A CASE STUDY OF UNION ORGANIZING STRATEGIES

APPROVED:

[Signatures]

Major Professor

[Signature]

Minor Professor

[Signature]

Director of the Department of Economics and Sociology

[Signature]

Dean of the Graduate School
A CASE STUDY OF UNION ORGANIZING STRATEGIES

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John H. Oliver, B. A.

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CHAPTER I

INTRODUCTION

The purpose of this paper is to present a case study of a union organizational campaign among a group of women garment workers. The union that conducted the organizing drive was the International Ladies' Garment Workers' Union. The employees involved in the campaign were employed by the Russell-Newman Manufacturing Company in the North Texas community of Denton.

While the central concern of this study is to present a chronological description of a union organizing campaign and an analysis of the factors affecting the results of the campaign, the first three chapters present background material concerning the two parties involved and the history of the previous organizational attempts by the union at the Russell-Newman factories. Chapter II deals with a brief history of the company in the community of Denton, Texas. Chapter III is allotted to a brief look at the ILGWU and its position and role in the women's apparel industry in the United States and Texas. In order to provide a meaningful perspective for the latest effort to unionize the company Chapter IV deals with the nature and results of three previous organizational drives by the ILGWU at Russell-Newman. The remainder of the thesis
is devoted to a description of the union's organizational campaign during 1964 and 1965 and an analysis of the factors influencing the results of the National Labor Relations Board union representation election. Several months of the post-election events are included in Chapters VI-VII.

Method

The writer was offered the opportunity of observing the organizational campaign during the second week of the exploratory phase of the drive by the union representative, George Lambert. As a participant-observer, the writer was invited to union campaign committee meetings held during the twelve months from May 1964 to May 1965. Accompanying the organizers during "house calls" and numerous interviews and informal discussions with Russell-Newman employees, the union organizers, and the union's attorney provided the basic source of information for this study. The information about the previous campaigns at Russell-Newman was gathered from the union attorney's files, records of the Sixteenth Regional office of the National Labor Relations Board in Fort Worth, Texas, and interviews with direct participants in the campaigns.

1Normally this term refers to an observer who directly participates as a member of one of the parties. However, the term is used here to refer to a non-partisan observer who does not function as an organizer but observes the process from the inside.
Several attempts were made to obtain interviews with members of management. A letter was sent to Frank Martino, vice-president and general manager, on June 21, 1964, and another to Rowe Newman, president, on July 30, 1964. However, there was no response to either letter. Finally Frank Martino declined an interview personally requested on February 8, 1965, at the National Labor Relations Board hearing conducted in the Denton County Court Building.

Thus most of the information for this study was made available by the union representatives and the Russell-Newman employees who functioned as an inside organizing committee. The writer was placed on the employee's mailing list, introduced to the workers by the organizers, and had access to the union attorney's files.

Survey of Literature

Although there are a number of sources that describe various aspects of the organizing process, there are very few detailed studies by participant-observers of particular organizing campaigns. Furthermore, these sources fail to present any significant attempt at pointing out the adequacy or inadequacy of the methods and techniques used in the process of organizing.

Among the more specialized works, William Z. Foster's *The Great Steel Strike*\(^2\) describes a number of organizing techniques,

but they are not elaborated upon. Organizing techniques of the International Brotherhood of Teamsters are discussed in a book by Samuel Hill, *Teamsters and Transportation*. A book which indicates a number of organizing techniques utilized in the needle trades is Joel Seidman's *The Needle Trades*. A general guide to organizing garment workers, published by the Educational Department of the International Ladies' Garment Worker's Union, is entitled *Handbook of Trade Union Methods*.5

One of the popular treatments of the organizing process of a general nature is *When Labor Organizes*, written by Robert R. R. Brooks.6 The greater portion of the first chapter entitled "Organizing a Union" describes the activities of a fictitious organizer, giving a concise and composite picture of the methods of organizing and some of the obstacles encountered.

A case study of an organizational campaign among a group of industrial workers is presented by William F. Whyte.7 Whyte's study, conducted inside the company's facilities, was


4*Joel Seidman, The Needle Trades* (New York, 1942).

5Educational Department, International Ladies' Garment Worker's Union, *Handbook of Trade Union Methods* (New York, 1936).


primarily concerned with investigating the effects of the organizational campaign on the workers.

The most extensive study of the organizing process is found in Alvin P. Bradford's "The Tactics and Methods of Labor Organizing," an unpublished doctoral dissertation. Aside from being a participant-observer in three union organizational campaigns, Bradford interviewed more than one hundred professional union organizers, representing a cross section of the member unions of the American Federation of Labor and the Congress of Industrial Organizations of the pre-merger period, and several independents. The organizing situations that the union representatives related to Bradford consisted of campaigns conducted in all regions of the United States. Although the author compiled invaluable information concerning the role of the union organizer, the methods and techniques of organizing, the various factors affecting organizing activity, and the stages through which organization develops, he did not approach an extensive study of any particular organizing situation.

A study of the various appeals used by unions and employers to influence the worker's acceptance or rejection of union representation is found in Sulton J. Boyd's "Appeals Made to Employees to Influence Their Decision Regarding Collective

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Bargaining," an unpublished master's thesis. Boyd's study was based on information obtained primarily from NLRB case decisions involving labor organization in the region comprised of Texas, Oklahoma, and New Mexico.

To the writer's knowledge the only case study of an industrial union campaign similar to the one presented in this thesis and also presented in a chronological and analytical fashion is Karsh, Seidman, and Lilienthal's "The Union Organizer and His Tactics: A Case Study." This, like the present study, relates to a campaign conducted by the ILGWU among a group of garment workers in a relatively small community. The writers were primarily concerned with the role of the union organizer and the development of his tactics in the course of the campaign.

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10 Bernard Karsh, Joel Seidman, and Daisy Lilienthal, "The Union Organizer and His Tactics: A Case Study," American Journal of Sociology, LIX (September, 1953), 113-22.
CHAPTER II

THE COMMUNITY AND THE COMPANY

The Russell-Newman Manufacturing Company, Inc., which is engaged in the manufacture and sale of ladies' and children's underwear and sleepwear, represents one of the largest garment producers in the Southwest. Its main office and place of operations are located in the North Texas community of Denton.

Denton, one of the more rapidly growing communities in the area, has had within the last five years a population increase of 5,237, a nineteen per cent increase from the 26,844 population in 1960. The average effective buying income per household in 1963 was $7,249, $119 above the national average and $977 above the state average. In the last few years the local Chamber of Commerce has become extremely active in a campaign to attract industry. The local paper expressed the spirit of the campaign in the following terms. "Day in and day out, the division [Industrial Division of the Chamber of Commerce] is extolling the virtues of this area to industrial officials in other parts of the nation."1

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As growth has occurred the community has become more urban conscious. Explaining why the attraction of new industry is essential for the community, Homer Bly, chairman of the Chamber's Industrial Division, said, "It takes us out of the realm of merely being a satellite city. We're not dependent on a central city." Since 1959, seven new firms have moved to Denton. The Industrial Division and Denton Industries, Inc., a non-profit community organization, assist firms in locating or relocating in Denton. Denton is also the site of two rapidly growing state universities, North Texas State University and Texas Woman's University, with a combined student body of approximately 15,000.

Representing one of the community's oldest manufacturing concerns, the Russell-Newman Company was established in 1939, principally by Howe B. Newman, a native of Nocona, Texas. Currently Newman is president; Frank N. Martino, vice-president; Donald Robinson, secretary-treasurer; J. Holford Russell, vice-president; and Lura (Mrs. Murray) Kendrick, vice-president and designer. These individuals with the exception of Lura Kendrick represent control, with J. Holford Russell, reported as the largest stockholder.

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2Ibid.
3Ibid.
4Information obtained from union organizer's files.
Before helping organize the Russell-Newman firm, Howe Newman held several positions with various companies. After graduating from Austin College of Sherman, Texas, he worked for the Pool Manufacturing Company in Sherman, which produces men's work clothing. From 1928, until the company was established, Newman was a salesman, manager of Sherman Montgomery Ward store, and manager of a Burr department store at Duncan, Oklahoma.\(^5\)

As a resident of Denton since 1939, Newman has been a leader in community and business affairs. He has served as a steward of the First Methodist Church, a member of the Board of Directors of Flow Memorial Hospital for fourteen years, (holding the office of president in 1964), a member and past director of the Denton Kiwanis Club, and a member and past director of the Denton Chamber of Commerce. Currently he is a director of the First State Bank of Denton.\(^6\) In early 1965, Newman was selected Outstanding Senior Citizen of the year by the Denton Chamber of Commerce. The awarding speaker said, "He [Newman] has devoted long years of work toward the economic development of Denton with his name in the limelight little of the time."\(^7\) Presently Newman is not very active in the Russell-Newman Company.

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\(^6\)Ibid.

\(^7\)Ibid.
The vice-president and general manager of operations, Frank Martino, is a native of Dallas, Texas. He was employed for a short time by Clark Manufacturing Co., Meridian, Mississippi, before becoming employed in Oklahoma City as a salesman for Russell-Newman. Within a few years Martino was elected vice-president and headed general production and personnel for the company. He married Howe Newman's daughter in the late 1940's.

The major stock holder in the company, J. Holford Russell, has been a resident of Denton for almost sixty-five years. Since 1905, he has been active in H. M. Russell & Sons Co., Inc., one of the largest locally owned department stores. He is now president and general manager of that business and vice-president and director of the Russell-Newman Company. The Russell department store handles the line of garments made at Russell-Newman.

The Company's Growth and Facilities

The business was first established as a corporation with a capitalization of $3,000. Three years later, in 1941, the corporation was dissolved and a partnership among the principals was formed. Then in 1946, the business was reincorporated under Texas Laws. At this time there was an authorized capital stock with 4,152 shares of common at $100 par value each. In January, 1964, the Martino-Robinson
Manufacturing Co., Inc. and Betti Lingerie, Inc., both located in Pilot Point, Texas, were merged into the Russell-Newman Company at which time authorized capital was increased to 10,000 common shares at $100 par value each.\(^8\)

Over the last decade the company has experienced considerable growth in sales, earnings, and payroll. In the early 1950's sales were about one million dollars annually. Today sales exceed five million dollars yearly. As the company has grown, its financial conditions have remained sound with debt low in relation to the net worth of the firm.\(^9\)

The company manufactures garments of medium to popular priced lines. The garments are sold on contract to J.C. Penney Co. and Sears Roebuck, with this merchandise being shipped nation-wide to their various stores. They also sell under their own label, "Texsheen," to women's wear stores, children's shops, and various department stores.\(^10\) In the twenty-five years the company has been operating its sales territory has grown from local and regional to the entire United States and some export sales. The company employs seven salesmen who service over 3,000 accounts. The firm reports that sales have increased by sixty-four per cent over the past five

\(^8\)Information obtained from the union organizer's files.
\(^9\)Ibid.
years with prospects of a fifty per cent increase over the next five years.\textsuperscript{11}

The operation facilities are in several buildings both in Denton and Pilot Point. The main office is located in Denton, at 324 East Hickory in a relatively new one-story brick building, containing 30,000 square feet of floor space. Constructed specifically for apparel manufacturing, this office building comprises the departments of accounting, office personnel, cutting, warehousing, automatic unit, shipping, design, pattern department and the sample department. Approximately thirty-five employees work in this building.\textsuperscript{12}

The sewing plant at Denton is located in an old building (known locally as the Masonic building) at 112-116 East Hickory containing 18,000 square feet of floor space. The building has been remodeled with three floors to accommodate the company's sewing operations and contains the office of Chief Engineer and Assistant Engineer. Also, all production records for each individual employee are maintained in this building with the Production Manager who is under the direction

\textsuperscript{\textsuperscript{11}}\textit{Denton Record-Chronicle}, January 31, 1965, Sec. 3, p. 3.

of Frank Martino. Approximately one hundred and ninety-five machine operators work in this sewing plant.\textsuperscript{13}

The other sewing factory is located in Pilot Point, Texas, approximately twenty miles from Denton. This factory is housed in six adjacent buildings on the west side of the town square. The buildings were previously used as a cafe, barbershop, post office, hardware store, movie theatre and an automobile sales house. Almost one hundred and eighty machine operators work in this factory.\textsuperscript{14}

Company Policies and the Work Force

When the company was started, it employed about three operators. Today the company employs over four hundred workers, ninety-eight per cent of whom are women. Employment has increased nearly twenty-five per cent during the last four years.\textsuperscript{15} Most of the Denton plant employees live in the city, with approximately forty-five commuting from rural communities within a fifteen to twenty-five mile radius of Denton. Nearly forty per cent of the Pilot Point employees live in that city, with the remaining commuting from within a radius of five to twenty-five miles of that community.\textsuperscript{16}

\textsuperscript{13}Ibid., p. 23. \textsuperscript{14}Ibid., p. 25. \textsuperscript{15}Denton Record-Chronicle, loc. cit. Martino reported a payroll increase in the same years from $725,000 to one million dollars. \textsuperscript{16}Official Report of Proceedings, pp. 60-62.
Wages and Hours of Work

With the employees covered under the Fair Labor Standards Act, the starting hourly wage for machine operators is $1.25. Under company policy each operator receives an automatic five cent an hour increase every eight months up until the end of a two year period. At this point a maximum wage scale of $1.40 per hour for all operators is reached. Until the last pay raise of April, 1964, Pilot Point operators were paid $2.00 per week less than the Denton operators. In April the five cents per hour differential was eliminated.17

The plants operate eight hours a day, five days per week with occasional work on Saturdays. Although the operators are paid on an hourly rather than a piece rate basis the company utilizes a point system to measure and judge the performance of an operator. This measurement of work is derived by conducting a time study on a basic operation. The time which it requires an average operator to complete a specific operation is given a value in terms of points. Thus the company and the operator know whether an operator is performing below average, average or above average.18

17Ibid., p. 120. The union contends that this pay increase was given, primarily, in response to the company's discovery of the union's organizing activities.

18Ibid.
Fringe Benefits

Fringe benefits which are provided through the company to its employees include five paid holidays, one week paid vacation, a hospitalization plan, and a retirement plan. The vacation benefits include one week, after one year, paid by the company; and the employee may take a second week without pay if he has not missed (for any reason) over fifteen days in the preceding twelve months. Or the employee may work the second week at regular pay. If the worker is eligible for this second week and selects to take it, the five days are counted against the fifteen days for the following year.\footnote{19}

The employees' hospitalization program is financed by each participant being assessed a monthly premium of one dollar with the employee becoming eligible for sick benefits thirty days after acceptance. Surgery benefits become effective after the sixth payment is made. The employer's contributions are stipulated as follows:

Russell-Newman shall deposit monthly an amount equal the total employees' monthly contributions to Russell-Newman Employees' Hospitalization Plan . . . The Plan may be dissolved at any or such time that the plan becomes impractical for Russell-Newman Manufacturing Co. or employees.\footnote{20}

\footnote{19} Union committee meeting, Denton, Texas, August 6, 1964.

\footnote{20} Quoting company leaflet, "Russell-Newman Employees' Hospitalization Plan." The leaflet did not indicate whether or not the plan is arranged with an insurance underwriter.
The insurance program provides for the following benefits after the employee has been in a legally constituted hospital for at least eighteen consecutive hours:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Room</td>
<td>$7 per day up to 31 days</td>
</tr>
<tr>
<td>Laboratory Fee</td>
<td>10 each hospital entry</td>
</tr>
<tr>
<td>X-Ray</td>
<td>15</td>
</tr>
<tr>
<td>Anesthetic:</td>
<td></td>
</tr>
<tr>
<td>Major surgery</td>
<td>10</td>
</tr>
<tr>
<td>Minor surgery</td>
<td>5</td>
</tr>
<tr>
<td>Operation Room:</td>
<td></td>
</tr>
<tr>
<td>Major surgery</td>
<td>15</td>
</tr>
<tr>
<td>Minor surgery</td>
<td>7.50</td>
</tr>
<tr>
<td>Surgery:</td>
<td></td>
</tr>
<tr>
<td>Major up to</td>
<td>150</td>
</tr>
<tr>
<td>Minor up to</td>
<td>35</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>25</td>
</tr>
</tbody>
</table>

The plan provides medical benefits of five dollars per day for a maximum of thirty-one days during any one period of hospital confinement.21

The company's retirement plan provides the twenty year employee with a rocking chair purchased by the firm. The worker, also, receives a purchasing certificate valued at one dollar per year for the employee's years of service. Though the purchasing certificate is issued by the company, the money is taken from a flower fund contributed to by the employees on a voluntary basis for the purchase of flowers for employees who are sick or who have died. Any accumulated funds are then used to provide the retiring employee with a gift certificate for merchandise at H. M. Russell & Sons Co., Denton, Texas.

