to the Governor. The Financial Statement for the last reportable annual period—January 1, 1947 to December 31, 1947—has been filed with the Insurance Commissioner, as required by law.

Respectfully submitted,

STATE COMPENSATION INSURANCE FUND

By H. C. Wortman, Manager.

STATE COMPENSATION INSURANCE FUND INCOME AND DISBURSEMENTS

	July 1, 1946 to December 31, 1946	January 1, 1947 to December 31, 1947	January 1, 1948 to June 30, 1948
INCOME			
Premiums Written	\$ 928,997.76	\$2,286,456.69	\$1,316,225.71
Interest Received	78,119.19	164,884.37	89,419.27
Sale and Redemption of Bonds	56,500.00	748,265.63	109,000.00
Registered Warrants	18.50	3,257.99	156.00
Miscellaneous	465.01	4,344.44	2,711.45
	<u>\$1,064,100.46</u>	<u>\$3,207,209.12</u>	<u>\$1,517,512.43</u>
Cash on Hand	513,500.30 (6-30-46)	619,183.67 (12-31-46)	541,867.53 (12-31-47)
Premiums Outstanding	118,887.24 (6-30-46)	12,081.74* (12-31-46)	76,261.38* (12-31-47)
	<u>\$1,696,488.00</u>	<u>\$3,814,311.05</u>	<u>\$1,983,118.58</u>
DISBURSEMENTS			
Compensation and Medical Benefits Paid	\$ 491,864.69	\$1,185,431.74	\$ 700,587.39
Premiums Written Off	251.46
Dividends to Policyholders	149,130.10	509,579.37	164,927.59
Operating Expenses	95,655.42	187,562.87	86,389.71
Investments
Bonds	352,625.36	1,465,673.46	330,085.62
Warrants	110.50	206.00	192.00
	<u>\$1,089,385.47</u>	<u>\$3,348,704.90</u>	<u>\$1,282,191.31</u>
Cash on Hand	\$ 619,183.67 (12-31-46)	\$ 541,867.53 (12-31-47)	\$ 562,313.53 (6-30-48)
Premiums Outstanding	12,081.74* (12-31-46)	76,261.38* (12-31-47)	138,613.74 (6-30-48)
	<u>\$1,696,488.00</u>	<u>\$3,814,311.05</u>	<u>\$1,983,118.58</u>

*Minus.

WORKMEN'S COMPENSATION INSURANCE

Premium Income and Losses Paid—Colorado

Net Premium Income

Year	Stock Companies	Mutual Companies	State Fund	Totals
1915-1929	\$11,870,309.33	\$ 5,380,037.70	\$ 6,430,370.60	\$23,680,717.63
1930-1939	7,719,776.00	3,194,665.00	11,721,102.00	22,635,543.00
1940	767,904.00	408,683.00	1,637,739.00	2,814,326.00
1941	862,387.00	854,283.00	1,826,659.00	3,543,329.00
1942	1,736,642.00	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
1946	1,318,394.00	493,745.00	2,117,885.00	3,930,024.00
1947	1,744,441.00	693,361.00	2,286,457.00	4,724,259.00
Totals	\$29,631,092.92	\$13,804,404.29	\$33,727,100.34	\$77,162,597.55

NET LOSSES PAID

Year	Stock Companies	Mutual Companies	State Fund	Totals
1915-1929	\$ 6,008,897.55	\$ 1,674,021.75	\$ 2,995,889.72	\$10,678,809.02
1930-1939	4,567,351.00	1,836,382.00	7,905,581.00	14,309,314.00
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
1946	498,011.00	207,943.00	953,083.00	1,659,037.00
1947	596,266.00	214,519.00	1,185,432.00	1,996,217.00
Totals	\$14,240,494.55	\$ 5,477,829.75	\$19,662,545.05	\$39,380,869.35

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 purposes. 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 July 1, 1948 there were 313 trust accounts totaling \$246,419.49.

WORKMEN'S COMPENSATION CLAIM DEPARTMENT ACTIVITIES

During the two-year period covered by this report, this Department received 86,400 reports of accidental injuries suffered within the course of employment and supervised payment of compensation in 9,679 cases where liability was admitted. During this period the Commission entered 736 awards and orders and the Referees of the Commission entered 3,004 awards and orders. The Referees conducted 197 sessions of hearings in 44 towns and cities other than Denver, at which 1,203 compensation cases were heard.

In addition the Referees held hearings on compensation claims in Denver three days each week and conducted some hearings by consent on other days of the week, hearing 1,396 cases in Denver. Hearings are conducted in the leading industrial cities of the State every sixty to ninety days and in other parts of the State as frequently as the need requires and traveling appropriations will permit. In addition the Referees in the administration of the Labor Peace Act considered three unfair labor practice cases, presided at two mediation hearings, held preliminary conferences on nineteen petitions for collective bargaining unit or all-union shop elections and conducted thirty-four such elections, twenty-two of them in Denver and twelve in other cities of the State.

SUMMARY OF ORDERS AND AWARDS

July 1, 1946 to June 30, 1948

Compensation:	Commission	Referees
Fatal—Granted	2	99
—Denied	3	18
Non-Fatal—Granted	6	909
—Denied	8	444
Hospital or Medical Expenses—Granted		12
—Denied		6
Facial Disfigurement—Granted		53
—Denied		11
Re-hearings:		
Fatal—Granted	4	
—Denied	2	
Non-Fatal—Granted	90	11
—Denied	65	1
Lump Sums:		
Fatal—Granted	28	
—Denied	36	
Non-Fatal—Granted	187	
—Denied	30	
Medical only		152
Orders determining dependency		7
Miscellaneous orders	40	154
Show Cause orders		390
Continuance orders	1	146
Orders vacated	4	18
Orders to pay to subsequent injury fund		30
Cases dismissed		58
Orders directing claimant to accept surgery		7
Orders determining extent of permanent disability		105
Orders reversed	3	
Compensation reduced	2	11
Compensation increased	1	36
Orders closing cases		29
Orders suspended or cancelled		9
Orders affirmed	128	10
Orders corrected	5	40
Orders amended		5
Third party settlement approved	6	2
Hearings cancelled by order		11
Orders approving compensation or medical paid	3	50
Orders approving admissions		72
Orders creating trust funds	4	16
Orders granting trust fund withdrawals	53	2
Orders denying trust fund withdrawals	19	
Orders ruling fatal cases non-compensable		4
Orders assessing penalty against insurance company		3
Orders terminating compensation		2
Orders fixing termination of disability		71
Transcripts issued	6	
	736	3004

