

improvements, and particularly a form known as "Final Resolution," are somewhat confusing to the county officials.

With a view of clarifying the method of use of these forms, I have prepared, with some changes, new forms of what have heretofore been known as (a) "Resolution of County Commissioners applying for State Aid," (b) "Final Resolution," and (c) "Auditor's Certificate."

The forms as revised, which I now approve, are respectively hereto attached.

Respectfully,

C. C. CRABBE,

*Attorney General.*

1209.

CONTRACT—MANUFACTURING COMPANY IS REQUIRED TO PAY EMPLOYEES AT LEAST TWICE EACH MONTH—SPECIFIC CONTRACT PASSED UPON.

**SYLLABUS:**

*A manufacturing company in Ohio, employing five or more persons, may not retain the first week's pay from its employes, to be retained until the end of the twelfth week of employment in any form of guaranty of services, but, on the contrary, is required to pay all persons, whether engaged in manual or clerical labor, their wages due them at least twice in each calendar month, under the provisions of section 12946-1 of the General Code of Ohio.*

COLUMBUS, OHIO, February 21, 1924.

HON. H. F. WITTER, *Director, Department of Industrial Relations, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of your letter of August 21st, requesting the opinion of this department, as follows:

"The attached copy of contract of the Inskeep Manufacturing Company of Springfield, Ohio (used in employment of girls for the making of gloves), which was sent to this department as a result of our Factory Inspection Division issuing Factory Order No. 16167—copy enclosed—is submitted to you for an opinion on the following questions:

1. Would a contract or agreement of this kind be a violation of section 12946-1 of the General Code providing for the payment of wages at least twice in each calendar month?

2. Would such an agreement, when entered into with a minor, be a violation of section 12989 of the General Code relating to the withholding of wages due a minor?"

The contract referred to in your letter, denominated a "Working Agreement," which said company makes a part of its terms of employment, is as follows:

"Working Agreement."

"It is understood that Inskeep Mfg. Co. will pay all girls employed by them to learn to make gloves under the following schedule and provisions:

(1) The first full week's pay will be held back until the end of the twelfth (12th) week.

(2) In case any girl does work the full twelve (12) weeks, and quits before that time is up for any cause whatsoever, she will be paid only what she has earned *PIECE WORK*, during the time she worked.

(3) Each girl that stays the full twelve weeks will be paid at the rate of 20 cents per hour for the first two weeks; for the next two weeks she will be paid 10 cents per hour and all she earns piece work; for the next four weeks, 7 cents per hour and all she earns piece work, and for the next four weeks, 4 cents per hour and all she earns piece work.

(4) Whenever in our estimation we find that a girl is not trying we reserve the right to put her on piece work even though she has not worked the full twelve weeks."

It will be observed that section 12946-1, General Code, provides as follows:

"That every individual, firm, company, co-partnership, association or corporation doing business in the State of Ohio, who employ five or more regular employes, shall on or before the first day of each month pay all their employes engaged in the performance of either manual or clerical labor the wages earned by them during the first half of the preceding month ending with the fifteenth day thereof, and shall on or before the fifteenth day of each month pay such employes the wages earned by them during the last half of the preceding calendar month; provided, however, that if at any time of payment an employe shall be absent from his or her regular place of labor and shall not receive his or her wages through a duly authorized representative, such person shall be entitled to said payment at any time thereafter upon demand upon the proper paymaster at the place where such wages are usually paid and where such pay is due. Provided nothing herein contained shall be construed to interfere with the daily or weekly payment of wages."

It will also be observed that section 12946-2, General Code, provides that there shall be no exemption by special contract from the provisions of this act, as follows:

"No such corporation, contractor, person or partnership shall by a special contract with an employe or by any other means exempt himself or itself from the provisions of this act, and no assignments of future wages, payable semi-monthly under these provisions shall be valid, but nothing in this act shall prohibit the assignment by an employe of ten per centum of his personal earnings, earned or unearned, to apply on a debt for necessities. Whoever violates the provisions of this act shall be punished by a fine of not less than twenty-five nor more than one hundred dollars."

Your second inquiry is directed to section 12989, General Code, and you ask whether such an agreement as above mentioned would be in violation thereof. The provision of this section is as follows:

"Whoever, being a person, officer or agent of a company or corporation doing business in this state, retains or withholds from a minor in his employ the wages or compensation, or a part thereof, agreed to be paid and due such minor for work performed or services rendered, because of presumed negligence or failure to comply with rules, breakage of machinery or alleged incompetence to produce work or perform labor according to any standard of merit, shall be fined not more than two hundred dollars or imprisoned in the county jail not more than six months, or both."

It is assumed that in a manufacturing company such as you mention above, a part of the employes, at least, would be minors. And it is also assumed that there is some purpose in withholding the first week's wages, akin to the purposes mentioned in the above mentioned section. In fact, Item No. 2 provides that in case any girl quits before the full twelve weeks, for any cause whatsoever, she will be paid only what she has earned "piece work" during the time she worked. It is believed this form of contract is not permissible under the laws of Ohio.

Upon very careful consideration of your inquiries, it is my opinion that they should both be answered in the affirmative.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

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1210.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND R. BURTON CHILD, FINDLAY, OHIO, FOR ALTERATION OF PRESENT CATTLE BUILDING FOR SWINE BUILDING AT OHIO STATE FAIR GROUNDS, 'AT COST OF \$72,490.00—SURETY BOND EXECUTED BY R. W. MOORE, A. E. DORSEY, D. EARL CHILD AND J. LEO CHILD.

COLUMBUS, OHIO, February 21, 1924.

HON. L. A. BOULAY, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval contract between the State of Ohio, acting by the Department of Highways and Public Works and R. Burton Child, of Findlay, Ohio. This contract covers the alteration of present Cattle Building for Swine Building at the Ohio State Fair Grounds and calls for an expenditure of \$72,490.00.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract.

There has further been submitted a contract bond upon which R. W. Moore, A. E. Dorsey, D. Earl Child, and J. Leo Child appear as sureties, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, informal bids were taken and tabulated as required by law and the contract duly awarded. Also it appears that the law relating to the workmen's compensation has been complied with.

Finding said contract and bond in proper legal form I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,  
C. C. CRABBE,  
*Attorney-General.*