21Ibid.
The above wages, hours of work and benefits are the company's present policies in regard to its work force. However, other than the hospitalization plan there are no printed rules or policies maintained by management.22

Company's Position in the Apparel Industry

The company's position in the women's apparel industry and specifically in the lingerie business is considered high in terms of sales and number of employees. The number of shops in the industry in 1958, according to the International Ladies' Garment Worker's Union, was 16,000. The average employment of production workers in the industry was approximately 581,000 in 1961.23 The latest available data on the size of garment firms are shown in Table I. As can be seen from this table, approximately one-half of all jobbers and manufacturers in the industry have an annual sales volume of under $500,000. Only 4.6 per cent of the firms had a sales volume in excess of $5,000,000.

The ILGWU's data shows approximately ninety-one per cent of all production units in the industry employing less than one hundred workers each.24 Thus according to the above

<table>
<thead>
<tr>
<th>Industry</th>
<th>Under $250</th>
<th>$250 to $500</th>
<th>$500 to $1,000</th>
<th>$1,000 to $2,500</th>
<th>$2,500 to $5,000</th>
<th>$5,000 to $10,000</th>
<th>Over $10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coat and suit</td>
<td>25.5%</td>
<td>17.7%</td>
<td>23.4%</td>
<td>22.5%</td>
<td>8.7%</td>
<td>1.9%</td>
<td>0.3%</td>
</tr>
<tr>
<td>Dress, unit-priced</td>
<td>24.0</td>
<td>19.9</td>
<td>22.7</td>
<td>23.2</td>
<td>7.4</td>
<td>1.9</td>
<td>0.9</td>
</tr>
<tr>
<td>Dress, dozen-priced</td>
<td>35.7</td>
<td>15.4</td>
<td>16.2</td>
<td>19.8</td>
<td>8.1</td>
<td>2.8</td>
<td>2.0</td>
</tr>
<tr>
<td>Blouse</td>
<td>22.0</td>
<td>22.1</td>
<td>22.1</td>
<td>24.3</td>
<td>6.1</td>
<td>1.9</td>
<td>1.5</td>
</tr>
<tr>
<td>Sportswear</td>
<td>30.1</td>
<td>18.5</td>
<td>24.0</td>
<td>18.6</td>
<td>5.9</td>
<td>1.7</td>
<td>1.2</td>
</tr>
<tr>
<td>Corset and brassiere</td>
<td>26.4</td>
<td>20.7</td>
<td>19.4</td>
<td>16.7</td>
<td>9.7</td>
<td>4.0</td>
<td>3.1</td>
</tr>
<tr>
<td>Lingerie</td>
<td>27.0</td>
<td>20.5</td>
<td>21.4</td>
<td>20.0</td>
<td>6.5</td>
<td>3.4</td>
<td>1.2</td>
</tr>
</tbody>
</table>


**In thousands.
data, Russell-Newman is in the top 4.6 per cent of the entire industry in terms of sales volume and in the top one per cent in terms of the number of employees. Presently the Russell-Newman work force is over four hundred.

The company ranks first among eighteen shops in Texas which are engaged in manufacturing women's, misses', children's and infants' underwear and nightwear. Table II indicates its position in Texas in terms of work force per production unit.

**TABLE II**

NUMBER OF EMPLOYEES PER SHOP IN THE MANUFACTURING OF LINGERIE IN THE STATE OF TEXAS*

<table>
<thead>
<tr>
<th>Number of Workers</th>
<th>Number of Shops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 8</td>
<td>4</td>
</tr>
<tr>
<td>8-24</td>
<td>2</td>
</tr>
<tr>
<td>25-49</td>
<td>3</td>
</tr>
<tr>
<td>50-99</td>
<td>5</td>
</tr>
<tr>
<td>100-249</td>
<td>2</td>
</tr>
<tr>
<td>250-499</td>
<td>2</td>
</tr>
</tbody>
</table>

Totals 1,900 (approximately) 18


Types of Garment Operations

The Russell-Newman firm is a fully integrated operation as distinct from two other types of establishments prevalent in the apparel industry. As a manufacturer the Russell-Newman firm designs its garments for the different seasons
of the year, buys materials, and employs its workers to cut and sew the material into sample garments which are exhibited by its salesmen in obtaining orders from the various buyers. Production is planned on the basis of the flow of orders into the main office. Thus, all the usual manufacturing and wholesaling functions are performed by the company.

The other two types of establishments in the industry include the contractor and the jobber. The contractor manufactures garments from materials owned by other garment businesses, such as the manufacturer or jobber. He is involved neither in designing nor in marketing the garment. Distinct from the manufacturer and contractor, the jobber performs the usual entrepreneurial functions of a manufacturer in the sense that he buys materials, designs and prepares samples. He then has the garments manufactured by outside shops run by the contractor. The jobber then sells the finished apparel. 25

The emergence of the manufacturer-contractor and jobber-contractor system has been a primary source of wage cutting, substandard or sweatshop conditions, worker insecurity and unemployment in an industry marked by general

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instability.\textsuperscript{26} This separation of functions makes it possible for individuals to engage or specialize in only one operation. Consequently, the relatively low capital requirement for entering the apparel business, particularly the contractor type of establishment, creates a competitive situation with ease of entry and exit. These conditions tend to result in a rapid turnover with the average life span of firms being around seven years.\textsuperscript{27} Commenting on the nature of high business mortality in the women's apparel industry, Roy Helfgott writes:

Liquidations usually mean that new firms arise from the old ones. To some extent, the turnover is a game of musical chairs: Old firms liquidate; the principals then join principals from other firms in new combinations. Even those who are forced out of business and return to the ranks of the employees are often only biding their time before having another fling. Thus, although firms come and go, the individuals stay around much longer.\textsuperscript{28}

Though the general characteristics of the industry show marked instability, particularly among contractors, such conditions are not equally applicable to the manufacturer type of establishment. For instance, the Russell-

\textsuperscript{26}Max Hall, ed., \textit{Made in New York}, (Massachusetts, 1959), pp. 31-32. In the closing decades of the nineteenth century when Jewish immigrants began to provide both a supply of skilled clothing workers and entrepreneurs, the established manufacturers found it convenient and necessary "to farm out their excess production to contractors who organized the immigrants." The other separation of operations began to develop during the 1920's with the rise of jobbers.

\textsuperscript{27}\textit{Ibid.}, p. 31.

\textsuperscript{28}\textit{Ibid.}
Newman Company has maintained a high degree of stability and continued growth for the last two decades. With the exception of a lay-off in January of 1951, the company has operated between forty-nine and fifty weeks each year.

\textsuperscript{29}See Chapter IV, p. 47.

\textsuperscript{30}Official Report of Proceedings Before the NLRB, pp. 157-158.
CHAPTER III

THE UNION

The International Ladies' Garment Worker's Union has remained the dominant union in the women's apparel industry since the consolidation of various women's apparel unions marked the founding of the International in 1900. The ILGWU has conducted several organizational campaigns among the Russell-Newman employees since the company was established in 1939. Though the successive defeats at the Russell-Newman plants are not an uncommon experience in the Southern states, the union has maintained, for the past decade, a membership of 425,000 to 445,000, approximately seventy-five per cent of the total number of workers in the women's apparel industry. Of this membership more than seventy-three per cent is concentrated among the Eastern and Northeastern states of the country.

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1 For a detailed study of the founding of the ILGWU and its formative struggle see Lewis Lorwin, The Women's Garment Workers: A History of the International Ladies' Garment Worker's Union (New York, 1924), and Benjamin Stolberg, Tailor's Progress, (New York, 1944).


As was noticed earlier, the women's apparel industry consists of a vast number of small production units with diversified branches. Within the industry a high degree of seasonality, rapid style changes, the manufacturer-contractor system, and an extremely competitive-market structure have played an important role in shaping the organizational structure and collective bargaining patterns of the ILGWU with garment manufacturers. Contending with these characteristics has made the garment industry volatile and unstable.⁴

The Union's Policies

Confronted with these severe obstacles to industrial stabilization and worker security, both management and the union have adopted policies intended to dull the sharp edges of the rather chaotic and competitive features of the industry. For instance, the union has strongly opposed certain features of the manufacturer-contractor and jobber-contractor relations and since the 1930's has sought to achieve restriction and regulation of the contracting system through their bargaining agreements. Usually the union contract will require the manufacturer or jobber to use contractors who operate organized shops or a less protective

⁴For a comprehensive study of these characteristics see Gertrud Greig, *Seasonal Fluctuations in Employment In The Women's Clothing Industry In New York* (New York, 1949), and Max Hall, ed., *Made In New York* (Massachusetts, 1959), pp. 21-134.
clause may simply stipulate that work is not to be contracted outside the shop to the disadvantage of the manufacturer's employees.

Another development which has compelled the union to continuously conduct organizing activities and to demand restrictive contract provisions is the "runaway shop." For the past several decades the operators of "runaway shops," predominantly contractors, have sought to avoid observance of union wages and regulations by relocating in areas where labor costs are lower as a result of weak union organization or no organization. Significantly, the low investment required for establishing the contractor type of operation and the major cost factors, labor and transport, have contributed to the heavy shift of production from some of the major centers of fashion, merchandizing, and manufacturing, particularly from the New York metropolitan region to the Southeast and Southwest regions of the United States.

In order to share equitably the insecurity arising from the highly seasonal character of the industry, the

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5 Lawrence B. Schneider, "Vested Rights in the Runaway Shop," Western Reserve Law Review, XII (March, 1962), 360. The problem of the "runaway shop" has been curtailed to some extent by decisions of the National Labor Relations Board and the Courts.

6 Max Hall, op. cit., pp. 30-33.
ILGWU has negotiated for such measures as sharing of work, a general prohibition of overtime work when possible, regulation of hiring and discharge, seniority rules, and dismissal compensation.

The general market structure of the industry has determined, to a large extent, the union's policy of conducting collective bargaining through joint boards covering an entire market or region. This manner of bargaining permits a higher degree of uniformity of the union's contract demands. In this respect the union has usually encouraged the formation of employers' associations so as to achieve uniformity and to strengthen joint employer-union programs in the industry.7

Commenting on the over-all industrial relations pattern in the clothing industry, Kurt Braun writes, "Employer-employee relations in this industry now present an example of unusually close and extensive union-management co-operation."8 Primarily the co-operative approach to collective bargaining which characterizes this industry is in general terms a result of the recognition by employers that the union can play a much needed stabilizing role9 in the highly

8Ibid., p. 246.
competitive market structure of the industry while the union has recognized that in order to benefit its members it must promote high standards of production and concern itself with the prosperity of the business. In this situation unilateral decisions are highly restricted, and the once strongly held "prerogatives of management" have become the concern of both parties.

Achievements of the Union

The ILGWU has achieved a rather distinctive position in the history of the American trade union movement. It was the first union to negotiate an industry-wide agreement, to provide an industry-wide vacation and retirement fund, and to establish a market-wide arbitration system (in the New York City coat-suit-skirt industry). Early in its history, the ILGWU was the first union to establish a vacation resort and a health center for its members.10

Also, the union maintains an industrial engineering department to help publish annual financial statements and to give assistance to employers with production problems. Since the founding of the International in 1900, financial reports have been submitted to its locals, the

10Justice, the official ILGWU journal, June 15, 1964. This issue is devoted to the Fiftieth Anniversary celebration of the New York City health center with President Lyndon B. Johnson present. Currently there are thirteen union health centers in the major cities of membership,
rank-and-file members, and the public. In 1935, it began publishing financial reports of its organization and all affiliates. According to James P. Mitchell, former Secretary of Labor, "it was perhaps the first to recognize the unity of purpose of employer and employee."11

The ILGWU, in 1954, inaugurated a program of "Health Centers on Wheels" in order to provide medical facilities to those of its members who live and work in semi-rural communities and therefore do not have access to the urban health centers.12 Other important projects of the union include the building of co-operative housing developments on the site of slum-ridden East Side New York City, the production of a highly successful musical comedy and an equally successful movie.13

Organizational Structure

Of The Union

Because of the vast number of employers with which the ILGWU maintains contracts, the organizational structure (Figure 1) of the union is rather complex. Usually where there are two or more local unions in the same division of the


12 Ibid. For further information on the mobile health units see Appendix C, pp. 161-163. Presently there are six to eight "healthmobiles" in operation.

industry, each local elects delegates who form a joint board. The joint board negotiates agreements with employers, enforces the contracts, organizes unorganized shops, conducts shop strikes, and handles disputes between union members and employers which the business agent and local union manager are unable to settle. Such a form of organization enables the several local unions to unify their strength in dealing jointly with the employers.¹⁴

In areas where union locals are less concentrated they are linked together through district councils under the supervision of a manager or organizer. In addition to these linking bodies the ILGWU maintains regional departments for each area of the country. These departments are supervised by a vice president, or a manager, with the significant regions including:

Eastern Region supervising the area immediately around New York City, including northern New Jersey and Connecticut.

Out-of-Town Cloak Department supervises only the coat and suit shops in the same area as Eastern Region, in close co-operation with the New York City, Cloak Joint Board.


Ohio and Kentucky Region.

The Convention: Supreme governing body, composed of delegates elected on a democratic basis by locals, joint boards, and district councils.

General Executive Board
Composed of the President, Secretary-Treasurer, First Vice-President and twenty other Vice-Presidents. Governing Body between Conventions.

President

First Vice-President

General Secretary-Treasurer

Joint Boards

Regional Departments

District Councils

Craft Locals in Concentrated Areas

Locals in Outlying Areas

Locals in Regional Divisions

Trade Locals

Fig. 1--Structure of the ILGWU

Upper South—Virginia, West Virginia, Maryland, Delaware (in part), western Pennsylvania.

Southeast Region—Georgia, Tennessee, Alabama, Louisiana, Mississippi, Carolinas and Florida.

Central States, Formerly Southwest Region—Minnesota, Missouri, Kansas, Nebraska, Oklahoma, Texas, Arkansas, and Western Illinois.

Pacific Coast Region.

Canada.\(^15\)

The supreme governing body of the ILGWU is the Convention, which meets every three years. The Convention is composed of delegates from the locals, joint boards, and districts who establish union policy, elect the General Executive Board of the union, amend the Constitution and act as the final court of appeals of the union. The General Executive Board,\(^16\) elected by the Convention, is the governing body of the union between Conventions. As general officers of the union the members of the GEB include President, General Secretary-Treasurer, First Vice President

\(^{15}\text{Ibid., p. 18.}\)

\(^{16}\text{For a study of the general functions of this union organizational body see, Joel Seidman and Arlyn J. Melcher, "The GEB in National Union Constitutions," Labor Law Journal XII (January, 1962), 71-78. Occupying a key position in most national unions, the GEB is, at least in theory, the supreme authority within the union between conventions. The members of the Board make policy, review actions of the president and in general serve as a check upon his authority.}\)
and twenty other vice presidents. An active leader in the union for over forty years, David Dubinsky has been President since 1932. 17

The Texas District of the ILGWU

Texas is included in the Central States Region under the Regional Director, Fredrick Siems. In January, 1964, a Texas District Manager's office was established in Dallas, headed by John Vickers, a 1961 graduate of the ILGWU Training Institute in New York City and former union organizer in the state of Arkansas. Vickers acts as the business agent for the Texas members and directs the general activities of the District Manager's office.

The union representative directing the organizational work of the District is George Lambert, a thirty year veteran of the trade union movement. His co-worker, Carman Browne, has been organizing for the ILGWU in Texas since the 1930's. Thus the District office currently consists of four full time staff members, including the financial secretary, Josephine Munoz.

Presently the union has approximately 825 to 850 Texas members while the industry employs between 20,000 and 25,000 members.

workers. Though the union has maintained its present position for the last six or seven years, its membership took a substantial decline in the late 40's in Dallas and in the late 50's in San Antonio.