ANNUAL AVERAGE NUMBER OF ORDERS AND AWARDS

	Commission	Referees
Aug. 1, 1915 to Nov. 30, 1930	479	1296
Dec. 1, 1930 to June 30, 1946	830	1787
July 1, 1946 to June 30, 1948	368	1502

ANNUAL AVERAGE OF ACCIDENTS REPORTED

Aug. 1, 1915 to Nov. 30, 1930	16539
Dec. 1, 1930 to June 30, 1946	31549
July 1, 1946 to June 30, 1948	43200

SUMMARY OF ORDERS AND AWARDS

From August 1, 1915 to June 30, 1948

	Aug. 1, 1915 to June 30, 1946		July 1, 1946, to June 30, 1948		Total Aug. 1, 1915 to June 30, 1948	
	Commis- sion	Referees	Commis- sion	Referees	Commis- sion	Referees
Compensation:						
Fatal—Granted	1059	3407	2	99	1061	3506
—Denied	264	726	3		267	726
Non-Fatal—Granted	3281	25825	6	909	3287	26734
—Denied	929	6490	8	444	937	6934
Re-hearings:						
Fatal—Granted	127	104	4		131	104
—Denied	326	53	2		328	53
Non-Fatal—Granted	1639	2458	90	11	1729	2469
—Denied	1961	694	65	1	2026	695
Lump Sums:						
Fatal—Granted	904		28		932	
—Denied	739		36		775	
Non-Fatal—Granted	3535		187		3722	
—Denied	1440		30		1470	
Facial Disfigurement:						
Granted	117	908		53	117	961
Denied	14	97		11	14	108
All other orders and awards	3952	6951	275	1476	4227	8427
	20287	47713	736	3004	21023	50717

ANALYSIS OF INDUSTRIAL ACCIDENTS

July 1, 1946 to June 30, 1948

BY CARRIER	No. of Accidents
Stock Companies	27470
Mutual Companies	5249
Reciprocal Companies	3
State Fund	44178
Self Insurers	9413
Non-insurers	88
	86401

BY AGE	No. of Accidents
Age not given	7269
To 19 years, inclusive	5453
20-29	26202
30-39	20914
40-49	13745
50-59	8553
60-69	3798
70-79	442
80-89	25
	86401

BY SEX—MARITAL STATUS	No. of Accidents
Male, single	17605
Male, married	55112
Male, divorced	937
Male, widowed	752
Male, status unknown	4963
Female, single	2463
Female, married	2841
Female, divorced	444
Female, widowed	672
Female, marital status unknown	612
	86401

TYPES OF ACCIDENTS	No. of Accidents
Burns	6419
Falls on same level	4828
Falls to different level	3371
Slips, causing sprains and strains	1615
Struck by	34336
Struck against	15697
Caught in or between	8028
Strain from lifting, pushing or pulling	10571
Occupational disease (covered by statute)	51
Occupational disease (not covered or undetermined)	42
Others or not specified	1443
	86401

ACCIDENTS BY INDUSTRY

General Farming and Livestock Raising	1149
Agricultural Services, Threshing, etc.	405
Forestry Services	13
Fishing Industry	12
Metal Mining	3667
Coal Mining	2852
Petroleum Production	1633
Quarrying and Dredging	474
General Construction	4151
Heavy Construction	3510
Special Construction Trades, Plumbing, Painting, etc.	3668
Food and Beverage Manufacturing	9048
Tobacco Products	5
Textiles	69
Apparel Manufacturing	298
Lumber Production	1232
Furniture and Wood Products	890
Paper Products	337
Printing Industry	603
Chemical Products	1414
Petroleum Products	255
Rubber Products	2117
Leather Products	348
Stone, Clay and Glass Products	1403
Iron and Steel	6061
Transportation Equipment	468
Non-ferrous Metal Products	707
Electrical Machinery	172
Other Machinery	2627
Automobiles and Auto Equipment	664
Miscellaneous Manufacturing ..	782

RETAIL TRADE

Department Stores, Limited Price Stores	1740
Food and Beverage	2442
Motor Vehicle and Accessories ..	917
Clothing	294
Furniture, Drugs, Hardware and Fuel	2149
Eating and Drinking Places	1987
Filling Stations	287
Banks	105
Brokers	6
Credit Agencies	26
Insurance Carriers	59
Insurance Agents	33
Real Estate	286
Holding Companies	5
Hotels, Camps, etc.	1204
Laundries, Cleaners and Dyers, Beauty Shops, etc.	900
Advertisers, Building Cleaners and Other Business Services ..	199
Employment Agencies	31
Garage and Auto Repair Services	3649
Miscellaneous Repair Services ..	700
Motion Picture Theatres	167
Recreation, Bowling, Golfing, etc.	512
Medical and Health Services ..	703
Law Offices	16
Educational Institutions	1525
Professional Services, Religious and Charitable Organizations ..	300
Labor, Fraternal and Political Groups	88
Private Households	34
Public Agencies, such as Police, Fire, Taxing, Administrative, City, County and State Activ- ities, such as Sanitation, Health, Highway Construction and Maintenance	4204
Not Given or Classified	46

86401

SERVICES

Street Cars and Local Busses ..	66
Trucking, Packing and Storage ..	2054
Intercity Busses, Air Transpor- tation and Taxi	969
Transportation Services	485
Telephone and Telegraph	285
Electrical and Gas Utilities	1331
Water and Sanitation Systems ..	150

WHOLESALE TRADE

Automotive	189
Chemical and Drugs	113
Dry Goods and Apparel	62
Groceries and Beverages	573

ANALYSIS OF ACCIDENTS BY EXTENT OF INJURY

Cases Requiring no Paid Medical or Compensation	1383	Permanent Partial—Loss of use of	1188
Medical Expense Only	74938	Permanent Partial—Working Unit	250
Temporary Total	9603	Permanent Total	34
Temporary Partial	294	Facial Disfigurement	67
Permanent Partial—Amputation		Fatal	231
Involving Bone	503		

Of the 86,401 cases reported, only 93 were occupational, 51 of which were compensable under our law and 36 were not covered by the statute, leaving 6 cases undetermined. There were 9,679 admissions of liability by the insurance carriers or self-insurers. The average weekly wage was \$50.30 and average compensation \$1,655 per week. There were 28 third party settlements reported. Of the 231 fatal cases, the following shows the dependency record:

No dependents	33	No dependents	33
Fully dependent	136	Widow only	51
Partial dependents	16	Widow and one child	29
Non-resident dependents	2	Widow and two children	26
Third party settlement	5	Widow and three or more children	23
Non-compensable (accident not responsible)	13	Child or children only	3
Undetermined as to dependency or compensability	26	Parent or parents only	10
		Parent and brothers and/or sisters	5
		Brothers or sisters only	3
		Parents and one or more children	4
			187
		Cases undetermined	26
			213

ANALYSIS OF FATAL ACCIDENTS BY INDUSTRY

Mining Coal	30	Steel Works	5
Mining Metal	25	Wholesale and Retail Trade	2
Milling—Ore Processing	2	Coal and Ice	2
Agriculture	8	Food	3
Livestock	5	Lumber	1
Irrigation	2	Machinery	1
Petroleum Products Mfg.	1	Paper Products	1
Petroleum Refining	2	Automobiles and Airplanes	3
Oil Well Drilling	8	Petroleum	2
Water Well	1	Annular	2
Natural Ice Harvest	1	Services	
Lumber Production	4	Hotels and Restaurants	3
Timber and Wood Treating	2	Automobile Repair	2
Construction, General	6	Recreation	1
Construction, Heavy	19	Amusements—Theaters and Parks	1
Construction, Special Trade	4	Education, Elementary	4
Warehousing and Storage	1	Education, Secondary	3
Transportation (Freighting by Truck)	10	Municipal Government	2
Transportation, Street Car	2	Administrative	2
Transportation, Air	3	Water Works	2
Transportation, N. E. C.	1	Fire Department	1
Communications	3	Light Plant	1
Radio	1	Police Department	2
Electric and Gas Utilities	6	Street Maintenance	4
Mfg. Food and Beverages	4	State Government	2
Mfg. Motor Vehicle	1	Highway Construction and Main. Bureau of Mines	2
Mfg. Cement Products	2		218
Mfg. Paper and Fiber Products	1		
Mfg. Clay Products	2	Death cases reported where the industry could not be rightly charged with the death	13
Mfg. Leather Products	1		231
Mfg. Iron and Steel Products	5		
Mfg. Livestock and Poultry Feed	3		

ANALYSIS OF ACCIDENTS BY NATURE OF INJURY

NATURE OF INJURY	LOCATION OF INJURY
Amputation or Inoculation	Eye*
Asphyxiation, Drowning, etc.	Ear
Electric Shock	Skull
Shock Other Than Electrical	Scalp
Loss of Consciousness from Heat	Brain
Loss of Consciousness from Heart Attack	Head as a whole or W.O.C.
Burns	Forehead
Frozen	Eyelids
Irritation	Nose
Contusion	Cheek
Concussion	Jaws and Teeth
Crushing	Tongue
Dislocation	Throat
Foreign Bodies, Splinters, Particles in Eyes, etc.	Lips and Chin
Fractures	Face as a whole
Infection	Neck
Poisoning	Vertebrae
Lacerations	Spine
Puncture Wounds	Pelvis, Back and Internal Organs
Sprains	Ribs and Hips
Strains Causing Hernia, etc.	Chest
Internal N.O.C.	Arteries and Veins
Occupational	Groin, Rectum, External Generative Organs
Unclassified or Unknown	Hernial
	Arms and Shoulders
	Wrist
	Hand
	Thumbs and Fingers
	Legs
	Ankle and Foot
	Toes
	Skin N.O.C.
	Not Given

UNSAFE CONDITION OR PRACTICE TO BLAME

Improperly Guarded Agencies ..	8766
Defective or Broken Tools or Equipment	6434
Hazardous Procedure by Injured ..	6768
Improper Illumination	64
Improper Ventilation	34
Unsafe Clothing or Apparel	275
Unsafe Mechanical or Physical or Working Conditions	12797
Acts of Another Person	2685
No Specific Defective Agency or Condition at Fault	45959
Unclassified or Not Given	2619
	86401

*Of 12903 eye injuries, 1936 were caused by very unsafe practices, principally by failure to wear safety goggles in jobs where the nature of the work indicated they should be worn. Of these 1936 cases, 1266 were caused by foreign objects only a small number of which, caused actual injury, but most necessitated a doctor for the removal of the foreign object; 372 by burns, 238 by cuts, punctures or bruises. The balance of the 12903 eye injuries, that is 10967 cases were caused as follows:

- 2261 by unguarded agencies and might have been preventable
- 541 by defective tools, equipment or materials
- 18 poor illumination
- 903 by unsafe working conditions for which the employer and not the claimant could be held responsible
- 184 by acts of another person
- 6893 where no defects, unsafe condition or practice existed, and
- 167 gave insufficient information to classify.

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OHIO CASUALTY INS. vs. INDUSTRIAL COMMISSION AND DURANDO

115 Colo. 355

173 Pac. (2d) 888

I. C. No. 483573

Judgment Reversed with Direction

Index No. 381

In Department.

Opinion by Burke, J.

To this claimant injured in the course of his employment, the Commission awarded compensation for temporary total disability even though physicians were unable to state whether permanent disability, if any, would be partially attributable to a former injury. The Commission attempted no allocation, or to fix the permanent partial disability. The Supreme Court

HELD: "There is no finding that any particular portion of Durando's disability arose from the accident of January 18. The indication is that a portion of the disability arose therefrom and a portion of it from the prior accident, but no finding of the Commission advises us of the allocation. We are told that the doctors were unable to make such a distinction and yet the Commission clearly assesses the total to the companies. We are forced to the conclusion that the findings do not comply with the rule repeatedly laid down by this court and are not sufficiently specific to support the award."

Judgment reversed. Remanded for further proceedings.

STATE HIGHWAY DEPARTMENT vs. STUNKARD

115 Colo. 358

174 Pac. (2d) 346

I. C. No. 496032

Judgment Affirmed

Index No. 382

In Department.

Opinion by Burke, J.

Claimant suffered a compensable injury on March 6, 1940. It appeared that claimant was temporarily and totally disabled less than ten days and had suffered no permanent partial disability. The insurance

carrier paid the medical expense involved. On October 26, 1946, claimant filed his claim for permanent partial disability. Based on "Gregorich, Jr. vs. Oliver Coal Company" 114 Colo. 481; 166 P(2d) 993, the Commission disallowed the claim because it had not been filed within six months from the date of injury. The Legislature had effective April 21, 1941 amended Section 84 of the Workmen's Compensation Act (Section 363, Ch. 97, C.S.A. 1935), which provides that the six months' limitation shall not apply to any claimant to whom the compensation has been paid, but adding that the payment of medical expenses was not the payment of compensation. In reversing the Commission, the Supreme Court

HELD: "Remedial acts should be given no retroactive construction unless the legislative intent to do so clearly appears and not in such cases unless a reasonable time be given by the act to those whose causes have accrued or are about to accrue. Otherwise, the legislation ceases to be remedial and becomes obnoxiously substantive."