The major decline which occurred in San Antonio during the late 50's and early 60's resulted in the loss of all organized shops with almost 1,000 ILGWU members. George Lambert, union representative during the San Antonio decline, attributed the loss of membership to the so-called "right to work" law passed by the Texas legislature in 1947 and strengthened by supplemental measures in the legislative session of 1951. The "right to work" law is actually an "anti-closed and union shop" statute which makes it unlawful to require union membership of an employee. The Texas law was passed the same year that Congress enacted the Labor-Management Relations Act (Taft-Hartley Law) outlawing closed shops and permitting the states to pass

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18 Texas Employment Commission, "Employment Trends and Outlook" Texas Labor Market, (September, 1964), p. 3. The Commission reports the total number of workers in apparel and other finished textile products at 44,000, with 588 plants operating in the state. An estimate of the percentage in women's apparel shows 50-51 per cent of the total. See Texas Directory of Manufacturers, 1964.

legislation prohibiting "the execution or application of agreements requiring membership in a labor organization as a condition of employment." Lambert explained that in his opinion the Texas Law "gave the employer the means of splitting up the shop" and the employer "could then argue that if he was going to have a divided shop he had rather have the union out."\textsuperscript{21}

Though the "right to work" law provided the basis for the loss of membership in San Antonio, Lambert explained that several factors accounting for the union's drastic loss of members were (1) the layoffs at the end of World War II expansion, (2) worker conflicts unrelated to the union, and (3) the employer's use of various methods to divide the union employees against the non-union workers in a particular shop. When World War II expansion and government contracts came to an end in 1945-46, layoffs were general in the apparel industry and in union shops workers with less seniority usually suffered unemployment. Many of the laid-off workers were of the opinion that their lack of seniority should be disregarded in favor of what they considered to be their superior speed and ability. Thus when these workers returned to the shop after a layoff, their anger with the union led them to drop their union membership.

\textsuperscript{20}See Appendix A, p. 149.

\textsuperscript{21}Interview with George Lambert, Denton, Texas, April 19, 1965.
An example of how worker disputes unrelated to the union often led to a loss of members was explained by Lambert as follows:

An official of the local union wanted the union to endorse a line of comestics which she sold in her spare time. Another worker, also an official of the local, disapproved. Disgruntled with this opposition the former woman left the union taking more than fifteen other union members with her.22

An example of an employer's strategy to split the shop and thus weaken the union is illustrated by the discharge of a worker for excessive absences. The union member who was discharged had a long record of drinking on the job and absences but was never disciplined by the employer. Suddenly the employer discharged the worker, and the worker went to the union to process a grievance. However, the union had no alternative but to drop the worker's complaint since the employer could show cause for his decision. This left the worker strongly angered with the union. Shortly after the discharge the company hired the worker back. The worker returned as an anti-union employee and persuaded several fellow workers to discontinue paying dues. The union was pushed in the position of having to seriously weigh any worker's grievances in terms of the politics of the shop. Lambert

22Ibid.
commented, "We could not rationally evaluate these grievances, which in many cases were ridiculous."²³

In a divided shop the employer would often shift the better work to the nonunion workers, thereby attempting through discrimination to split the shop further. The nonunion workers realized another advantage in that they could threaten the employer with going back to the union.²⁴

The other big loss of membership occurred at Nardis Sportswear in Dallas when the company cut its work force by more than 1,200 employees. The Nardis company was established in 1941, with approximately 250 workers who became union members the same year. During the war Nardis expanded to almost 1,500 employees, but during the late 40's various financial difficulties and loss of contracts forced the Nardis company to reduce its wartime scale of operations.²⁵

Currently the ILGWU represents women's apparel workers of three other Texas companies besides Nardis. Two located in Laredo include Amedee-Frocks, Inc., a contractor for

²³Ibid.
²⁴Ibid.
²⁵The owners of Nardis are now completing a new building in Dallas which will house their present operations and will permit a fifty per cent increase in employment. The ILGWU engineering department will help in designing the operating methods in the new $1,000,000 building.
Joseph Love, Inc., which manufactures dresses, and the Laredo Manufacturing Company, a subsidiary of Sam Landorff & Co., which produces children's wear. These firms employ approximately two hundred and ten workers each. Another shop is Kabro of Houston, Inc., which produces dresses in the medium price range. Two hundred employees at Kabro are represented by the ILGWU. Nardis Sportswear manufactures dresses in the medium price line up to one hundred dollars. The 250 Nardis employees are members of the ILGWU, Local 348. Although under Texas legislation a union cannot legally negotiate a union shop clause which requires a newly hired worker to become a member of the union within a prescribed time, the union maintains, among those eligible, a membership level of approximately ninety-eight per cent in all four organized shops.26

ILGWU Contracts

The gains won by the union for garment workers provide the basic appeals used by the union in its organizational drives. The attractiveness of these gains depends on the degree of discrepancy of wages and other benefits existing between the organized and the unorganized workers.

26 The union began contract negotiations in April, 1965, for the Kilgore Manufacturing Company employees. This company is a subsidiary of Nardis Sportswear of Dallas which will increase the union's Texas membership by approximately one hundred and fifty.
However, if this discrepancy is not significant, workers may find collective action useful as a solution to favoritism or injustices in the plant.

Although the ILGWU has demanded higher wages for its members, it has particularly concentrated its demands in the area of fringe benefits and policies aimed at cushioning the fluctuating levels of employment in the apparel industry.

The union's model contracts are with the larger multi-plant manufacturers such as Bobbie Brooks, Inc. The Brooks company and the International Garment Workers reached agreement early in 1965 on a three-year master agreement covering 3,500 employees in the company's twelve plants in Pennsylvania, Ohio, Missouri, and Arkansas. The contract which became effective in January 4, 1965, provided wage increases from twenty-two to twenty-five cents for hourly workers over the three years and thirteen cents an hour for pieceworkers. Minimum wages for pieceworkers, who include the great majority of the company's employees, will be $1.73 an hour.27

All of the union's contracts provide a number of fringe benefits which include five to eight paid holidays, a one-week paid vacation for employees with at least one year service, two weeks for employees with five years service, and three weeks for employees with ten years service.

a health and welfare benefit plan, severance benefits, and
a retirement plan. In January, 1965, forty-one separate
retirement funds were brought under one master retirement
fund. The merged fund is estimated at $220 million. Sixty
trustees, distributed equally among management and labor,
administer this fund. The plan provides fifty dollars per
month for men employees sixty-five years of age after twenty
years of employment in the women's apparel industry (ten
years continuous employment prior to retirement) and the
same benefits for women workers at the age of sixty-two. 28
These fringe benefits are financed entirely by the employer,
who contributes a sum equivalent to two to six per cent of
gross payroll into the Health and Welfare Fund and the Re-
tirement Fund. The employer contributes one-half of one per
cent of his gross payroll to the Supplementary Unemployment
Severance Benefits Fund, ILGWU. This fund provides the
employee payments in addition to state unemployment com-
pensation benefits during layoffs or loss of job.

The two unionized shops which were most frequently
compared by the union organizers to the Russell-Newman
firm were Nardis Sportswear in Dallas, Texas, and the
Artemis plant (Division of the H. W. Gossard Co.) in
Bristow, Oklahoma. Nardis is primarily a dress manufac-
turing operation and the Artemis shop manufactures

28 Ibid., p. 201.
lingerie similar to Russell-Newman. Both unionized shops have maintained collective agreements with the ILGWU since the early 1940's.

Although the union negotiated new contracts with Nardis and Artemis during February of 1965, the contracts used by the union organizers during the Russell-Newman employees' campaign were effective from January of 1962 until December of 1964. Both contracts provided a standard work day of seven hours and a standard work week of thirty-five hours with overtime rates of pay effective for work exceeding these hours. The Russell-Newman employees work a standard eight hour day and a forty hour week with overtime rates of pay effective after these hours. The wage provisions of the Nardis and Artemis contracts provided minimum hourly rates for all employees covered by the agreement, of $1.40 and $1.55 respectively as compared to the minimum hourly rate at Russell-Newman of $1.25. Unlike the Russell-Newman employees, who are paid on an hourly rate basis, the Nardis and Artemis workers are compensated on the basis of an hourly rate as well as a piece rate basis. Wages for time workers at both organized plants range from $2.70 per hour for markers and cutters to $1.65 for experienced spreaders. Most of the employees are machine operators who are pieceworkers. They cannot be paid less than the
minimum of $1.40 and $1.55 per hour. However, the piece rate workers' average hourly earnings for the second quarter of 1964 at Nardis and Artemis were approximately $1.65 and $1.96 respectively as compared to the maximum hourly rate of $1.40 at Russell-Newman. The discrepancy between Nardis and Artemis employees' minimum hourly rates for piece work was eliminated in the February-March negotiations. The union won a fifteen cent per hour increase at the Nardis plant, bringing the minimum hourly rate to $1.60.

The union contracts provide fringe benefits of seven paid holidays, one to three weeks paid vacations, a health and welfare program, severance benefits, and retirement benefits of fifty dollars per month after twenty years service. Russell-Newman fringe benefits include five paid holidays, one week paid vacation, a hospitalization

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29Agreements between Nardis Sportswear and the ILGWU, AFL-CIO and its affiliate, Local 348, Dallas, Texas, January 1962, Article IX, pp. 7-8; and Agreement between Artemis-Gossard and ILGWU, Artemis Division, Bristow, Oklahoma, September, 1963. For more detailed information about Russell-Newman's wage policy see Chapter II, pp. 14-15.


31Interview with John Vickers, Dallas, Texas, May 7, 1965.


33Nardis and Artemis Agreements, Articles XVII-XXIX.
plan contributed to by employee and employer, and retirement benefits of a rocking chair and a twenty dollar purchasing certificate.34

Similar to virtually all union contracts in the United States, the union's contracts provide a formal grievance procedure for the settlement of "any dispute arising between the Employer and the Union or between the Employer and any employee regarding the interpretation, meaning or application of any provision of this Agreement . . . ." The manner in which adjustments are reached begins with the shop committee and company representative. If the parties are unable to reach a settlement, the dispute may be taken to arbitration with the arbitrator's decision final and binding upon the parties.35 The Russell-Newman Company does not maintain a formal grievance procedure. If an employee has a grievance, she must take it to some member of management and depend on his willingness to provide remedial action.

34See Chapter II, pp. 16-17.
35Nardis and Artemis Agreements, Article XIX.
CHAPTER IV

THE BACKGROUND

In the twenty-five years the Russell-Newman Company has been in operation, there have been three major union campaigns conducted among its employees by the ILGWU prior to the present one. Though there is no formal information as to the nature of the first organizing attempt in 1947, the result was a failure to organize the employees. One reference to the campaign is contained in a complaint issued by the union's attorney during the organizational drive of 1950. The reference indicates there was considerable delay in a representation election due to the change from the Wagner Act procedures to the Taft-Hartley procedures that was occurring at that time. The reference also alleges the employer gave all the workers a ten cent per hour wage increase prior to the election as an anti-union tactic.

1 In a speech to the workers on May 28, 1964, Frank Martino, vice-president of the Russell-Newman Company, refers to "the previous five times that the union has attempted to organize you." However, the writer could not find an employee who remembers more than three campaigns distinctly. Since the NLRB had no records of any other attempts the other campaigns may have never reached the petitioning stage for a representation election.

2 National Labor Relations Board, Union's Request to Review Regional Director's Refusal to Issue Complaint, Case No. 16-CA-351, 1951. Several older employees remembered the ten cent wage increase.
The 1950 Campaign

The second attempt to organize the Russell-Newman employees occurred in 1950. This organizational campaign was conducted over a period of several months with the ILGWU filing a representation petition on October 23, 1950. After the parties entered into a consent election agreement the election was held on November 2, 1950, with the union losing seventy-seven to ninety-one.3

On November 6, 1950, the union filed, with the NLRB, objections to the employer's pre-election activities which the union interpreted as affecting the results of the election.4 The objections alleged that certain activities on the part of the employer had the effect of intimidating a substantial number of its workers which resulted in the union losing the election. In view of the employer's alleged conduct the union asked that the results of the election be set aside and a new election be ordered. In the Regional Director's Report on Objections the substance of the complaint was outlined as follows:

Said employer, on the day immediately preceding the election, delivered a speech to a captive audience of his employees, at which time he

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3 Certificate of Results of Election, issued and signed by Dr. Edwin Elliot, Regional Director of Sixteenth Region NLRA, September 11, 1950.

4 The results of a NLRA election can be set aside and a new election ordered if either party's objections to pre-election conduct are meritorious, i.e., commission of unfair labor practices.
made threats of reprisals if they voted for the union and promises of benefit to his employees if they voted against the petitioner.

Immediately after the results of the election were announced employer did in fact make good one of his promises of benefit; he granted an immediate wage increase to all employees in the bargaining unit.\(^5\)

After the Regional Office of the NLRB conducted an investigation of the above objections the Regional Director stated his findings as follows:

The employer did make a speech to his employees on November 1, 1950, which was the day immediately preceding the representation election held on November 2, 1950, at the employer's place of business in Denton, Texas. . .

The employer did not assume a position of neutrality in the substance of his remarks but the Act does not require of him neutrality. We find no implication in the remarks of the employer to the assembled employees, as related to us by them, that he would not bargain with the union if it were chosen as the bargaining agent. . . . There were, in our opinion, no threats of reprisals or promises of benefit made to the employees conditioned upon the manner in which they were to vote in the election on the following day. . .

The employer did grant a wage increase of five cents per hour to all of his employees who had been in his employment for a period of one year, as well as those who had been with him for a period of two years or more. This wage increase was put into effect on the day of the election after the balloting was closed and the results of the election were known. There was no information obtained to show that the employer had made any promise of a wage increase to his employees from the time the petitioner sought recognition as the bargaining agent by filing a

\(^5\)Report on Objections, issued by Dr. Edwin Elliot, Regional Director of the Sixteenth Region NLRB, February, 1951, pp. 2-3.

\(^6\)Ibid., p. 4.
petition with the Board on October 23, 1950, to
the conclusion of the election on November 2, 1950. 6

On the basis of the above findings the Regional Director
overruled the union's objections to the employer's pre-
election conduct.

The union's campaign strategy was the work of Wynn
Newman, an ILGWU representative, and a small "inside"
organizing committee composed of Russell-Newman employees.
The primary union appeals to the workers were the superior
wages and benefits of organized workers. These appeals
were related to the workers through letters and handbills
distributed at the Russell-Newman plant by Newman and several
committee members.

Though the union lost the NLRB election, their hopes
of having the results of the election set aside and another
election ordered compelled the union to continue their
organizational activities. Shortly after the representa-
tion election of November 2, a local union was established.
Goldie Davidson, who had been one of the first Russell-Newman
employees to volunteer as a member of the "inside" organizing
committee, was elected secretary of the new local, pending
the receipt of a charter.

6Ibid., p. 4.
The first significant post-election event was Rowe Newman's decision to lay off twenty-nine employees—all hired during the previous six months.\(^7\) The layoff was announced to the employees on January 2, 1951, when they had resumed work following a one week plant shut-down during December.\(^8\) The decision was based on inventory and orders from buyers. The layoff, conducted on the basis of seniority, included Goldie Davidson. An employee recalled that during the few weeks preceding the election the company hired fifteen or twenty workers. This, in her opinion was a tactic of the employer to increase the votes against the union.\(^9\)

Shortly after the layoff the union filed a complaint on unfair labor practices with the NLRB in which it charged the employer with violations of the Labor-Management Relations Act, Section 8(a), subsections (1) and (3).\(^10\) The basis of the charge was stated by the union as follows:

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\(^7\) *Denton Record-Chronicle*, Wednesday, January 3, 1951, p. 2.

\(^8\) Closing down the plant during the last week of December has been a traditional policy with the company. Part of the time is used to take inventory. Since 1947, the employees have been compensated only for the regular holidays of Christmas and New Year's day during this week. Also the employees agree not to apply for unemployment compensation.

\(^9\) Interview with Mrs. Gertrude Wardlaw, Denton, Texas, April 14, 1965.

\(^10\) For these provisions of the Act, see Appendix A, p. 148.
On January 1, 1951, employer, by its officers, agents, and employees terminated the employment of Goldie Davidson, trimmer, because of her membership and activities in behalf of the ILGWU, a labor organization, and at all times since such date employer refuses and does now refuse to employ the above named employee. By the act set forth above and by other acts and conduct, employer interfered with, restrained and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act. 11

Several weeks later the union amended the above charge to include the names of twelve other employees, all production workers, who were among the twenty-nine workers laid off. The twelve additional employees had supported the union.

Again the union emphasized, in its complaint, the content of the employer's speech to his employees the day immediately preceding the election and the five cent an hour raise which the employer had given his employees a few hours following the election. Also, the union charged that the layoff was calculated to discourage any further activity by its employees in behalf of the union. The union maintained that the layoff according to seniority was unprecedented in the company's history and had the effect of placing the blame on the union. 12

After an investigation was conducted by the Regional Office of the NLRB, the Director, Edwin Elliot, refused to


12Request for Review, Case No. 16-CA-351, p. 4.
issue a complaint on the grounds that the investigation
did not adequately confirm the charges alleged by the
union. The union's request that the Washington Board
review and overrule the Regional Director's decision con-
tained the following:

The Regional Office erred herein in two respects
in the handling of this case: One, as pointed
out in some detail above, the investigation was
not full and did not include even so much as con-
tact with many material witnesses: two, an even
more serious error into which the Regional Office
has fallen is the viewing of this case in isolation
and apart from the background and surrounding cir-
cumstances.\textsuperscript{13}

After reviewing the union's request, the Board ruled to let
the Regional Director's refusal to issue the complaint stand.