Judgment affirmed.

MARYLAND CASUALTY COMPANY vs. INDUSTRIAL COMMISSION AND ANDERSON

116 Colo. 58

178 Pac. (2d) 426

I. C. No. 278792

Judgment Reversed

Index No. 383

En Banc.

Opinion by Alter, J.

Claimant, a permanent total, moved to Springfield, Missouri. Upon learning that he had secured some type of employment, respondents petitioned the Commission to reopen on the ground of change in condition.

Respondents' motion was granted. Claimant's permanent total disability resulted from blindness and for this reason he could not travel alone so was accompanied upon his return to Colorado by his wife. After the hearing claimant and his wife returned to their home in Missouri. The Commission found that there had been no change in his condition and ordered the respondents to continue the payment of compensation for life. Thereafter claimant petitioned and the Commission awarded the sum of \$84.00 to cover expenses in returning to Colorado. The only question involved is the legality of the allowance for traveling expense. The District Court affirmed the Commission's order and on review the Supreme Court

HELD: Sec. 111 (Sec. 390, Ch. 97, C.S.A. '35) contains the following:

"The Commission * * * shall have the power and authority to issue subpoenas * * *. Each witness who is subpoenaed on behalf of the Commission * * * shall receive for his attendance the fees and mileage provided for witnesses in civil cases in the District Court * * *. The Commission, may in its discretion assess the costs of attendance and mileage of witnesses subpoenaed by either party to any proceeding against the other party to such proceeding when, in its judgment, the necessity of subpoenaing such witnesses arises out of the raising of any incompetent, irrelevant or sham issues by such other parties.

"The Commission did not find that 'any incompetent or irrelevant or sham issues' were raised by either party nor the record considered would it have done so, hence the inapplicability of the above statute, besides claimant was not subpoenaed nor was he 'a witness' in the meaning of any statute or rule of decision having to do with costs. He was a party to the proceeding and voluntarily appeared and gave testimony as such."

Judgment reversed.

**AETNA CASUALTY AND SURETY COMPANY, et al., vs.
INDUSTRIAL COMMISSION AND CORREA**

116 Colo. 98
179 Pac. (2d) 973

I. C. No. 697512

Judgment Reversed

Index No. 384

En Banc.

Opinion by Alter, J.

Respondents admit that Correa sustained a compensable umbilical hernia in an accident arising out of and in the course of his employment and offered corrective surgery which claimant refused to accept and undergo. At subsequent hearings the medical evidence was conflicting as to whether or not claimant was a good operative risk. However, the Referee ordered respondents to reoffer surgery and allowed claimant twenty days within which to accept and undergo such treatment. Seven days after surgery, while still in the hospital, Correa died as the result of "thrombosis and other heart ailments". The District Court affirmed an award for compensation to the widow and children. On review it was

HELD: "In order to render the death compensable the evidence must establish a causal connection between the injury, the operation, and the 'thrombosis and other heart ailments' before the Commission may properly enter an award in favor of claimant. If 'fear and anxiety' are to be considered in this connection then there must be evidence of a causal connection between the injury, the operation, the 'thrombosis and other heart ailments' and 'fear and anxiety' to make the death compensable and there is no finding supported by any evidence.

"Decedent's injury was admittedly compensable and an operation for its correction was performed. However, there was no finding by the Commission that there was a causal connection between the injury, the operation and the 'thrombosis and other heart ailments' from which death resulted. In the absence of such finding no compensation could properly be awarded * * *."

DE WITT, et al., vs. VICTOR, AMERICAN FUEL CO.

116 Colo. 450
181 Pac. (2d) 816

I. C. No. 734360

Judgment Affirmed

Index No. 385

En Banc.

The above entitled cause was heard by a Referee of the Industrial Commission who made the following findings of fact:

"Tom De Witt was employed by the above named respondent employer as a machinist's helper. On February 28, 1946 he was instantly killed by a fall of coal from the roof of the place in which he was working, which was an accident arising out of and within the course of his employment. He is survived by Nora Hiner Ferguson De Witt, who claims to have been his common law wife, and by two children, Billy, age 15, and Darlene, age 12, who are the offspring of claimant, Nora Hiner, and one Harvey D. Ferguson. Funeral expenses in excess of \$125.00 were incurred, and have not been paid. Decedent's average weekly wages, \$58.57.

"Claimant testified: That she met Harvey Ferguson in 1917 and began living with him the following year. Between then and 1933 she bore Ferguson eight children, of which Billy and Darlene were the last two. That she last saw Ferguson in 1933 and has not heard from him directly since. That on July 9, 1935 she began living with Tom De Witt and continued to do so until

his death. That from 1918 to 1933 she was known in the several communities in which she lived as Mrs. Ferguson, when Harvey was around, and as Mrs. Hiner when he was not. That since July 1935 she has been known as Mrs. De Witt. That all of the children were known as Ferguson until she took up residence with De Witt, whereupon the two youngest began using his name, although neither was ever legally adopted by De Witt.

"Claimant contends that her relationship with the father of her eight children and the man with whom she lived for approximately fifteen years did not constitute a common law marriage, but that her relationship with Tom De Witt did constitute a common law marriage. The Referee is of the opposite opinion.

"The Referee finds that Nora Hiner was, and is, the common law wife of Harvey Ferguson, which has not been terminated by legal separation. Accordingly, that she was not competent to enter into either a common law or ceremonial marriage with Tom De Witt. None of the children having been adopted by De Witt, the Referee, therefore, concludes that Tom De Witt is survived by no dependents within the meaning of the Workmen's Compensation Act."

Medical, surgical, hospital and funeral expenses were ordered paid but compensation was denied claimants.

On appeal the Referee's Order was affirmed by the Industrial Commission and by the Denver District Court.

PER CURIAM.

"Mr. Justice Jackson did not participate in the hearing or in the consideration of this cause. Mr. Chief Justice Burke, Mr. Justice Alter and Mr. Justice Luxford are of the opinion that the judgment should be affirmed, whereas Mr. Justice Hillard, Mr. Justice Stone and Mr. Justice Hays are of the opinion that it should be reversed. The judgment must therefore be affirmed by operation of law because of an equally divided court, and no good purpose would be served by a statement of the issues or the reasons for the conclusion of the several members of the court. Rule 118 (f), R.C.P. Colo.

"Judgment affirmed."

INDUSTRIAL COMMISSION OF COLORADO vs. MESSENGER

116 Colo. 451
181 Pac. (2d) 816

I. C. No. 746597

Judgment Reversed—(Commission affirmed)

Index No. 386

En Banc.

Opinion by Luxford, J.