\textbf{The 1960 Campaign}

Almost a decade passed before the ILGWU again launched
an organizational campaign for the Russell-Newman employees.
This campaign began in July, 1959, but after several months
the organizational drive was discontinued when only a small
number of the workers signed authorization cards requesting
union representation. The campaign was revived in April of
the following year. The revival enlisted only four of the
initial nine members of the election campaign committee:

\textsuperscript{13}\textit{Ibid.}, p. 5.
Velma Brooks, chairlady of the committee; Gertrude Wardlaw; Sadie Johnson; and Ruby Young. 14

The union's strategy was directed by Frank Pierce and Walter Sanders, ILGWU representatives of the Dallas office. However, the organizers did not give substantial assistance to the employees. Instead, the campaign was left primarily in the hands of the committee members who contacted workers encouraging them to sign union cards and vote for the union on election day. One union representative explained that the union followed this procedure because "the union assumed that after two defeats the women would have to show enough interest to organize themselves." 15 A major reason for leaving the organizational work to the employees themselves was the union organizer's feeling that the Russell-Newman workers were using the union as a threat to the employer for wage increases. 16 At the end of each campaign the employer had granted wage increases. Also following the 1947 campaign, the employer began compensating the workers for the Christmas and New Year's holidays. 17


15 Interview with George Lambert, Denton, Texas, April 14, 1964.

16 Ibid.

17 Interview with Gertrude Wardlaw, Denton, Texas, April 14, 1965.
The campaign was conducted very secretly and cautiously. Meetings of the committee were held at the workers' homes, and on several occasions the committee met with the union organizer, Frank Pierce, at a local carpenter's union hall. One committee member believed that the employer was not aware of the union's presence until he received notice that the union had petitioned for an election. At the time of the union's petition more than forty percent of the workers had signed union cards. By the time of the NLRB election approximately sixty-five per cent of the workers had requested union representation by signing a union card.

The union's method of communication with the workers was entirely by mail. The rather limited communications simply pointed out the fact that the union had secured for its members wages, health and welfare benefits, and retirement plans, superior to those Russell-Newman employees were receiving under nonunion conditions. The union also emphasized the need for a formal grievance procedure to protect the employees' job rights against arbitrariness or unilateral decisions by the employer. But the union's lack of personal contact with the committee was deeply felt. One of the committee members related her disapproval of the

18 Ibid.
union's procedure in the following manner:

We would call and call to get Frank Pierce union representative to help us with questions and problems, but he could not be reached. There was not enough contact between us and the union organizers. We spent a lot of time and hard work at lunch time and breaks and lost sleep to get the union. Had they helped us more we might have won the election.\(^{20}\)

The company's strategy to defeat the organizational drive included two major tactics: personal house-to-house visits to the employees by Frank Martino and Don Robinson and a captive audience speech to the employees by Howe Newman. The reason for the visits as Martino testified was "to tell our side of the story."\(^{21}\) The task of visiting approximately two hundred employees was divided between the two company officials over a period of about three weeks preceding the date of the NLRB election.

In their house-to-house visits, management argued that the employees had no need for representation by a labor union, since they could bring their problems individually to management. The company explained that it could conduct its operation better without the presence of a union and asserted the advantages of working in the Russell-Newman plant over other shops in the Denton area. Thus the company officials compared the Russell-Newman wage scale with the existing pay scale in Denton County, existing pay scale in

\(^{20}\) Wardlaw interview.

garment plants in the Denton vicinity, and the regional pay scales for garment workers published by the Southern Garment Manufacturers Association. The visitors also maintained that the company had the cleanest working facilities in general.\textsuperscript{22}

The committee members were visited by Don Robinson while Martino visited fifteen to twenty newly hired employees. The tactic of hiring a substantial number of workers in the few months or weeks preceding the election was used by the employer in the two previous campaigns.\textsuperscript{23} Though there was no worker willing to testify that the visitors made threats of reprisal if she voted for the union or promises of reward if she voted against the union, one committee member reported that several workers whom she later talked with stated the employer made promises contingent on the union's defeat.\textsuperscript{24}

The captive audience speech delivered by the company president, Rowe Newman, was a key tactic as it had been in past campaigns. As several workers recalled, the speech was very short. One worker reported the substance of the speech as follows:

\begin{footnotesize}
\footnote{\textsuperscript{22}Ibid., pp. 46-48.}
\footnote{\textsuperscript{23}Wardlaw interview.}
\footnote{\textsuperscript{24}Ibid.}
\end{footnotesize}
The boss said, 'I have always considered your welfare as a part of my job. I just can't understand why you want an election.' He spoke very soft and sad and then ended with 'I want all of you to vote and vote no.'

The representation election was conducted by the NLRB on Friday, August 5, 1960, sixty days after the union had filed its petition. The results were sixty-eight votes cast for the union and one hundred and fifty-seven against. Thus the employees' votes were cast heavily against the union as compared to a margin of fourteen votes in the 1950 election. Also, the results would indicate that the company was considerably effective in relaying its "side of the story" in view of the fact that between 135 to 150 workers (65-70 percent) had signed union authorization cards at the time the union's petition for the election was filed. Many of the workers interviewed felt the house-to-house visiting was the major reason for the union's defeat.

On the Monday following the NLRB election, Frank Martino terminated the employment of Gertrude Wardlaw, a machine operator and an active member of the union campaign committee. Almost six months later, on February 6, 1951, the union filed with the Regional Office of the NLRB a complaint

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25Ibid. Interviews with several 1964 campaign committee members confirmed this part of the speech.

26Ballot of Election Results, NLRB, August 25, 1960.

of unfair labor practices in behalf of Wardlaw. The basis of the charge was stated as follows:

On or about August 8, 1960, it by its officers, agents and employees terminated the employment of Gertrude Wardlaw because of her membership in and activities in behalf of International Ladies' Garment Worker's Union, AFL-CIO, a labor organization, and at all times since such date it has refused and does now refuse to employ the above-named employee. 28

This alleged unfair labor practice was brought under Section 8 (a) subsection (3) of the Labor-Management Relations Act, which makes it unlawful for an employer to discharge an employee because of membership or activity in any labor organization. 29 It is the duty of the Board to weigh the evidence of discrimination against an employee because of pro-union activity and the employer's asserted reason for discharging an employee.

Although the union had unquestionably lost the election the union officials believed it was important to attempt to have the worker reinstated. They did not want the incident to leave the impression that Martino's action would go unchallenged. If the workers identified Wardlaw's discharge with her union activities then this would indicate, at least on the surface, a lack of protection for the employees.

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28 Charge Against Employer, charging party ILGWU, NLRB Regional Office, Fort Worth, Texas, February 6, 1961.

29 See Appendix A, p. 148.
in the exercise of their rights guaranteed in Section 7 of the Act. The significant reason for challenging the employer, other than providing redress to the injured party, was to cushion the possible effects of Martino’s action on future organizational drives among the same employees.

Martino’s justification for discharging Wardlaw was the use of profanity or vulgar language. The incident which led to the discharge, occurred about mid-morning in the company’s lunchroom a few hours before the NLRB election. In the lunchroom Wardlaw met Joyce Smith, an employee who had signed a union card. Wardlaw asked Smith if she still intended to vote for the union. Smith replied, "No." The testimony as to the words that followed was in conflict. Smith testified that after telling Wardlaw of her intention to vote against the union the latter exclaimed, "You little sh*t ass you, you had better or you will be sorry." However, Wardlaw testified that she had said "Oh, sh*t, you are letting us down." There were no witnesses who overheard the words exchanged. Martino testified that the supposedly threatening nature of Wardlaw’s remark was not a factor in

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30Ibid.

his decision to discharge her, but only the use of profane language.\textsuperscript{32}

During the NLRB hearings on April 11-12, 1961, and in his **Exceptions and Brief** to the NLRB in defense of Wardlaw the Board's Regional Counsel argued the case for Wardlaw on several key factors. First, the Trial Examiner's decision to credit Smith's version of what Wardlaw said was found to be highly questionable by the Regional Counsel. It was pointed out that Smith's testimony was in conflict with statements given earlier in the investigatory phase of the complaint. Furthermore, Smith herself used language not above reproach, as was revealed by testimony.\textsuperscript{33}

Secondly, the Regional Counsel argued that Martino decided to discharge Wardlaw on Saturday, the day he learned of the incident, and that the investigation which he testified to have made on Monday was a "cover-up." The incident was not reported to Martino by individuals in a supervisory capacity nor did Smith report what had happened or ask Martino to discharge Wardlaw. Instead, he found out through hearsay.\textsuperscript{34}

\begin{flushright}
\textsuperscript{32} *Official Report of Proceedings*, p. 43.
\textsuperscript{34} *NLRB, Exceptions and Brief of Counsel for the General Counsel*, T. Lowery Whittaker, submitted to NLRB, July 28, 1961.
\end{flushright}
The final point was based on the fact that Martino’s rule prohibiting vulgar and profane language in the plant had been announced to the supervisors occasionally, but he only told them that “cursing in his presence” would result in a discharge. Thus, in view of the fact that profanity was not uncommon in the plant and Wardlaw had been a satisfactory employee with the company for thirteen years, the Regional Counsel stated:

The Trial Examiner should have found that Martino’s rule for discharge in connection with Wardlaw as inapplicable and the punishment meted out for the infraction of the prohibition against vulgarities, to be inordinately hard and cruel and wholly out of keeping with the normal conduct of the plant and revealed in and of itself a vicious vindictiveness to retaliate against Wardlaw and her union activity for daring to interfere with an anti-union vote [Joyce Smith] and whose employment and presence at the election was by Martino’s personal doing. 35

To further substantiate his final point that Martino’s rule was discriminatorily applied, the Regional Counsel questioned the credibility of Martino’s “sensitivity to Wardlaw’s language” in view of “... his [Martino’s] delicate and long suffering tolerance for a nymphomaniacal employee.” 36

35Ibid. Testimony showed that Smith had planned to quit before the election with only a one week’s notice. However, when she told Martino that she would vote against the union at the time of his house visit Martino, according to Smith, replied “... I had rather you go ahead and work two more weeks, another week.”

36Ibid., p. 5. Several workers complained about the nymphomaniac conduct of a fellow worker which resulted in several sessions between Martino and the woman. She admitted amorous affairs with twenty-six men in one evening. However, she was not discharged but was permitted to resign.
The Trial Examiner found that there was no precedent to the action taken and that testimony revealed no disciplinary action taken in another case of one woman calling another a "damn b*tch" which had been brought to Martino's attention. Nevertheless, he found no evidence "that Martino generally tolerated the use of profanity or vulgar language around the plant." Thus the Trial Examiner ruled that there was credible evidence that Martino's rule prohibiting profanity was a fact, and furthermore, the severity of the penalty in the case of Wardlaw was not the Board's concern.

The Trial Examiner failed to agree with the Regional Counsel's argument that the real basis for discrimination was Martino's anti-union animus which characterized the employer's pre-election conduct. He found no evidence of threats or promises during the visits by management that would show hostility toward the union.

His conclusions and recommendations that Martino's decision to discharge Wardlaw did have a tangible basis and was not a pretext for discrimination was adopted by two of a three-member panel of the NLRB in Washington. Frank W.

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38 Ibid.
McCulloch, chairman and Boyd Leedom, member, pointed out that the case "is not wholly free from doubt, but in view of the various considerations outlined above, we conclude that the evidence is insufficient to support a finding that the asserted reason for Wardlaw's discharge was a pretext and that she was in fact discharged for her union activity." 39

The dissenting opinion was written by Board member Gerald A. Brown, in which he argued that the circumstances surrounding Wardlaw's discharge manifested discriminatory motivation. As opposed to the Trial Examiner, Brown pointed to the unprecedented severity of the action taken by Martino as a relevant factor in his dissent. Equally significant, according to Brown, was the fact that a similar incident had occurred in which case the person "who had been called the vulgar name was moved to another part of the plant to protect her from the offending employee while no action was taken against the offending worker." 40 In accordance with the majority the complaint was dismissed on January 3, 1962.

An interview with Wardlaw revealed that she was unemployed for one year before she found work at another Denton sewing factory. When she applied for unemployment compensation

39 NLRB, Decision and Order, Case No. 16-CA-1456, January 3, 1962.
40 Ibid.
the company challenged her application. As a result she was penalized for several weeks of compensation payments. She explained her reasons for actively campaigning for the union as follows:

When I first went to work for Mr. Newman, the factory was a good place to work. Mr. Newman was very kind and considerate. We also had a very likable supervisor, Bill Russell. But after Martino began to manage the place things got worse. We used to comment that he would make a good "slave-driver." But he was nice to his pets—those who opposed the union openly and with zeal. I worked for the union because I felt the workers together could not only get better wages and benefits but fairer treatment.

The above background material provides an important basis for a description and an analysis of the 1964-65 union organizational campaign. The previous campaigns were unsuccessful for several key reasons. First, the union's strategy was weak and ill directed. The workers who had requested union representation were either easily persuaded to vote against the union or easily frightened before each NLRB election. Also, the paternalistic atmosphere developed in previous years by the close relationship of Howe Newman to many of the older employees was a significant factor contributing to the union's defeats.

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41 Interview with Gertrude Wardlaw, Denton, Texas, April 14, 1965.
CHAPTER V

THE 1964-65 CAMPAIGN

The current organizational campaign was launched the last week of April, 1964. After receiving a letter from a Russell-Newman employee, the union assigned Carman Browne to survey the prospects of conducting a successful organizing campaign among the Russell-Newman employees. Her main objective in this initial visit on April 13 was to find out if there was significant dissatisfaction among the workers concerning wages and working conditions to provide a basis for interest in forming a union. Browne was interested also in finding workers willing to take an active role in the campaign and to assume leadership within the plant.

Exploratory Phase

Browne's first visit was with the worker who had requested a preliminary survey by the union. After meeting with this worker, Browne reported a favorable situation existed for further exploration and recommended a group meeting for April 23. The meeting was held in a downtown motel, which was to provide the headquarters for committee meetings throughout the election campaign. The time of
the meeting was relayed to interested workers by this first contact.

All three of the Dallas ILGWU representatives were present for the first meeting. Of the eighteen Russell-Newman employees attending the first meeting all were willing to serve on an "inside" election campaign committee. However, the organizers recommended that the committee be limited to about ten or twelve workers. After a committee of ten was established, John Vickers suggested the employees permit the union to send their names and a statement of the purposes of the committee to the employer. He explained the purposes of this procedure as follows:

If we work in a secret manner, the employer may discover our activities prematurely and react by discharging one or more of you. The burden of proving the employer's knowledge of your union activity is placed on the union. However, if we send a telegram to Frank Martino informing him of your names and the purposes of the committee, we can more adequately protect you if you are discharged. We will also send a copy of the telegram to the NLRB in Fort Worth.¹

Under federal law the discharge of an employee because of union affiliation or activity on behalf of a labor organization is unlawful.² Nevertheless, some of the women were

¹Interview with John Vickers, ILGWU District Manager, Denton, Texas, April 5, 1965. Also several interviews with committee members provided the details of the initial steps of the campaign.

²See Appendix A, p. 148.
reluctant about letting the employer know of their intentions so quickly, but they agreed with Vicker's suggestion. The workers left the first meeting with instructions to pass out union authorization cards to their fellow workers. Thus, with an "inside" organizing committee established at the first group meeting, the union's next step was to secure a sufficient number of signed authorization cards to petition for a NLRB election by "secret ballot."³

During the major part of the first meeting the organizers listened to the complaints and experiences of the individual workers. The organizers attempted to learn if these grievances were collective or, at least, representative of a majority of the Russell-Newman workers and also to gauge the sincerity of the workers' desire to campaign for the union. They emphasized the value of unionism in preventing or meeting the specific problems that appeared to be common in the Russell-Newman factory.

George Lambert, the union organizer mainly responsible for the union's strategy, stressed the important role which the committee would have to assume. Its responsibilities were to include getting names and addresses of fellow-

³The NLRB recognizes a question of representation when the union supplies evidence that at least thirty per cent of the employees want representation by the petitioning union organization. Section 101.18 of NLRB Rules and Regulations, Series 8, as amended September 14, 1959. The Board conducts representation elections through twenty-eight regional offices throughout the United States.
workers and providing a direct contact with workers who might be hesitant in going to the union organizers or to open meetings. Furthermore, the committee would have to show courage and sincere commitment to their desire for unionization against any possible pressures from the employer.

Most important throughout the campaign was Lambert's immediate and continuous emphasis on the committee's advisory role in helping him work out the tactics which would be most effective in winning the interest and sympathy of a large majority of the Russell-Newman employees. In short, the issues which would be stressed in the campaign literature would be based on the committee members' impressions of the other workers' attitudes and dissatisfaction. Thus, the effectiveness of the union-employee communications would depend to a large extent on the committee members' judgments (with all campaign literature having their final approval). \(^4\)

The union organizers' practice of sympathetically and patiently listening to the grievances of committee members

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\(^4\) The writer began attending all committee and group meetings during the third week of the campaign (May 14, 1964). Thus most of the information contained in this chapter was gathered from attendance at meetings, interviews, and informal discussions with the workers and union organizers from May, 1964, to May, 1965.
and other workers whom they visited during house calls probably was a major factor influencing many workers in their decision to support the union.

Though the committee members' names were to be sent to the employer very shortly after the first meeting, the telegram was postponed until May 4, since more than forty cards were signed by employees the day following the meeting. By the end of the following week more than ninety cards were signed and returned to the union. While the committee was encouraging workers to sign cards, Browne compiled a comprehensive mailing list of the Russell-Newman workers from the committee's information, from telephone and city directories, and from workers who were visited by the union organizers and committee members. Though many of the workers were willing to sign a card, they preferred that their identity be protected. Thus the organizers and committee promised that no one would be permitted to see the cards, with the exception of the NLRB officials in the event of a petition for an election. To further assure the workers that their identity would be kept secret, the committee was supplied with envelopes addressed directly to the ILGWU office in Dallas. Each employee who signed a card received a letter thanking her for her interest and providing her with another card and envelope for any worker she felt would sign.\textsuperscript{5} Also included in this first mailing

\textsuperscript{5}See Appendix C, pp. 159-160.
was a folder with information about the Central States Health and Welfare Fund benefits which the ILGWU had won for its members. 6

Shortly after the first meeting, several of the committee members withdrew because of their husbands' disapproval. However, by the middle of May the election campaign committee was expanded to twelve. The committee was composed of workers representing from one to twenty-two years employment of all three floors in the Denton sewing plant. One member was from the cutting and shipping department located in the main office building. From beginning to end of the organizational drive, the first floor workers were strongly pro-union. Six members of the committee worked on this floor. The least support came from the thirty-five workers in the cutting and shipping department. In fact, the one committee member from this building was ostracized by her fellow workers during most of the campaign. 7

Union Strategy and Appeals

During the initial period of the organizing drive the union presented several key appeals to the workers using various methods. Initially, union contracts were made

6Ibid., pp. 160-164.

7Committee meeting, Denton, Texas, January 21, 1965.
available to the committee for the purposes of informing the Russell-Newman employees concerning the superior wages and benefits gained for union members. However, on May 28 the union began to use more direct methods of relaying appeals. On this day Lambert brought three Nardis retirees to Denton to visit with the committee and other interested employees at an open meeting after working hours. This strategy was designed to exploit frequent complaints by the older employees concerning the company's retirement benefits—a rocking chair and a twenty dollar purchasing certificate for merchandise at Russell & Son Department Store.

Although the retirees' scheduled visit had been advertised through the committee several days ahead, there were only eight or ten ladies present beside the committee. However, those present were all older workers who appeared to be anxious to hear at first hand the type of retirement program negotiated by the union at Nardis. The meeting was largely an open discussion with the Russell-Newman employees asking the retirees various questions about the benefits of their retirement plan and the difficulties they encountered with management in securing the program. The latter part of the question period concerned the strike issue which was to reappear quite frequently during the course of the campaign. This arose from a deep-seated fear of the possibility of a strike if the company refused
to concede to the workers' demands. Thus in an attempt to calm this fear, the retirees emphasized that they had won the retirement plan without a strike and, in fact, after prolonged negotiations the employer voluntarily paid a considerable sum into the retirement fund to cover those employees who would become eligible a few years from the date of the first contract. 8

In order to contact most of the older employees who had not attended the meeting, the three retirees and the committee members visited a number of homes the same evening. Because employees seemed reluctant to attend union meetings, letters constituted the main method of direct communication with rank and file workers during most of the campaign. Thus, a leaflet with pictures of and comments by the three Nardis retirees was mailed to all the Russell-Newman employees on June 4. 9

Low attendance constituted a significant problem throughout the organizational drive, even though the committee reported the workers extremely anxious to hear the details of union meetings. The highest attendance at an open meeting reached about twenty-five workers other than the committee

8Open union meeting, Texas Educational Building, Denton, Texas, May 28, 1964.

9See Appendix C, pp. 163-165.
members. Even those who attended, except committee members and a few others, were suspicious of strange faces and extremely quiet. The company did not engage in any of the obvious surveillance of union meetings that often characterizes organizing campaigns. Nevertheless, fear that their presence would be reported seemed to be a major factor explaining the low attendance. Significantly, the lack of response to the first open meetings prevented the organizers from calling mass meetings. For instance, the committee members recommended the union sponsor a picnic for the workers; but Lambert convinced them that if the workers failed to respond to such a mass gathering, the union would appear to have little support. Thus mass meetings were avoided during the campaign.

Company Counter-Strategy

Until the meeting of May 28, Martino had not taken overt moves to counter the organizing drive. However, on the following day, Martino gave captive-audience speeches

10 While working with the Russell-Newman employees, the union organizers were also campaigning with the employees of the Kilgore Mfg. Co., at Kilgore, Texas. Lambert reported that a company official stood on the opposite side of the street from the union meeting place taking down the workers' names as they entered the building.

11 Committee meeting, Denton, Texas, June 19, 1964.

12 "Captive audience" refers to the employer's technique of presenting his views to his employees on company time and on company property. The employees stop working while the employer delivers his speech. The union usually argues that this technique prevents a full discussion and a full understanding of the issues and effectively deprives employees of
in the Denton plant on each floor and immediately traveled to Pilot Point, where he gave speeches in each department. The content of his speeches was reported by the committee members, and later a tape recording of the speeches was submitted as evidence in an NLRB hearing. His speech contained a number of key appeals to the workers designed to induce them to reject union representation. First, he apologized for reading a formal speech and for having a "little black machine" to record his speech. The recorder, he said, is "to prevent either myself or the company from being sued." He read the names of the union committee members in acknowledging his receipt of the union telegram.

He then explained:

Needless to say, we met this on the eve of our Twenty-fifth Anniversary with some great surprise. We still have the same objections as we have had on the previous five times that the union has attempted to organize you for your dues. For some of you new ladies who have not been here to defeat elections of the past, we would like to reiterate to you our beliefs.

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13 Martino recorded most of his "captive audience" speeches presented during the campaign. This tactic was utilized for protection against charges of unfair labor practices. The employer is permitted to use the "captive audience" technique under the "free speech" provisions of federal labor legislation, but the substance and content of these speeches are scrutinized by the NLRB for possible interference with, restraint, or coercion in the employees' exercise of their Section 7 rights.

14 NLRB Hearing before Trial Examiner, Boyd Leedom, Denton County Court Building, Denton, Texas, February 8, 1965.
The employer's beliefs were outlined as follows:

With a union you surrender your rights to discuss your problems with us. In fact, you hire a disinterested party from out of town to tell us about your problems . . .

Outside influence cannot obtain more than the company in the past has willingly done.

A union would create a division of employees here. The same leaders, the same feelings, the same instances that exist in a campaign exists once a union is voted in. Texas has a Right-to-Work law and no one can be forced to join the union as a provision of working. No one can lose their [sic] job because they have not joined the union or have not signed a pledge card. . . .

A union will reduce your actual true earnings through their [sic] monthly dues and other charges. I even notice that they offer you the opportunity for you to pay for a physical examination by them instead of your own doctor via a mobile truck that by their admission does not even exist in the Southwest.

We have never felt that Russell-Newman or Denton, Texas, was the size or place for outsiders to take away your rights. This is both a personable town and company. . . .

I wonder just what it is in it for those who are a part of the organizational committee.15

The employer continued by pointing out what the company had done for its employees in the past and presented vague predictions of what might happen to these past policies if the union came in.

15 Ibid.
It has given all of us jobs and paid us regularly . . .
Not only this, but Mr. Newman had always said he would prefer to hire too few and work overtime than hire too many and risk the possibility of someone not having a full paycheck some week. Do you honestly think a union could make Mr. Newman do this if he didn’t want to?

You have grown as the company has grown. Pay scale, benefits, working conditions have increased as we have grown together. Mr. Newman's policy has always been to make the conditions the best the company can afford when it can afford them. This he has always done because he wanted to.

The company has provided a safe and a desirable place to work in a community that is excellent to raise our family . . .

Continuous work all year and at many times at great expense to the company. We have just been through one of these periods when you were making a lot of tailored pajamas in some odd-ball colors that you probably hadn’t seen in years and years and some 15 denier sets. These were cut so that you would have something to do. As I understand, union plants generally shut down as soon as the work runs out.

We have built a strong company where one does not worry about a paycheck being cashed. This is in light of the fact that we operate differently from most lingerie manufacturers. Before we ever receive an order from an independent customer, we buy hundreds of thousands of dollars of piece goods and trims so that we can keep you working. This is all done before the customer sees a sample. Would you risk this if there was an uncertain relationship between you and I? [sic]

We have attempted to be fair to all even to those who many times in the past have wanted to relinquish their right to others.16

16Ibid. The italics were added to emphasize the ambiguous, predictive elements of the speech.
Now, for the record, what can the union do and what can it not do. There are three things a union can do: First, it can charge you dues. As I understand the regular monthly dues are presently $4.00. Second, they can call you out on strike. In either case it costs you money. The union didn't pay those who went on strike for three years at a garment company some thirty miles from here. Who lost? Third, they can talk to the company about your problems but you can do that yourself now and it doesn't cost you $4.00 a month. Now, some of the things that the union cannot do. It cannot pay the employee's wages or benefits. Only the company can do this. Take hospitalization for an example. One of the nation's leading companies would not even quote on a plan similar to yours. They had nothing available with this much coverage at this cost to you. Their plan would cost you $24.00 a year more and with maternity and family benefits would be an additional $70.00 more or a total increase of $94.00 per year. Will the union pay this? The union cannot promise or assure you of anything. They only negotiate for you. Your job and my job depends, incidentally, on how well your company negotiates. Every item you make your company has bargained with someone on selling. A company cannot stay in business and give away more than it earns.17

The employer ended his speech by reminding them that if they had signed a union card, they could still vote no at election time. He repeated an earlier statement, "Texas has a right-to-work law which means you do not have to belong to the union or pay dues just because someone else does..." and then ended with "I hope, on this year, our Twenty-fifth Anniversary, that we can continue the same

17Ibid.
loyal interest for one another through the next twenty-five years as we have had in these years past.18

The same day of Martino's speeches the committee at a meeting reported the employees' reactions to the speeches were unusual in that there was no applause but only deep silence. After hearing the comments and views of the committee, Lambert recommended that an open letter from the committee to Martino might act to offset his counteroffensive. The open letter was devised to achieve some shift in identification toward the union by emphasizing the flagrant misrepresentations and distortions Martino had made about the union's benefits at organized shops. Also the letter asked that Martino give equal time to a union representative or the committee themselves to correct his misrepresentations and provide the employees a more accurate view of the issues.19

While awaiting word from Martino, the union asked for recognition by the company on the basis of its signed authorization cards; and when this was refused, it filed a petition for an election with the NLRB on June 19. At the time of petition the union had more than sixty-five

18Ibid.

19Committee meeting, Denton, Texas, May 29, 1964. Open letters to Martino were mailed to all employees. See Appendix C, pp. 165-168.
per cent of the workers' signatures.\textsuperscript{20} Letters were mailed to all the employees in both the Denton and Pilot Point factories notifying them of the petition and urging them to vote for the union. Also on June 24 another open letter was sent to Martino with the purpose of discouraging house-to-house visits by management as had been done in 1960. Many of the committee members felt that of all the employer's tactics in the previous campaign the house visits by Martino and Robinson had been most effective in dissipating their sixty to seventy per cent majority of the employees signatures at the time of the petition. The letter stated the committee's anticipation of management visiting the employees at their homes with their puzzle-ment "about why the only time you get so neighborly is around union election time. . ." Attached to the letter was a list of questions which the employees might ask management if they visited the workers. Also the committee reminded Martino that they might have tape recorders to take down the conversations with him.\textsuperscript{21}

The questions for Martino which were mailed to all the employees presented a general attack on the employer's speech. The list of questions was headed with "Questions

\textsuperscript{20}Though a union must show that at least thirty per cent of the employees are interested in union representation the organizer explained that generally they would secure at least 60-70 per cent of the employees' signatures before petitioning for a "secret ballot" election. The reason is that as a rule of thumb 15-20 per cent can be persuaded to break this pledge to the union by the time the election is held.

\textsuperscript{21}See Appendix C, p. 169.
to ask Frank, or Don, or whoever Frank may send around to visit us, after four years of staying away. 22 Some of the questions contained key appeals to the workers:

If the union is a bad thing for us, how come the last five Presidents of the United States have gone out of their way to praise our Union and the things it has done to help garment workers like us?

Are you trying to tell us that you're so much smarter than Presidents Roosevelt, Truman, Eisenhower, Kennedy, and Johnson, that you're right, and they're wrong about our Union?

Why don't you show your appreciation for the folks who've worked for you twenty years or more and have reached retirement age by giving them pensions like they have in union shops, instead of rocking chairs like you do?

Why don't we draw as much in wages and other benefits as workers who work in Union shops whose garments sell at the same prices as ours?

Don't you belong to a lot of business men's unions of employers, why is it wrong for us to belong to a union of workers?

Could it be that the only reason you don't want us to have a union is that you know when the union comes in you won't be able to keep such a big share of the Company's profits for yourself, and you'll have to give us workers a fairer share of all that money the Company is making? 23

Is it true what we've been hearing that you said most of us who work for you are 'too stupid' to ever get the union in at Russell-Newman? 24

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22 Ibid.

23 The union made available to the employees a financial statement of the company early in the campaign. The statement indicated sales over $4.5 million for 1964 fiscal year and sound financial conditions.

Significantly, these questions characterized the general tone of much of the union's literature. Though some employees naturally expressed sympathy for the employer, the union organizers and committee attempted to predict the employer's next move and then devise various obstacles to these possible moves. Thus the literature was intended to weaken any employer-worker bond that might prevent a worker from accepting the union as a means of remedying dissatisfactions with wages, benefits and working conditions. The employer was directly identified with the workers' discontent and dissatisfaction.

Another move to correct Martino's misrepresentations about union benefits was presented in a bulletin with pictures of and comments by three Nardis employees who had received sick leave pay and other benefits from the Health and Welfare Program negotiated by the union. Again the strike issue was emphasized by one Nardis worker as follows:

I know some people are always saying that all unions ever do is go on strike. Well, I'd like to tell them that our Union has done many, many good things for us. And we never had a strike. . . 25

Another Nardis worker who had received $1,245.00 during a 1963 illness exclaimed, "And, to think, all those benefits

25 ILGWU, Russell-Newman Employees: Your "Yes" Vote for the Union Is a Vote for Sick Leave Pay and Better Hospital Benefits (Dallas, August 4, 1964).
cost me nothing." This last comment was directed at Martino's speeches in which he remarked that the Health and Welfare benefits would cost the employees $94.00 annually. The Nardis employees explained that the employer paid a certain per cent of his gross payroll into the Health and Welfare Fund and there were no payments made by the employee.

The Representation Case

The major development which occurred during July was the company's refusal to agree to the union's petition for an election at the Denton plants. The company argued that the election should also cover the Pilot Point workers. The union, however, had not been able to form an "inside" organizing committee among the Pilot Point employees nor was there a sufficient number of signed cards to petition for a separate election in this plant. Working with the Pilot Point workers was more difficult than with the Denton workers because the latter group was somewhat familiar with the union from previous campaigns. The Pilot Point employees appeared extremely confused about the union and were more easily frightened by the employer and by plant rumors.\footnote{The writer made several visits with the organizers to the homes of Pilot Point employees during June and July, 1964.} Since the union felt confident that a separate election would be approved by the Board, it had concentrated its
organizing activities among the Denton employees. In view of the disagreement over the appropriate bargaining unit, the NLRB set a hearing on this matter for July 20.