Claimant was a waitress handling food in a local restaurant. She was directed by her employer to secure a health certificate and submitted herself to a physician who drew from her arm some blood for the purpose of making the blood test required by law. The lesion made by the physician became infected and as a result of the disability thus created she was forced to leave her employment. She and other employees were directed by their employer to have a blood test made. They were not directed to go to any particular physician but were advised that if they went to a certain doctor the charge for the tests would be \$2.00. Claimant went to a physician of her own choosing for the test.

Regulation 6 of the State Board of Health Laws, Rules and Regulations provides,

"All persons engaged in the handling and preparation of food shall obtain a permit card from the State Board of Health. Application for the permit card shall be made on a form fur-

nished by the Board and shall include a report from a licensed physician stating that the applicant has been examined and found free of communicable disease. Examination shall include a blood test and other laboratory reports as indicated."

It is also provided that operators of a restaurant must have a license issued by the Board and that the code of sanitary rules and regulations shall include medical examinations of all restaurant employees handling food, thus making it a duty of the licensee to see that the code of sanitary rules and regulations is enforced for which there is a penalty for failure.

The Industrial Commission reversed its Referee and held that the condition from which claimant claimed compensation did not arise out of or within the course of her employment. The District Court reversed the Commission and in its reversal of the District Court the Supreme Court

HELD: "From the foregoing it is apparent that the employer was obligated by the State law to have claimant obtain a health certificate. It was not his regulation or requirement, it was that of the State. Claimant was incapacitated by reason of her compliance therewith. Obviously, as the Commission found, her accident did not arise out of or within the course of her employment."

MORRISON vs. CLAYTON COAL CO.

116 Colo. 501

181 Pac. (2d) 1011

I. C. No. 490454

Index No. 387

Reversed in Part—(Commission Affirmed)

In Department.

Opinion by Stone, J.:

Claimant Morrison, an employee of respondent coal company, was injured in the course of his employment January 4, 1940. After hearing, Commission entered an award requiring respondents to pay compensation to claimant at the rate of \$14.00 per week from January 20, 1940 to December 5, 1940 for temporary total disability, and thereafter for maximum permanent partial disability. On April 18, 1944, pursuant to respondents' petition, the case was re-opened and after several intermediate Orders, Commission found that claimant had been temporarily and totally disabled until he reached his maximum degree of improvement on March 20, 1942, and that his permanent partial disability had decreased to 10% as a working unit. Commission's final Order extended the period of temporary total disability, but slightly decreased the amount of permanent partial disability. Coal Company contended that the extension of temporary total disability was irregular because a provision in Section 110, which provides that "no such review shall effect such award as regards any money already paid."

Upon review, the District Court reversed supplemental Order of the Commission insofar as it required payment of compensation for temporary total disability subsequent to December 5, 1940. In reversing the District Court and affirming the Order of the Industrial Commission, the Supreme Court

HELD: "This Section (110 WCA; 389 Ch. 97, C.S.A. 35) of the statute plainly authorizes the action of the Commission here involved unless its right is limited by a subsequent provision of the section which provides: 'no such review shall effect such award as regards any monies already paid.'"

"It seems important to note the distinction between such an award and a judgment. The latter is based on past acts; the former, in its determination as to whether liability exists, also is based upon past acts, but in its determination as to the extent

of injury and amount of compensation, is based upon estimates as to future results. Accordingly, the finding by a Commission as to liability is res judicata (*South v. Indemnity Ins. Co.*, 39 Ga. App. 47, 146 S.E. 450) but its determination as to the extent and duration of disability and the amount of compensation properly to be awarded therefor should be subject to future change in the event the estimate upon which the award was originally based proves incorrect.

"The one way in which those particular monies could be effected by the review would be by the finding that those monies were not the property of the claimant, but must be returned to the insurer. Such, we believe, is a plain and just interpretation of the statute, and our construction of the statute seems to have been uniformly to this effect.

"Accordingly, the judgment of the trial court is reversed so far as it required deletion from the award of the Commission of its requirement of compensation to claimant for total disability from December 6, 1940 to March 19, 1942, and the award of the Commission as to such temporary total disability, is approved."

STATE COMPENSATION INSURANCE FUND vs. BATIS

117 Colo. 1

183 Pac. (2d) 891

I. C. No. 723633

Index No. 388

Affirmed

In Department.

Opinion by Hays, J.

Claimant resides at Oak Creek, Colorado and the coal mine in which he was employed was located at Phippsburg, a distance of approximately four miles from that town. He rode to and from his work in a pickup truck furnished by his employer. On September 29, 1945, while going to his work, the pickup truck collided with another car, resulting in claimant's injuries for which he was awarded compensation. Claimant testified that as part of his contract of employment, his employer had agreed to furnish him with free transportation, to and from his work. While there was positive evidence to the contrary, the Referee found "as one of the terms of the contract of said employment, the said Union Coal Operating Company, agreed to transport the claimant from his place of residence to the place of his work."

The Union Coal Operating Company, a copartnership, herein referred to as the Coal Company, consisting of W. M. Ross, L. K. Spitzer, J. C. Moore and Paul J. Moynihan, began operation of the Seven Points Coal mine located near Phippsburg, Colorado, October 5, 1944, and continued to September 17, 1945, when by subcontract or sublease the operation thereof was turned over to Moynihan, one of the partners. Moynihan was in active charge of said mine at the time of the accident herein in question and has been foreman of the mine for the partnership prior to the date of said subcontract. The pickup truck involved in the accident with the name "Moynihan" painted on the side thereof was at all times owned by Moynihan, but used by the partnership. At the time of the accident, September 29, 1945, and at all times from October 13, 1944 to October 1, 1945, there was in full force and effect a policy of compensation insurance on the State Compensation Insurance Fund, herein called Fund, covering all employees of the Coal Company. The Fund was not notified until four days after the accident that the Coal Company had contracted out the operation of the mine and no notice of cancellation was given by the Fund to the Coal Company until December 3, 1945, two months after the accident; no proof was furnished by the Coal

Company to the Fund at any time that Moynihan had become an employer and secured compensation insurance as required by endorsement on said policy.

About nine months prior to September 17, 1945, the date of the mining subcontract, Moynihan was engaged in a separate and distinct trucking business, hauling cement from LaPorte, Colorado to the east portal of the Thompson Tunnel. To cover his operation he had procured compensation insurance from the Travelers Insurance Company, effective from December 18, 1944 to December 18, 1945. No notice was given the Travelers Company that Moynihan was engaging in a mining business until after the accident here in question. No pay roll reports on mining operations were ever made to or received by the Travelers, nor did the latter receive any premium whatsoever for such operations; neither is there any indication in the record that at the time of the issuance of the policy by the Travelers that either party contemplated that such policy should also cover future mining operations. The Travelers policy shows it was issued to cover only Moynihan's trucking operations and no other.

Only two questions are presented for consideration: (1) Is Batis entitled to compensation? (2) If so, whose liability is the payment thereof; State Compensation Insurance Fund, or the Travelers Insurance Company? The Commission held the State Compensation Insurance Fund liable which the District Court affirmed. In its affirmance, the Supreme Court

HELD: "(1) The general rule as to liability where the accident occurs upon a street or highway from causes to which the public generally is exposed was announced in *Industrial Commission v. Anderson*, 69 Colo. 147, 169 Pac. 135, in which is cited numerous instances where compensation was judicially denied.

"There are, however, well recognized exceptions to the above rule, which exceptions also are noted in the above case, where there exists special circumstances bringing the accident within the scope of employment or where by the contract of employment the employer agreed to furnish transportation. The finding of the Referee that transportation was to be furnished, was approved, affirmed and adopted by the Industrial Commission and the District Court and we are bound thereby.

"(2) Section 49 of the W.C.A. provides that any person, company, or corporation operating or engaged in, or conducting any business by leasing or contracting out any part or all of the work thereof to any lessee, sub-lessee, contractor, or sub-contractor, which irrespective of the number of employees engaged in such work, be construed to be an employer as defined in this article. * * * * Provided, however, that if said lessee or sub-lessee, contractor or sub-contractor, doing any work as in this section provided, shall himself be an employer as defined in this article, in the doing of such work and shall before commencing said work, insure and shall keep insured his liability for compensation as herein provided, then and in that case such person, company, or corporation operating, engaged in or conducting said business, shall not be subject to the provision of this section.

"The basic manual of rules of the Commission provides: '2. Underwriting Basis. The liability under the Workmen's Compensation Act of Colorado of each legal entity shall be insured separately and the policy shall be issued by one insurance company to cover the entire operations of the legal entity within the State of Colorado, whether at one or more locations * * * *'"

"In the present case there is no natural connection between the business of trucking, which was insured with the Travelers, and the mining operations, insured by the Fund. The two businesses were separate, distinct, and entirely disconnected. Moynihan having failed to insure his liability in his mining operations, claimant was a constructive employee of the Coal Company and as such was covered by the policy of the Fund and not by the policy of the Travelers."

No error appearing, the judgment of the Trial Court was affirmed.

MOFFAT COAL CO. vs. McFALL

117 Colo. 191

186 Pac. (2d) 1021

I. C. No. 644737

Index No. 389

Reversed

En Banc.

Opinion by Hayes, J.

On July 26, 1943, Steve Patrick McFall, a coal miner, sustained an accident in the course of his employment, and as a proximate result thereof, died on January 8, 1946, more than two years after the date of the accident. The Commission awarded benefits to the dependents of deceased; thereupon, the Moffat Coal Company, decedent's employer, and The Employer's Mutual Insurance Company, the Insurer, brought this action in the district court to modify the award of the commission by striking therefrom the requirement that the dependents be paid certain monthly benefits beginning January 1, 1946. The court sustained the award of the Commission.

The sole question involved herein is whether or not the dependents are entitled to said benefits under the applicable statute.

Section 342, Chapter 97, '35 C.S.A. provides:

"In case death proximately results from the injury *within a period of two (2) years*, the benefits shall be in the amounts and to the persons following:" Then follows basis of payment not material herein.

The essential facts are not disputed. They are: that McFall was employed by Moffat Coal Company; that he sustained an accident in the course of his employment; that death proximately resulted from said accident; and that if the dependents are entitled to any benefits, the amount awarded was proper.

The above statute provides in simple and unambiguous language that in order that dependents be entitled to receive benefits, death must occur within a period of two years from the date of the injury.

It is contended by dependents that the whole act should be construed and considered as whole and, if possible, every section thereof harmonized and given effect. This is familiar law and requires no citation of authority to support it, but the rule is not applicable here. They do not seek to have various sections of the act harmonized. They ask, in effect, that that part of the statute be deleted, and that the words "within a period of two (2) years" be entirely disregarded.

We cannot, under the guise of harmonizing various sections of the statute or by employment of rules of construction, ignore the provisions of legislative enactments which are clear and unambiguous.

The judgment of the district court is reversed and the cause remanded with instructions to direct the Industrial Commission to amend its award in conformity herewith.

MR. CHIEF JUSTICE BURKE, MR. JUSTICE STONE, and
MR. JUSTICE JACKSON DISSENT.

CONSOLIDATED UNDERWRITERS vs. INDUSTRIAL COMMISSION

117 Colo. 239
185 Pac. (2d) 1013

Index No. 390

Reversed

En Banc.

Opinion by Hilliard, J.

Plaintiff, Consolidated Underwriters, is a reciprocal insurance exchange, with its principal place of business in Kansas City, Missouri. Plaintiff Keith, d/b/a Keith Rig Company, is engaged in constructing, erecting, dismantling, etc., of oil rigs, with its principal place of business at Russell, Kansas. Keith undertook to do certain work in Colorado and insured its Workmen's Compensation liability with Consolidated, which had previously been authorized to transact business in this State by the insurance commissioner of Colorado. The Industrial Commission refused to approve the writing of such insurance by Consolidated Underwriters for the reason that Section 21 WCA, Section 300, Ch. 97, C.S.A. '35, provides: "That an employer may insure his liability in one of the following ways: (a) by insuring and keeping insured the payment of such compensation in the State Compensation Insurance Fund, or (b) by insuring and keeping insured the payment of such compensation with any stock or mutual corporation authorized to transact the business of Workmen's Compensation insurance in this State. * * * (c) by procuring a self-insurer permit from the Commission * * *."

Commission's refusal was upheld by the District Court. In its reversal, the Supreme Court

HELD: "Considering that Consolidated Underwriters, proceeding pursuant to '35 C.S.A. Chapter 87, section 98, applied to the Commissioner of Insurance of Colorado for license to issue policies of the nature here, and which said official granted and issued, we cannot think that even section 300, the reliance of the commissioners of the Industrial Commission, makes inoperative the policy issued in this instance. Granting that the section does appear to place some limitations on employers seeking compensation insurance, still it does not negative the right of the licensee insurer here, or others in like category, to write such coverage. Furthermore, that section does not say that insurance procured from the licensed insurers other than those mentioned therein shall not be "compliance". Those considerations in mind, it is doubtful, we think, whether the legislature really intended the result to obtain by the act of the Industrial Commission, of which complaint is made in this proceeding. But, assuming otherwise, as the whole act originally read, the subsequent amendment to section 301 thereof (1923), and the new sections 435 (a) and 438 (1941), make clear, as we are persuaded, that such restricted construction does not conform to the current intention of the legislature."