The company's attorney argued that the appropriate bargaining unit should be inclusive of both Denton and Pilot Point employees since the firm "functions as a single integrated production and maintenance unit." He stated that the two firms, Betti Lingerie, Inc., and Martino-Robinson Manufacturing Co., Inc., in Pilot Point had been legally merged with the Russell-Newman Company in Denton on January 2, 1964. He further attempted to illustrate the integration of the operations in both communities on the following bases: common employment practices, common supervision, identical starting wages, and wage policy, identical benefits, transfer of employees (indicated only one transfer since merger) and machines, and centralized shipping, purchasing, and cutting for Denton and Pilot Point sewing plants. Finally, the company argued that since the extent of the union's organizational campaign included both Denton and Pilot Point, both groups of employees should be included in the bargaining unit and both plants should be required to vote in the representation election.28

27 Employer's Brief to Regional Director, National Labor Relations Board, Fort Worth, Texas, July, 1964.
28 Ibid.
The union's attorney argued there was no significant change in operations of the previous three separate companies as a result of the January merger. The company's vice-president and general manager, Frank Martino, whose duties involved the supervision of production, personnel, and purchasing, had had the same duties for the past seven or eight years and exercised authority of a similar nature over the Pilot Point operations before the merger with Russell-Newman. According to the union's attorney centralized planning, shipping and cutting for the two plants were the rule long before the merger. Therefore, the common control and ownership prior to the merger illustrated that the pre-existing corporations constituted a single employer within the meaning of the Labor-Management Relations Act. The merger had not changed this situation. Also, the union's attorney argued that there was no community of interest among the employees of the two sewing plants since contact between them would occur only if they lived in the same town. However, only a small number lived in the same community. In conclusion he argued that since there was no functional integration of the two plants, the union was entitled to a single unit election at the Denton plant as had been the case in the 1960 ruling by the NLRB.²⁹

The Intensification of Strategies

While awaiting the Regional Director's decision on the appropriateness of the bargaining unit, the employer's counteroffensive became more intense. On the morning of August 5 Martino and Kenneth Griffith, Pilot Point plant manager, relieved eight machine operators (four from the Pilot Point plant and four from the Denton plant) of their work for a visit to another garment manufacturing plant. However, they were not told where they were going until they had arrived at Nardis Sportswear in Dallas, Texas. Then they simply toured the Nardis factory as a group of visiting garment workers. The two Russell-Newman officials only said, "Would you have believed it had you not seen it with your own eyes," and, "What do you think about a union shop now?"

However, the purpose of the visit became obvious to the union organizers and committee after the visiting employees returned to the Russell-Newman plants. The other workers were anxious to know where they had been, and the visiting employees were equally anxious to relate what they had seen and heard at the Nardis plant. Their observations were described to the other workers in such terms as, "That sure was a dirty place to work," and alarmingly, "There were niggers all over the place."30 About eighty per cent of the Nardis

30 Committee meeting, Denton, Texas, August 6, 1964.
employees are Negroes. The visitors exclaimed they were shocked to see management checking the Nardis employees' purses at the door. When asked how many working weeks per year they average by the Russell-Newman officials, the Nardis workers replied forty-two weeks plus a two weeks' vacation.31

The following day a committee meeting was held to discuss the employees' reactions to the reports of the visitors to the Nardis shop and to plan means of clarifying some of the adverse impressions disseminated by them. Several of the committee reported anti-union reactions but felt that workers strongly sympathetic with the union were not adversely affected. Nevertheless, some of the committee members were not only anxious to correct the adverse impressions circulated by the visitors but were personally uneasy about the union organizers' abilities to do so. Although members of the committee did not openly verbalize racial prejudices, they expressed concern as to why the Nardis employees were predominantly Negro.32

In response to the concern of the committee members, John Vickers told the committee that the union could not tell an employer whom it must hire, but the union's policy was to represent any lady garment worker regardless of color. He implied that if any of the Russell-Newman employees

31Ibid.
32Ibid.
were against the union for reasons of racial prejudice, then the union did not want their vote. He also reminded them of the 1964 Civil Rights Act which prohibits discrimination on the basis of color as a part of an employer's hiring policy. He explained that the Nardis plant was not dirty but was a very old building which would be torn down to make way for a new Dallas expressway while operations would be moved to a new one million dollar building.

To correct the impression that if the Russell-Newman employees formed a union there would be considerably fewer work weeks per year as the visitors reported was the case at Nardis, Vickers explained the significant difference between the highly stylized garment produced by Nardis and the less stylized garment of Russell-Newman in relation to fluctuating levels of employment. He stated that if the Russell-Newman Company had a record of forty-nine to fifty weeks of work per year, there would be no reason for it to discontinue this policy if the employees chose union representation. Also, he assured the committee that if management's policy of transferring work from Pilot Point to Denton and vice versa was discontinued because the Denton workers voted for union representation, the union would file charges of unfair labor practices with the NLRB. 33

33 Ibid.
Vicker's comments provided the committee with counter arguments for those employees who were disturbed by the reports of the Nardis visitors and reassured the doubting committee members. With regard to the racial issue one of the committee members exclaimed, "My children go to school with them; I can certainly work with them." Regaining interest in the situation, the committee recommended that a letter reiterating Vickers' points be mailed to the employees.34

Two days after the Nardis' visit on August 7, Elmer Davis, Regional Director of the NLRB, issued a Direction of Election for August 27 after ruling in favor of the union concerning the appropriate bargaining unit. The Regional Director stated his decision as follows:

Since each sewing plant is separately supervised, hires its own employees, has separate employee seniority rosters, has non-integrated production lines, is geographically apart some eighteen miles, has minimal employee transfers, we reject the employer's contention that any appropriate unit should include both sewing plants in the absence of any collective bargaining history in support thereof and of any union seeking to represent the employees of both sewing plants.35

Thus, the union's petition for an election among only the Denton employees was granted.

Although the company intended to appeal this decision to the Board in Washington, D. C., it began to develop a

34 Ibid.

35 Decision on Appropriate Bargaining Unit, Direction of Election, issued by Elmer Davis, Director of Sixteenth Regional Office, NLRB, Fort Worth, Texas, August 7, 1964.
more intensive counteroffensive shortly after the Regional Director's decision.\textsuperscript{36} Martino gave another captive audience speech to his employees on August 11 to encourage them to talk with the eight visitors to the Nardis shop about the things they learned. Also, he predicted that the company's policy of transferring work between the two plants might be discontinued because of the union. However, near the end of the speech he modified this statement by explaining that if the union prohibited the transfer policy, then the Denton operators would have less work. He warned them that the union would charge members for insurance, dues, fines, and assessments and would call them out on strike without their consent. He asserted that if the union could keep its promises then the company would have to raise its garment prices—resulting in a loss of buyers. Again he apologized for his tape recorder, and finally, he informed the workers that the company would appeal the NLRB Regional Office decision on the appropriateness of the bargaining unit.\textsuperscript{37}

\textsuperscript{36} Since 1961 the NLRB has delegated decision making concerning representation cases to the Regional Director's Office. However, these cases can be appealed by either party to the Board in Washington. If the question of representation is important, the Board will review the Regional Director's decision and either approve or over-rule his decision.

\textsuperscript{37} Committee meeting, Denton, Texas, August 11, 1964. After the first speech by Martino several committee members would take out a pencil and pad and take down the employer's speech. They purposefully made their actions obvious to the speaker.
The same day of the above speech the company began posting questions and answers for its workers on the company bulletin boards. In general, the questions and answers were centered around three or four issues. The most important was the emphasis on strikes and the supposedly dictatorial power of the International Union officials in New York City:

Question The Union organizers have promised us increased wages, vacation benefits. . . . What would happen if the union comes in and the company can't grant us these things?

Answer One of two things would happen: One, the union would simply have to break its promise to you and you cannot do a thing about it. These union organizers are not bound to keep their promises, or two, strike. The only weapon the union has to try to force the company to comply with its excessive demands is to call a strike.

Question What happens if a strike is called?

Answer You have to walk away from your job and start walking a picket line. The company would have to make every attempt to keep the plant going. The law gives the company this right. This means the company could hire permanent replacements to take your job. When the strike ended the company would not have to hire you back. The company does not have to pay you while you are on strike and you would not be eligible for unemployment payments. 38

Along with these predictions of what might happen if the union won the election the company reminded the employees that the General Executive Board of the Union could call them

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38Taken from committee members' notes. Though the bulletin board literature was placed under lock the committee members copied the notices each day and reported them to the union organizers.
out on strike without their consent. Furthermore, as the company remarked in one of the letters to its employees, "With the union, you run the risk of being dictated to by top national union officials, who neither know or care about Russell-Newman employees ...." Thus the company used a familiar employer tactic whereby the union is labeled a "third party" or "outside" group of selfish union leaders. In this case the company also stressed the fact that the New York members of the union's GEB were the most powerful. 39

Another familiar argument assured the workers of their right to bargain individually with the company at any time. Thus management stated that "a 'NO' vote is for continuing the practice where an individual employee or group of employees may at any time discuss matters directly with any of the supervisory force of management ..." and "a 'YES' vote means you wish to turn over to a union, exclusively and indefinitely, your rights in dealing with Russell-Newman Manufacturing Company in all matters effecting your rate of pay, wages, hours of work and other conditions of employment." 40

The above communications were aimed at undermining any confidence the workers may have developed in the union

39 See Appendix B, p. 151.

40 Ibid., p. 152.
or the process of collective bargaining. The employer's speeches, letters, and bulletins were carefully couched in terms to strike fear in the hearts of the workers and, at the same time, avoid an unfair labor practice charge. The employer's generosity was stressed as being more reliable than collective action through a "third party."

As the company intensified its campaign against the organizing drive, the union organizers and the committee also accelerated their efforts. They stressed the importance of the committee remaining alert to the company's moves and to the general responses of the workers to both the company and union appeals, since the organizers would have to rely upon the committee's information to quickly improvise and adopt new methods as called for by the particular problem.

On Tuesday, August 11, the committee met with the union organizers to discuss the speech which Martino had given to the employees that same day. One of the committee members indicated that when she had asked Martino (near the end of his speech) if the employees could ask questions regarding his comments, he immediately cut off his tape recorder and told the employees that he would be willing to meet with them to answer any questions after work the following evening. While the employees discussed the possible questions they would ask Martino, one committee
member suggested the union provide them with a tape recorder to take down their discussion the next day. \(^{41}\)

The following day one of the women brought a tape recorder to work and placed it on a shelf near the entrance where it could be seen. Near the end of the day Martino entered the plant for only a moment and then left. Although the committee waited for him after work, he did not return to meet with them.

In what appeared to be an effort to save face concerning the above incident, Martino delivered another speech the following day. He asserted that his purpose for using a tape recorder was solely for his protection from unfair labor practice charges while the committee's purpose was for "misuse." \(^{42}\)

As the balloting day approached, George Lambert brought three ILGWU members from the Artemis-Gossard lingerie shop in Bristow, Oklahoma, for a scheduled visit with the Russell-Newman employees. On August 13 at an open meeting attended by over forty operators from the Denton plant, the three union representatives discussed the operations of their plant and answered questions from the audience concerning their local union. The Artemis workers brought check stubs and copies of the average hourly earning records issued by

\(^{41}\)Committee meeting, Denton, Texas, August 11, 1964.

\(^{42}\)Committee meeting, Denton, Texas, August 13, 1964.
their company at each quarter. Records showed an average hourly rate for piece workers of $1.96 per hour with the top operator averaging $2.95 per hour. In response to other questions the visitors pointed out that no worker in their plant had ever paid a fine or assessment to the union. They also discussed their Health and Welfare Plan, the Mobile Health Unit, and Retirement Fund benefits into which the company is the sole contributor. Finally, they emphasized the fact that they had never called a strike to gain the foregoing benefits and they had had a union shop for more than thirteen years. They explained that the "outsider" idea of the union was totally false since their own local officers made local union decisions and policy. They told the workers that they would handle their own grievance procedures and the international representative would only step in where the local cannot adequately handle the situation. The Russell-Newman employees responded with enthusiasm to the discussion with the Oklahoma workers.43

After meeting with the Denton plant employees, the visiting Oklahoma workers delivered a similar message to a meeting of Russell-Newman employees at Pilot Point, Texas. Though the Pilot Point workers had formed a campaign committee with eleven members during July, less than thirty

43Open meeting, Denton Educational Building, Denton, Texas, August 13, 1964.
per cent of the one hundred and eighty workers at the Pilot Point plant had shown interest in the union by signing authorization cards. Many of the Pilot Point workers were hostile toward several active union adherents, and this feeling often erupted in verbal skirmishes between the sharply divided workers. Those who attended the meeting with the Artemis workers appeared less informed about the union than Denton employees⁴⁴

In addition to the appeals of the Artemis workers, the union used several tactics to offset the company's opposition to the organizing drive in the last two weeks of the campaign. First, a series of telegrams, which began early in the campaign, were sent to the employer to point out his "disparate treatment" of union adherents and his injection of the racial issue into the campaign and to request equal time to rebut his captive audience speeches. Frequently, the telegrams were reprinted on union handbills and letters sent to the Russell-Newman employees. One telegram concerning the company's discriminatory treatment of pro-union employees read:

We are reliably informed that either you do not have or else do not enforce a no-solicitation rule regarding employees discussion of the union on company time and company property. Nevertheless, you have reprimanded known union adherents for

⁴⁴Open meeting, Community Center, Pilot Point, Texas, August 13, 1964.
talking during working time but you have permitted anti-union employees to freely engage in anti-union propaganda during working time. 45

Along with the "duality of treatment" issue the union accused Frank Martino "of injecting, illegally and immorally, the race issue into the forthcoming NLRB election in order to play on any prejudices that might exist among your employees, thereby dissipating our majority. We shall act accordingly." 46

The union organizers were disgusted with Ben Gold, owner of Nardis Sportswear, for permitting Martino to use his shop for anti-union purposes. In case Gold was not aware of the purposes of the visit, John Vickers sent a telegram informing him of the "malicious use of your plant by Frank Martino and the slanderous characterization of your factory which emanated from this visit." 47

In continued response to the Nardis visit, the union sent a telegram to the company requesting the release of the eight employees who visited the Nardis plant for a union sponsored trip to unionized shops in Oklahoma, Kansas City, and elsewhere. A special invitation was extended to Martino. After several days of waiting for the company's reply, which never came, the union reprinted the telegram in a newsletter to the employees. 48 In conjunction with the

48 See Appendix C, p. 176.
telegrams and the newsletter communications the union used handbills to answer the company's questions about the union. 49 This method of communicating with the employees was used on more than ten occasions during the campaign. The organizers would stand near the entrance of the plants and pass leaflets to the workers as they entered or, more frequently, as they were leaving work. As the committee left the building, they would assist the organizers. The organizers often commented that their reception on these occasions was very unusual, since in most organizing situations a few workers will throw the literature in the organizer's face, particularly if the employer is watching. However, the Russell-Newman employees, with the exception of a few older workers, accepted the handbills with a smile.

When the employees received a letter from the company containing quotes from the union's constitution concerning the powers of the union's General Executive Board, the union quickly responded by passing out to each employee copies of the union's constitution and by-laws. In a newsletter the union asserted that its constitution had been "commended by many eminent Americans distinguished in political life and the law for the democratic means by which it is drafted." 50

49 Ibid., pp. 174-176.
50 Ibid., p. 178.
Other newsletters announced that the union had challenged Martin to a public debate with one of its representatives and emphasized the expensive effort by the company to delay the election at Denton. For instance, one letter quoted a worker as having said, "It looks like the new slogan for Russell-Newman is 'Thousands for lawyers but not one cent more for the people who work to make the money for them to pay the lawyers.'"51

Another letter from the company to its employees questioned the interest of the union organizers as follows:

Ask yourself why the union organizers are all at once interested in you. Remember that the people who are making you promises concerning your future are paid professional organizers. They have never worked for Russell-Newman and never will. They are paid by a New York based union and their job is to sell memberships like other salesmen sell cars or refrigerators. The only possible benefit that this union can gain by selling you a membership is your money.52

In a union newsletter to the employees the union countered the above remarks.

We would like to thank the company officials for calling us professionals in their letter dated August 21, 1964. We strive to represent all our members in a professional manner, just as the company officials try to run Russell-Newman professionally. And, of course, as the company states, we are in a manner of speaking salesmen. However, we do not sell cars or refrigerators, nor do we act like this type of salesman, as the company would have you believe. Selling unionism is an organizer's job. Unionism might be compared to an insurance program. Union

51 Ibid., p. 190.
52 See Appendix, p. 152.
organizers and union representatives negotiate contracts that insure workers jobs, their wages, their retirement benefits, their health benefits, their sick leave pay, and their right to a democratic voice in their wages, hours, and working conditions, etc. On the other hand, the company officials work for a profit organization and sell their garments at an excessive profit. (Ask any committee member for a copy of the company’s financial report).

This same newsletter accused the company of posting "bulletins playing up strikes, in an effort to leave the impression that the workers would have to strike to get union benefits." The union asked "how can the union force a worker to strike against her own will?" The union answered that "the union can’t. If any union tried to do this, the union wouldn’t exist very long. The members would simply drop out of the union. Don’t be misled by these false impressions."

In anticipation of a speech by the company president, Rowe Newman, the union warned the workers to watch out for more speeches.

We predict that in the near future the company will be pulling more of these tactics to persuade you into voting against your best interest. We suspect that Mr. Newman will come down and make a speech to you again like he did the last time the union held the election. If Mr. Newman speaks to you, he will tell you how good he has

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53 Union Election Campaign Committee, ILGWU, Newsletter, August 23, 1964. Earlier in the campaign the union secured a financial report on the company for the purposes of ascertaining the company’s ability to pay higher wages and increased benefits, and making the statement available to those who felt the company was paying the workers all it possibly could.

54 Ibid.
been to you down through the years just like a Father, how he was raised and grew up with you, how he has your best interest at heart, etc. He might even shed a tear or two to play on your sympathy. Or perhaps he'll take another approach. Perhaps he'll let the company officials and high priced lawyers do all the talking. Nevertheless, whoever does the talking, you can bet for sure they are speaking against paying for a good health plan, against sick leave pay. Of course, they won't tell you they're against these things. But they are, or they wouldn't be fighting the UNION, and they would have provided you with these benefits if they were truly interested in your welfare.55

Though he had given speeches in previous campaigns, Newman refrained from any speeches in this drive.

During these last few days of the campaign a significant aspect of the union's strategy was to make as many personal contacts with the workers as possible. From beginning to end of the campaign the union maintained a comprehensive, and continuously revised, list of the workers, which was arranged according to the worker's address and community, type of work and department, the floor on which the operator worked, and classification of the worker as to whether she was pro-union, indifferent, undecided, or anti-union. Thus, in the few days preceding the scheduled NLRB election the union organizers and committee concentrated their house visits to those workers with doubtful conviction. The union's goal was to see that

55Ibid.
the one hundred and ten workers who had signed cards maintained their declaration of voting intention at the polls. Several of the committee meetings prior to the election were devoted in part to an appraisal of the "anti" and "pro" dichotomy.

The two final appeals used by the union before the date of the election were contained in a special reprint of Justice, the official journal of the union, and a local radio program. The particular issue of Justice gave added forcefulness to a standard union appeal—the identification of the President(s) of the United States with the rights of working people to join together to bargain with their employer. The issue was devoted to the special occasion of President Lyndon Johnson's speech before the ILGWU executives and New York area members on the Fiftieth Anniversary of the founding of the Union Health Center in New York City. The front page showed President Johnson drawing aside a curtain revealing a plaque of the Union Health Center national medal as David Dubinsky, president of the ILGWU, and Senator Hubert Humphrey watched. The issue carried the President's speech, in which he said:

... they [founders and leaders of ILGWU] were not newcomers to courage and they understood the vocabulary of compassion. Against the bitter obstinacy of entrenched interests they battled, first to free workers from the slavery of sweatshops—then to free them from sickness and disease. This health center is a testimony of their success and a memorial to their spirit.

Two days before his death President Kennedy, a man of great vision and great valor, signed
the bill which made these medals possible. It was his last official legislative act. I know he would be proud of this moment. For this dedication—this plaque—these medals—and this anniversary are symbols of a greater reality that transcends this time. That reality is the constant effort of good men to make the world better for other people. . .56

Over four hundred copies of the newspaper were reprinted specifically for the Russell-Newman employees. The last page of the issue contained pictures of the twelve members of the Russell-Newman election campaign committee and numerous reasons why the employees should vote for the union on election day.

Supplementing the special copy of Justice was a handbill titled "Who Do We Believe about our Union—Lyndon B. Johnson, President of the United States or Frank Martino, garment factory vice-president?"57 Here the union utilized both the identification of the President of the United States with the achievements and goals of the ILGWU and the reliability of the highest public official's praise of their union as compared to Frank Martino's questions, answers, and opinions contained in the company's communications to its employees questioning the credibility of the ILGWU.

Another final part of the union's strategy was two fifteen minutes local radio programs. The first program was scheduled for eight p. m. August 25. This same day,


57See Appendix C, pp. 179-180.
two days before the scheduled NLRB election, the union
received notice that the Board in Washington had decided to
grant the employer's request for a review of the Regional
Director's decision on the appropriateness of the bargain-
ing unit. Thus the election which had been directed for
August 27 was postponed indefinitely pending a decision by
the Washington Board. Although the Board's review of the case
would delay the election for an indefinite period, the
union's radio program was continued as scheduled. The
program was designed to let the committee rather than the
organizers, present their appeals to their fellow workers.
A professional narrator posed questions while each member
briefly stated reasons for wanting a local union in the
Denton plants. The committee emphasized the benefit of in-
creased wages to the whole community and a retirement plan
for the older workers.58

58 KDNT Radio Station, Denton, Texas, August 24, 1964,
8-8:15 p.m.
CHAPTER VI

THE FIVE MONTH DELAY PERIOD

The company's litigation of the representation case and the Board's long period of delay on a decision postponed the election one hundred and fifty-two days.¹ During the first few months of this delay period there was limited activity on the part of the union and to a lesser extent, the company. The day following the notification of the postponement the company discharged a member of the Pilot Point campaign committee. Disgusted because several pro-company workers continuously ridiculed her, Billie Joyce Pennington slapped one of the workers in the presence of the worker's husband, a Russell-Newman mechanic. The incident took place near the Pilot Point factory before working time. When the husband intervened,

¹Frank W. McCullock, "An Evaluation of the Remedies Available to the NLRB," Labor Law Journal IV (December, 1964), 755-769. McCullock, Chairman of the NLRB, explains the time factor in deciding R cases as follows, "Since May 1961, we have delegated the representation cases to the Regional Directors . . . Prior to the delegation, our median average handling time for such R cases was 90 days from the date of petition to direction of election. Since the delegation, the handling time in the Regions has remained virtually constant at 45 days, and in four out of five contested cases our Regional Directors' decisions are fully accepted by the parties without requesting our review. I should concede that since the Board itself now handles only the most complex R cases, however, our handling time of these cases has increased in the last three years (Italics added)."
words were exchanged among the three parties with Pennington finally threatening to bring her husband into the matter.²

The same morning of this incident Kenneth Griffith, Pilot Point plant manager, fired Billie Joyce Pennington. At a hearing before the Texas Employment Commission he testified that he fired her "for threatening a supervisor and disturbance in the plant."³ Pennington claimed that she had not threatened the supervisor but warned her that she would not continue to sew on the small garments, which were more difficult than a larger garment, while other workers were not doing their share of this kind of work.

Shortly after the discharge Griffith called Martino into the matter. Martino gave the following testimony at the above hearing, at which he was challenging Pennington's claim for unemployment compensation. He was being questioned by the union's attorney who was defending the worker's claim.

Q Now, how did you hear about it?
A I received a telephone call from Kenneth Griffith, as I recall.

Q What did he tell you?
A He told me that he had discharged, as I recall, Billie Joyce Pennington and that she had threatened several of the women in the plant and himself.

Q Did you ask him how she had threatened

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²Committee Meeting, Community Center, Pilot Point, Texas, August 31, 1964.

³Hearing Before the Tribunal of the Texas Employment Commission, Appeal No. 16, 152-AT-64, transcript completed April 6, 1965.
them or what she had threatened to do to them?

A Kenneth seemed quite upset when I talked to him about this. I remember so much so upset that we called the Texas Rangers and the State Highway Department and the local constable there and these people met at the plant, I believe it was this day, and some of the women were so afraid we even had them taken home.

Q Who were the women who were afraid?
A It was the floor trimmer in this plant.

Q Now what were they afraid of?
A They were afraid of bodily harm.

Q From this girl?
A I believe so.

Q How much do you suppose this girl weighs?
A I have no idea.

Q How much did the women taken home by the Texas Rangers weigh?
A I have no idea.

Q Did you talk to any of these people who were afraid?
A Oh, yes.

Q And what did they tell you?
A Well, one was rather incoherent that she was crying.

Q What was her name?
A Well, where are those three names? I'll look and see. Kathy Clark was the floor trimmer that was. I would say, more afraid than any.4

Pilot Point committee members reported that as a result of the above incident Jack Ceat, Chief of Police of

4Ibid., p. 20.
Pilot Point, Texas, warned Pennington's husband, resident of Sanger, Texas, to stay out of Pilot Point or risk being arrested. He also was reported to have warned another committee member's husband, a local Baptist minister, to stay away from the Russell-Newman plant in Pilot Point.

As a counter move the union's attorney sent a letter to Ceat.

We have been informed that your office has issued a warning to Mr. James Pennington that he should not return to Pilot Point. Similarly that your office has warned Reverend White that he should not go on the public sidewalk adjacent to the Russell-Newman facilities in Pilot Point. Obviously such restrictions would constitute an unlawful deprivation of rights of freedom of assembly and speech. We trust that there must have been some misunderstanding and no such warnings were issued by your office . . . Any attempt to impose unconstitutional restrictions upon their movements will be met with appropriate legal action.

A newsletter notified the workers that the union had filed charges against the company in the Pennington case and that the discharge would be investigated by the NLRB.

At the same time as the above incident the union accused the company of "gross discrimination" against a member of the Denton campaign committee. The following

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5Letter to Jack Ceat, Pilot Point, Texas, from David Richards, union's attorney, September 1, 1964.

6Union Election Campaign Committee, ILGWU, Newsletter, August 28, 1964.
telegram was sent to the company with a copy to the NLRB.

We have information which leads us to the conclusion that your firm has grossly discriminated against union committee member, Jan Murray, in unprecedentedly requiring her to obtain a certificate from a physician before allowing her to transfer from work on lint-producing material which induced an allergic reaction in her to the point of near strangulation. Prior to her becoming a member of the union committee, Miss Murray had been transferred from such allergy inducing work at her own request without having to present a physician's certificate, and it is our information that heretofore no employee has been required to produce such a certificate to obtain transfer from physically harmful work. Additionally, prior to your making this onerous requirement of Miss Murray your firm had made no announcement to employees, or to any other individual employee, either orally or in writing that such a requirement was now being imposed on them. We must, therefore, request that you: 1) reimburse Miss Murray for time lost on August 27, 1964, in securing a medical certificate; and 2) reimburse Miss Murray for the amount of the charges for her to visit her doctor to obtain such a certificate.

A brief note in the same newsletter in which the above telegram was reprinted repeated an earlier union appeal to the workers.

Several Russell-Newman employees in Denton have mentioned to union committee members that they saw ILGWU President David Dubinsky being interviewed on television at the Democratic Party Convention night before last. One was heard to say, 'Wonder why they didn't interview any garment

7 Telegram to Frank Martino from John Vickers, Dallas, Texas, August 28, 1964.
manufacturer on TV? Guess none of them are as important as our Union President. 8

Other charges against the company were filed in September, including: discrimination against members of the committee in Denton; threatening employees with loss of benefits; and making captive audience speeches to employees while denying the union the right to speak to employees under similar circumstances. 9

In the same newsletter that announced these charges the union presented a frequently used union appeal to the workers—"The Church Speaks Out For Labor." The newsletter stated that both the Denton and Pilot Point committees had reported "that a few folks who work with them had somehow gotten a false idea that churches are against unions." 10 The letter continued with "and one sadly informed soul who works in the Denton Sewing building had even gone so far as to call union committee members and representatives 'agents of the Devil' when they were handing out union literature at the Denton factory a few weeks ago." 11

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8Newsletter, August 23, 1964.
9Union Election Campaign Committee, ILGWU, Newsletter, September 25, 1964.
10Ibid.
11Ibid.
The union pointed out that although they did not think many of the workers had this false idea, they were reprinting some "informative quotations from various religious groups and leaders." An example of a quote from one of eleven denominations was as follows:

We stand for the right of employees and employers alike to organize for collective bargaining and social action; protection of both in the exercise of their right; the obligation of both to work for the public good. (The General Conference of the Methodist Church) Collective bargaining in its mature phase is democracy applied to industrial relations. It is representative government and reasoned compromise taking the place of authoritarian rule by force in the economic sphere. In its highest form it is the Christian ideal of brotherhood translated into the machinery of daily life. (General Board of Christian Education of the Methodist Church). 12

Since many of the Pilot Point plant workers were members of the Catholic Church, a quote from Pope Leo III and Pope Pius XI were reprinted respectively as follows:

In the first place, employers and workmen may themselves effect much in the matter which we treat--saving the workers from being ground down with excessive labor). The most important of all are workmen's associations but it is greatly desired that they should multiply and become more effective. (Leo II) What is thought of the action of those Catholic industrialists who even to this day have shown themselves hostile to labor movement that we ourselves recommended. (Pius XI) 13

The only newsletter during the month of October included information about the National Labor Relations

12 Ibid., p. 2
13 Ibid.
Act and several appeals to the workers. The union asked when the company was going to start posting bulletins and giving speeches again. It hinted that the company had hurriedly taken down its bulletins the day the election was postponed possibly because something in the last bulletins "could get them into trouble with the Labor Board." The union continued to counter the "outsider" issue as follows:

Some folks in Denton shop have been asking committee members if 'those union people' are still in town. The committee wants to assure everybody that the 'union people' are still here. Talking about 'union people,' one committee member said 'they may be outsiders like Frank says they are. But at least they're outsiders trying to help us get our union so we'll have a better chance of getting paid more for the work we do--not the kind of 'outsiders' Frank keeps paying to come in here to help him try to keep us from getting more money.'

In November the union mailed the employees several newsletters including an announcement that the NLRB had filed charges against Frank Martino; Kenneth Griffith, Pilot Point production manager; and Opal Madwell, first floor supervisor at the Denton sewing shop. Copies of the NLRB charges were mailed to the employees. Also, the union explained that the Board's delay on the election was probably because of a big backlog of cases.

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14 Union Election Campaign Committee, ILGWU, Newsletter, October 8, 1964.
15 Ibid.
In another newsletter the union made use of a newly invoked company policy in order to create further dissatisfaction with Martino among the employees. The company had searched the operators' machine drawers and personal boxes after working hours because of a new policy of rationing needles. The union printed the incident in the following terms:

Thursday morning when they reported to work, machine operators at the Denton sewing building found something new had been added in the long history of the company's efforts to treat the people who work for it like school children in the first grade.

During the night someone had hastily searched the machine drawers and personal boxes of the operators, removing needles and bobbins and leaving the other items they found in what one employee described as a "holy mess." In some instances, contents of litter bags attached to machines were dumped out on the floor adding considerably to the general mess.

Thursday employees were told that from now on needles and bobbins would be rationed. It seems the company has now decided to adopt the old Army practice of punishing the whole company for what may have been the misdeeds of a few. This wouldn't happen in a union shop.

Only reported explanation of why the company thought it had to conduct its night-time search and seizure (and mess-up) party, followed by needle and bobbin rationing, that had been made to members of the union committee who met at the end of the work day yesterday came from mechanic supervisor, Gary Sitton. Sitton is reported to have said that the company would save $2,000 a year by rationing needles. (He didn't say how much more they expected to save by rationing bobbins.)

According to some committee members, the only things wrong with this explanation was that it didn't explain whether operators could expect time tickets or a bawling out for not making their points when they had to wait for needles.
and bobbins after they ran out. And, as one operator pointed out, 'It also didn't explain what the company was going to do with this $2,000 saving.'

'Maybe they've got to save it up to pay those high-priced lawyers they've hired to help them try to keep the union out,' was one worker's idea of what this saving was all about. But another operator had what she thought was a better idea. 'Oh, goody,' she said. 'Maybe Frank's gonna give us another paid holiday. That'll cost him just a little bit more than the $2,000 he's gonna save.'

But perhaps the most practical suggestion came from another operator who took a look at this latest Russell-Newman raw deal and said, 'They're still trying to treat us like school children. Why not vote the union in, get that other paid holiday—and be treated like adults, too.'

In December the union attacked the company's practice of closing the shop for a week during the last week of December and not permitting the employees to sign up for unemployment compensation. The union pointed out that although Frank Martino had testified before the NLRB that "we have not had a layoff here since immediately following the Korean War," the company had recently announced its usual annual Christmas layoff. The union then arranged for a representative of the Texas Employment Commission to speak to any interested Russell-Newman employees after work on December 3, so they could learn their rights to unemployment compensation in Texas.