BROFMAN vs. INDUSTRIAL COMMISSION, et al.

117 Colo. 248
186 Pac. (2d) 584

Index No. 391

Affirmed

In Department.

Opinion by Luxford, J.

On December 28, 1935, the claimant, a Denver police officer, fell and bruised his hip in alighting from a radio car. The accident arose out of and in the course of his employment. On January 3, 1936 he went to Denver General Hospital, was treated for his injury, and returned to work three days later. His hospital and doctor bills in the

sum of \$19.00 were paid by the insurance carrier. In due course, a supplemental report signed by both employer and claimant was filed with the Commission which contained a statement that he had sustained no permanent disability. No formal claim for compensation was filed with the Commission, and the case was closed. More than ten years later, on August 23, 1946, claimant filed with the Commission his "petition to re-open claim", which was denied. In an appropriate action in the district court, the ruling of the Commission was affirmed. In affirming the Commission in trial court, the Supreme Court

HELD: "The decision in this case hinges upon our interpretation of said amended section 110, which reads as follows:

'Upon its own motion on the grounds of error, mistake or a change in condition, the Commission, at any time within six years from the date of accident in cases where no compensation has been paid or, at any time within two years after the date last payment becomes due and payable or, within six years from the date of accident, whichever is longer, in cases where compensation has been paid, and after notice of hearing to the parties interested, may review any award and on such review, may make an award ending, diminishing, maintaining, or increasing compensation previously awarded, subject to the maximum and minimum provided in this Act, and shall state its conclusions of fact and rulings of law, and shall immediately send to the parties a copy of the award. No such review shall affect such award as regards any monies already paid. The Commission shall have power to review any case otherwise barred by this Section within a period of one year from the date of approval of this Act.'

"The italicized portions represent the changes made in the old statute, and the amended statute applies retroactively to this case.

"More than six years having elapsed from the date of the accident before claimant's 'petition to re-open' was filed with the Commission, and more than two years having expired after the approval of the statutory amendment, we are of the opinion that it was right in declining to re-open the case, and that the district court properly sustained its conclusion."

GREGORICH, JR. v. INDUSTRIAL COMMISSION, et al.

117 Colo. 423
188 Pac. (2nd) 886

Index No. 392

Reversed and Remanded

En Banc.

Opinion by Hays, J.

In Gregorich vs. Oliver Coal Company, 114 Colo. 481 (Index No. 378, 19th Report), the Colorado Supreme Court dismissed this action because "the specification of points was not filed in apt time" as required by the Court's rules. Thereafter Gregorich petitioned the Commission to re-open his claim under Sec. 110 WCA on the grounds of error, mistake, or change in condition, which the Commission declined to do, being of the opinion that the dismissal by the Supreme Court was final and conclusive.

Originally the Commission found in favor of claimant, holding that amended Sec. 84 was not applicable to an action based on an injury (March 31, 1941) suffered before the effective date of the amendment (April 21, 1941). Gregorich had not filed his claim within six (6) months

from the date of the injury but medical expense had been paid by the insurance carrier, and Sec. 84, before its amendment, provided that the six (6) months limit would "not apply to claimant to whom compensation had been paid", and the Supreme Court had previously held that payment of medical expense was the payment of compensation. The amended section provides that the Commission has discretion to waive the six (6) months limit on filing, but also provides that the payment of medical expense shall not be considered the payment of compensation. Originally the District Court reversed the Commission's Order in favor of claimant, held the action barred by the amended section, and ordered the Commission to vacate its Award which, after dismissal by the Supreme Court, the Commission complied with. From the order of the Commission refusing to re-open and reconsider this cause, this appeal was taken. The District Court affirmed the action of the Commission.

HELD: "From the foregoing it clearly appears that claimant was injured March 31, 1941; that claim was filed January 8, 1945; that the principal dispute before the Commission and District Court related to whether the original Section 363 (Sec. 84, WCA) or the 1941 amendment applied; that it was judicially determined in 'State Highway Department vs. Stunkard (115 Colo. 358)' that the original Section 363, and not the amendment applied; that the company furnished medical treatment to claimant and that such constitutes the payment of compensation under said original section as construed by this Court; that by reason of furnishing such medical services, the bar of the statute requiring the claim to be filed within six (6) months from the date of injury was effectively removed; that the claim was filed in apt time, and that claimant was entitled to have same consideration on its merits * * * and that the Commission and trial court were in error in ruling that they were precluded by our opinion in *Gregorich vs. Coal Company Supra* from re-opening the matter and determining the controversy on its merits."

We therefore, conclude that it is the duty of the Commission to consider *Gregorich's* claim for compensation and benefits upon the merits.

HARTFORD ACCIDENT & INDEMNITY COMPANY v. CLIFTON

117 Colo. 547

190 Pac. (2nd) 909

I. C. No. 756612

Index No. 393

Judgment Affirmed

En Banc.

Opinion by Hays, J.

Trimmer, an employer of more than four employees, obtained a policy of compensation insurance with the Fireman's Fund Indemnity Company. Complying with Commission Rule 3, this company notified the Commission of the effective date (March 5, 1945) and expiration date (March 5, 1946) of said policy. Subsequent to and on May 2, 1946, Trimmer was engaged in constructing a transmission line under a contract with the Colorado Central Power Company. Albert J. Clifton, claimant's deceased husband, was employed by Trimmer and lost his life as the result of an accident arising out of and in the course of his employment on May 2, 1946.

The power company carried its Workmen's Compensation insurance with the Hartford Accident and Indemnity Company which contends:

(1) that the Fireman's Fund Indemnity Company rather than the Hartford Company is liable for payment to the widow for the reason that the Fireman's Fund had not notified the In-

dustrial Commission of the termination of its policy. The Commission held that the notice giving effective and termination dates was sufficient and that no second notice of termination was required.

(2) that claimant is estopped to claim compensation benefits because of her election to sue Trimmer for damages, which suit resulted in a stipulation of settlement whereby Trimmer agreed to pay to the widow in full settlement of her claim, \$4,900.00, payable \$500.00 in cash and \$60.00 per month until paid. \$920.00 was paid on account to December, 1946.

(3) In event the Hartford Company is required to pay the award of the Commission, that the payments made by Trimmer to claimant should inure to the benefit of the Hartford Company and such payments should be deducted from the compensation. This contention is based upon Sec. 87 WCA, Sec. 366, Ch. 97, CSA '35.

(4) Trimmer contends that he is entitled to judgment against the claimant on his counter-claim for the amount of payments made pursuant to said settlement.

The Commission's award was affirmed by the District Court and in its affirmation of the latter, the Supreme Court:

HELD: "While there is considerable force to the contention of Plaintiff in Error, the real question is whether or not, in the adoption of the Rule, it was the Commission's intention that a second notice be given. The Commission held that the notice given by the Fireman's Fund 'upon the issuance' of the policy fulfilled all of the requirements of the Rule; that the policy expired by its own terms prior to the accident herein; that a second notice was not required. This holding was approved by the District Court and will not be disturbed here. We, therefore, conclude that, Trimmer having failed to comply with the Statute with respect to keeping his compensation insurance in force, Plaintiffs in Error were not released from their liability under the Act; and that Trimmer and the deceased, under Sec. 328 (Sec. 49 WCA) both were constructive employees of the Power Company and covered by the insurance policy of the Hartford Company.

(2) "The contention that claimant is estopped by her election to sue Trimmer is based upon the erroneous assumption that the latter was the employer of the deceased. As above stated, we have concluded that the Power Company was the employer and that both Trimmer and the deceased were employees by reason of the fact that Trimmer had failed to keep his liability insured. Trimmer and the deceased, being in the same employment, the provisions of Sec. 366, Ch. 97, CSA '35, (Sec. 87 WCA) relating to the Election of Remedies, does not apply and the claimant's remedy before the Commission is exclusive. (Sec. 15 WCA)

(3) "When claimant was awarded compensation, it is clear that whatever cause of action she had against third parties was, by operation of law, duly assigned to Plaintiffs in Error, but in this case, under the attending circumstances, there was nothing to assign.

(4) "There being no legal basis for the suit by claimant against Trimmer, the money paid in settlement thereof cannot be allocated in this proceeding."

MOFFAT COAL COMPANY, et al. v. HILLIARD, JR.
ADMINISTRATOR,
117 Colo. 556
190 Pac. (2nd) 907

I. C. No. 362944

Index No. 394

Judgment Affirmed

En Banc.

Opinion by Burke, C. J.

Pappas, a native of Greece, while employed by the coal company was permanently and totally disabled in an accident arising out of and in the course of his employment and awarded compensation therefor. Payments according to the award were made for some time when on his application he was granted a lump sum of \$1000.00 to enable him to return to Greece. Thereafter payments continued according to the award until that country was occupied by the Axis powers and remittances after July 26, 1940 became impossible. May 20, 1943 counsel for the companies, reciting their inability to make payments, requested an order authorizing suspension. Complying therewith, the Commission entered an order "to suspend payment of compensation as of the date of last payment and until such time as communications are renewed and the whereabouts of claimant ascertained." Pappas died April 11, 1944 at which time accrued and unpaid compensation amounted to \$1560.60. He left as his heirs three nephews, aged 29, 35 and 38 years, all lifelong residents of Greece, but left no dependents, nor does the record disclose any creditors of his estate. The public administrator, as personal representative, demanded payment of the accrued compensation. Commission so ordered and that award was affirmed by the District Court.

Plaintiffs in Error contend that Sec. 57, WCA, Sec. 336, Ch. 97, CSA '35, does not permit of payment except upon the expenses of last illness or funeral, preference being to the latter.

HELD: "It should be noted that this statute is merely a grant of authority to the Commission to do what otherwise it could not, i.e., discharge expenses of last sickness and funeral from accrued and unpaid benefits instead of paying the total to the personal representative. Moreover, the word is 'may' not 'shall', hence that authority is apparently permissive, not mandatory.

"Irrespective of adjudicated cases, it is our opinion that the validity of the order of the Commission here in question is beyond doubt. The companies paid as long as they could pay. When frustrated by the fortunes of war, they sought permission from the Commission to retain possession of the funds until the avenues of communications had been re-opened. Had that transpired while Pappas was living, they would have been bound to remit in full. By their own request they were permitted to retain in their possession as trustees for the claimant, or his estate, all the accruals. That the mere circumstances of his death prior to the opening of the avenues of communication authorized them to appropriate the money to which he, or his legal representative, or his heirs and creditors were entitled, squares neither with reason nor justice."

SOUTHERN COLORADO POWER COMPANY vs.
INDUSTRIAL COMMISSION
118 Colo.
Pac. (2d)

I. C. No. 783133

Index No. 395

Judgment Affirmed

En Banc.

Opinion by Hays, J.

Kochan was employed by the employer as a truck driver and engaged in the rebuilding of a power line a few miles west of Canon City which area was infested with ticks. On May 14, 1947 Kochan complained of not feeling well. He was able to work the following day and on May 31, 1947 he died as a result of Rocky Mountain spotted fever. The medical evidence disclosed that the only known cause of Rocky Mountain spotted fever is the bite of an infected tick; that no ticks were known to be present in Canon City; that no tick was ever found on Kochan, nor any sign of a tick bite found on his body though search was not made until after an eruption or rash had appeared; that the period of incubation of this disease is ordinarily four to seven days. The lay testimony disclosed that Kochan had not been out of the town of Canon City for several weeks prior to May 14, 1947 except in the course of his employment. On these facts the Commission awarded compensation to decedent's widow.

The employer and insurance carrier contend that there is no evidence that decedent was ever bitten by an infected wood tick and that, if he were, there is no evidence that he was bitten within the course of his employment; and they question whether or not, even though bitten in the course of his employment, such is compensable under the Workmen's Compensation Act of Colorado.

In affirming the District Court's affirmatives of the Commission's Award, the Supreme Court HELD:

"From the above testimony it is clear that no thorough search of the body was made for evidence of a tick bite until the eruption or rash appeared, in which event claimant's witness, Dr. Lynch, testified, it would be very difficult to find any trace of such bite. This testimony justified the finding by the Commission and trial court that deceased was bitten by an infected tick; that Rocky Mountain spotted fever developed therefrom, which resulted in the death of the decedent, and under the established rule in this jurisdiction we may not disturb that finding.

"From the foregoing it is clear that decedent worked in an area where ticks were prevalent during the entire incubation period; that during such period and for more than a week before decedent's illness he had not been in a tick area except while working for the power company; that the time, place and cause of injury were sufficiently established, and that the accident is compensable under the Workmen's Compensation Act."

ACCIDENTS ARISING OUT OF AND WITHIN THE COURSE OF EMPLOYMENT:

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ACTIONS:

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DEATH BENEFITS:

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EMPLOYER AND EMPLOYEE:

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INSURANCE:

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Where contractor is employer of four or more and allows insurance to lapse he and his employees become constructive employees of general employer; 393.

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WORDS AND PHRASES:

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