16 Union Election Campaign Committee, ILGWU, Newsletter, November 13, 1964.
17 Ibid., November 25, 1964.
18 Ibid.
In order to counter this meeting Martino gave a short speech to his employees in which he asserted that he was not aware that he was doing anything wrong and he thought the employees wanted the extra week off. He said he would look into the unemployment compensation law and if necessary he might have to make them work those five days during Christmas week.19

The same day the committee reported that the workers, fearing they might have to work during Christmas week as a result of the attack on the layoff, were angry with the union. Also many of the workers believed that if they applied for unemployment payments they would immediately receive a check for the one week. However, the union had mistakenly assumed the workers were aware that applying for these payments during the one week layoff would only entitle them to begin immediately drawing their payments if they were laid off over five more days in the following twelve months. A worker must be without work for two weeks before receiving unemployment compensation payments in Texas.20 Many of the workers were anxious to have the Christmas week off, and Martino did not change his policy, much to the union strategists' relief.

19Committee Meeting, Denton, Texas, December 3, 1964.

20Open Meeting, Speaker W. L. Allgood, Labor Relations Representative of the Texas Employment Commission, Texas Educational Building, Denton, Texas, December 3, 1964.
Two weeks before Christmas the two parties received notice that the Board in Washington had issued its Decision of Review affirming the Regional Director's findings. Thus, a separate election was ordered for the Denton plant's employees for January 26, 1965. Since the company had taken no action against the organizing drive during December and the first week of January, the union had remained quiet. The organizers and committee decided to let the company make the first move in the last few days before the election. However, since the company continued a relatively silent position, three days before the election the union decided to distribute handbills and send the employees a final newsletter.

The newsletter warned the employees of more letters and speeches from management asking them to vote against the union. The letter stated that "it is, of course, up to your good judgment as an American and as a worker in American industry to decide how you will vote." After

21 Committee Meeting, Denton, Texas, January 7, 1965.

22 Though the employer has the right to give captive audience speeches, the Board restricts this right if its timing, even though noncoercive, occurs during the twenty-four hours preceding the time of the election (Peerless Plywood rule).

pointing out the higher wages and benefits to be gained by voting for the union, the union wrote, "Regardless of how you vote, we thank you for the courteous reception you have given Union Representatives and the members of your Election Campaign Committee as they distributed leaflets at the plant in an effort to acquaint you with the facts about the union." Attached to the letter was a list of the wage increases gained by union members in Laredo, Houston and Dallas, Texas, at Bobbie Brook's factories in Arkansas, and Bristow, Oklahoma, while the Russell-Newman employees had been waiting for their election. The increases were from twenty to twenty-five cents over periods of two to three years. The letter stated, "And remember—union members in these shops already have many other union benefits—sick leave pay, hospital and surgical benefits, union pensions, overtime pay after seven hours a day and thirty-five hours a week, severance pay, etc.—that Russell-Newman workers do not now enjoy. And best of all—the union was able to get all these wage increases and added benefits with NO STRIKES IN ANY OF THESE SHOPS." Similar appeals were included in two final handbills distributed at the plants the day before the election and on election day.

24 Ibid.
25 Ibid.
Without overt opposition from the employer during the last weeks of the campaign the election was held on the evening of January 26. When the ballots were counted, the union had won one hundred and eight to seventy-five.

The Post-Election Period

The morning following the union's victory in the Denton election the union organizers distributed handbills to the Pilot Point employees. The handbill was titled "Union Scores Big Win In Denton" encouraging the Pilot Point workers to sign union cards so they could have an election. The leaflet stated that "the union will have more strength to get better wages and more benefits for all Russell-Newman employees—if you folks at Pilot Point vote the union in too."26

In order to counter a revived organizational drive at Pilot Point, Martino announced a five cent per hour wage increase for the Pilot Point workers on January 28. He told the workers, "I have been wanting to do this for a long time, but I had been advised against it until after the election."

The following day Martino gave another captive audience speech to the Pilot Point workers in which he said:

Looks like I'm getting pretty regular at this. It has been told around here that I want union cards signed. I don't. You can work against the union—but not during working hours. You can work against it at lunch, breaks, and after work but don't leave your machines. There are

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going to be lies and more lies... and I doubt that the committee can get even twelve cards signed. 27

On February 11 and 12 Martino again delivered speeches to the Pilot Point workers. He questioned the legality of the Denton election, warned the workers that most union plants in the garment industry were on piecework, reminded them that the Nardis employees worked only forty-two weeks a year and were sent home when work ran out, and, finally, ended by saying "Kenneth [Pilot Point plant manager] has told me how well some of you are doing. Thanks to some of you." 28 In his speech the following day Martino told the workers that the union was trying to take the five cent wage increase away from them because they claimed the raise was meant to keep the union out of Pilot Point. He exclaimed that the company would "continue to pay high priced lawyers to keep 'outsiders' out" and assured the workers that if Denton should go on strike it would mean more work for the Pilot Point workers. 29

These speeches followed a NLRB hearing on February 8 concerning the unfair labor practices charges filed by the union in September of the previous year. After investigating the charges, the Regional Counsel for the NLRB found

27 Committee meeting, Denton, Texas, February 15, 1965. Two Pilot Point committee members reported the employer's speech.
28 Ibid.
29 Ibid.
basis for the charges; and a hearing was set for the eighth of February. Also two additional charges were added to the September complaint on February 1. The Regional Counsel's charges against Russell-Newman alleged four specific unfair labor practices on the part of the company. They included Kenneth Griffith's threatening a Pilot Point union committee member, a supervisor's interrogating a union adherent in Denton, illegally granting a five cent an hour wage increase to the Pilot Point workers as a tactic against the union, and posting a "for sale" sign in the window of the sewing plant in Denton four days following the NLRB election. Griffith denied threatening the committee member; however, the company did not counter the charge of the interrogation of the Denton union adherent. The company's attorney argued that the five cent raise at Pilot Point was granted on the basis of increased efficiency at the plant. The company claimed that the "for sale" sign was posted by the Barns Realty Agency which solicited buyers for the owners of the building. However, the union's attorney in questioning Martino brought out the fact that the building was owned by the Newman Realty Company of which Martino was an official. He then testified that

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30 Proceedings Before the NLRB Trial Examiner, Boyd Leedom, Denton County Court Building, Denton, Texas, February 8, 1965.
the sign had nothing to do with the union and that he had been attempting to sell the building for the past four years.\textsuperscript{31}

In the first week of February the company filed objections to the union's pre-election conduct and asked the Regional Director of the NLRB to set the results of the election aside. In their "Objections to Conduct Affecting The Results of The Election" the company argued that the three communications to the Russell-Newman employees by the union on the two days preceding the election were "false and misleading; the mailing and distribution thereof was so timed as to prevent any replies by the employer; said statements could not be intelligently evaluated by the employees; said statements were calculated to and did deceive said employer as to material facts; and they were calculated to and did have a significant impact on said election."\textsuperscript{32} Basically, their objections concerned the union's appeals contained in the final communications with the employees which referred to the increases in wages that the union had negotiated at other garment factories while the Russell-Newman employees were waiting for their election. The union described the wage increase in terms

\textsuperscript{31}\textit{Ibid.}

\textsuperscript{32}\textit{Request for Review, NLRB, Case No. 16-RC-3714, March 15, 1965, p. 3.}
of fifteen to twenty-five cent per hour increases and did not point out that the increases would be effective at various stages during a three year period.\textsuperscript{33}

However, the Regional Director of the NLRB concluded that the union's "campaign propaganda did not constitute a substantial departure from the truth calculated to trick or delude the employees."\textsuperscript{34} Thus the employer's objections were overruled, and the ILGWU was certified as the exclusive representative of the Russell-Newman employees.\textsuperscript{35} Although the company appealed this decision to the Board in Washington, the Board accepted the Regional Director's decision with the union being officially certified on March 26, 1965.\textsuperscript{36} According to the Labor-Management Relations Act (Taft-Hartley Law) an employer must bargain in "good faith" with a labor organization chosen by a majority of his employees and officially certified by the NLRB. However, the company refused the union's request for collective bargaining negotiations,


\textsuperscript{34}Supplemental Decision and Certification of Representative, Regional Director of NLRB, Elmer Davis, Fort Worth, Texas, March 5, 1965, p. 4.

\textsuperscript{35}\textit{Ibid.}, p. 5

\textsuperscript{36}Telegram to ILGWU from NLRB, Washington, D. C., March 27, 1965.
still refusing to recognize the union after it had been certified. The company maintained that the Board certification was invalid and that they did not agree with the Board's ruling on the appropriateness of the bargaining unit.  

Aside from the company's post-election litigation it has continued to use various tactics to weaken the union at the Denton plants and to dissuade the Pilot Point workers from signing union cards. In February the company established a plant in Saint Jo, Texas, with a starting work force of twenty-five operators. The new operation is being managed by a former Pilot Point worker who initially supported the union during the first few days of the campaign in April. The company is also expanding its work force at the Pilot Point plant. However, the employer has not hired new employees to replace over fifty employees who have left the Denton plants since December of 1964. Many of the vacant machines at the Denton plant have been moved to Pilot Point and Saint Jo.

In early March the company instituted a set of new rules concerning the employees. If the employees are found talking, they can be sent home for several days. Another rule, also,

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37 Letter to David Richards, union's attorney, from Fritz Lyne, company's attorney, April 12, 1965.
40 Committee Meeting, Denton, Texas, May 11, 1965.
states that "three consecutive days absence without authorization constitutes voluntary termination of employment."\textsuperscript{41}

A few days after the new rules were read to the employees, the company terminated the employment of Alma Sills, a Russell-Newman employee for twenty-three years and a member of the union organizing committee during the campaign at Denton. On March 12 Sills became ill while working and was taken to a doctor. She asked the doctor to contact her employer and authorize a three months' leave of absence. She then went home with the impression that her job would be available on her return. However, the company sent a letter to Sills on March 16 informing her that she did not have an authorized leave of absence, and according to the new rules her action constituted voluntary termination.\textsuperscript{42}

She telephoned the company the next day telling them that she had requested a leave of absence from her doctor.\textsuperscript{43}

On March 22 Sills sent a telegram to the company informing them that she was temporarily physically unable to report


\textsuperscript{42}See Appendix B, p.157.

\textsuperscript{43}The doctor had not called the company to authorize Sills' leave of absence apparently because he did not think her illness warranted a three month leave of absence with pay. However, leave of absences are often granted to Russell-Newman workers, but there is no type of compensation during the leave.
to work and assumed that in keeping with customary sick leave practice, her job would remain open for her return.\footnote{See Appendix B, p. 158.}

The company's reply stated that they considered her retired and "when you are physically able and you wish to make application for employment with us, we will consider your application; however, we are not taking applications at this time."\footnote{Ibid.}

The committee reports that the company is deliberately reducing the efficiency of the Denton sewing factory. Since management shifts operators between several different machines and types of operations during each working day, the operator's speed is necessarily reduced. Members of the committee have been shifted from machine operations in which they have developed high speed to operations with which they are unfamiliar. They also report that the supervisors have been timing many of the operators each day for several months.\footnote{Committee meeting, Denton, Texas, May 11, 1965.}

Up to this point the union has only taken legal action against the employer's post-election tactics. The union has filed a refusal-to-bargain charge against the company and an unfair labor practice charge in behalf of Alma Sills.\footnote{See Appendix A, pp. 148.}
It has also requested that the NLRB file for an injunction against the company to discontinue its practices of weakening the union at the Denton plants. Since the union organizers are now involved in another campaign, there has been little contact between the workers and the union. Although a negotiating committee was elected at a union meeting with more than eighty-five workers present, the pro-union workers are beginning to doubt whether they will ever negotiate.

At the time of this writing thirteen months have lapsed since the campaign was launched, with the company utilizing every available legal appeal. Further delay will now follow the union's litigation to force the employer to the bargaining table. Apparently the NLRB election is sometimes only one battle in the lengthy process of winning a collective bargaining agreement with the employer.

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48 Ibid., p. 149.
49 Union Meeting, Denton, Texas, February 2 and May 11, 1965.
CHAPTER VII

AN ANALYSIS OF THE FACTORS AFFECTING THE CAMPAIGN

The preceding two chapters describe, in a chronological fashion, a series of episodes during the pre-election, and to a limited extent the post-election, period of a union organizing drive among a group of ladies' garment workers. This chapter presents an interpretative analysis of the critical influences or forces which appear to explain the union's victory. Though the Russell-Newman campaign does not necessarily represent a typical case of the difficulties encountered in organizing the Southern garment worker, it does illuminate many of the forces that often come to bear in the organizing process. While union organizational campaigns frequently involve similar appeals, the tactics and strategies developed by the two parties to win adherents to their respective causes may differ considerably from one campaign to another.

Specifically, this campaign shows the critical role of both the professional union organizer and the "inside" organizing committee member who must develop an organizational strategy that is tailored to appeal to the attitudes and grievances of the workers and will effectively counter
the employer's opposition to unionization. Similarly, the campaign shows the employer's use of various tactics aimed at influencing the employees' acceptance or rejection of union representation.

An examination of union organizing campaigns has revealed a number of key factors influencing the outcome of representation elections. Generally, these factors include the cultural and economic climate in which the campaign occurs, the workers' initial attitude toward unions, the state of employer-employee relations, the effectiveness of the union's organizational strategy, the intensity and nature of the employer's counteroffensive or opposition to the union's and workers' efforts for organization, the legal environment, and the possibility of community interference.

An examination of these determinants leads to several significant questions for analysis concerning the Russell-Newman campaign. Why did the union win in this campaign when earlier drives had failed to provide any serious challenge to management's control? Had the social and cultural

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context of the workers changed significantly? Had the state of employer-employee relations in the organization undergone significant change to provide the basis for unionization? Were there crucial differences in the organizing and counter-organizing procedures of this campaign as contrasted with the procedures of the previous drives?

Community Environment

Community environment is often a major factor affecting union campaign activity. Where unions are weak or perhaps nonexistent, the union may encounter such obstacles to unionization as community hostility, worker apathy to unionism, strong employer opposition, and a general misconception of unions by the workers and the community. In some cases the employer who is being threatened with union organization may ask community groups and functionaries to intervene, particularly at campaign time, by providing various pressures on the workers and the union organizers.

Though community pressures are a common device used by employers to defeat unionization, there was no noticeable interference on the part of the community in the Russell-Newman employee's campaign. Denton, Texas, has a basically nonunion history with the exception of a carpenter's local,

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a Communication Worker's local, and a few printers who are union members; but interviews with older Russell-Newman employees and the union organizers disclosed no community interference in all the previous campaigns conducted by the ILGWU at the Russell-Newman Company.

Even though community interference was not a factor in the campaign, the failure of the local newspaper to print any significant details of the workers' attempt to unionize indicates a more subtle type of non-interference. The only events of the campaign covered by the local press were the NLRB hearing of July 20, the results of the representation election of January 26, the NLRB hearing of February 8, and the Trial Examiner's decision and recommendations in the unfair labor practice case against the company. The Trial Examiner's rejection of the General Counsel's charges against the company and his recommendation that the case be dismissed received front page coverage.3

The union organizers did suspect local interference when they encountered difficulty in obtaining time for their radio program on the local station. Numerous attempts to obtain an appointment with the management of KDNT during August were met with evasion. Concerned that the expense of recording the program might be wasted if radio time could not be secured, the union organizer, George Lambert, sent a telegram to the

radio station manager asking for an appointment to arrange the time for the program. The telegram stated that a duplicate of the wire was sent to the Federal Communications Commission and the Senate Subcommittee on Freedom of Communication. An appointment was granted to the organizer the next day and the station manager agreed to allot time for the union's program.

The Russell-Newman Work Force

The Russell-Newman machine operators are all women ranging in age from eighteen to seventy years with a predominantly rural and semi-rural background. As many writers have pointed out, this background often leads to either hostility or worker apathy toward unions. Even though higher wages and job security may provide some appeal to these workers, they are frequently satisfied with what the employer is willing to pay.

Though the workers' agrarian background significantly affected their attitudes, it was not sufficient to defeat the union's campaign. The superior wages and benefits which the union has secured for other workers in the garment industry appear to have been one of the most effective

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4Telegram to KDNT manager from ILGWU, Denton, Texas, August 24, 1964.

appeals utilized by the union organizers in the Russell-Newman campaign.

However, these same appeals were not equally attractive to the Pilot Point workers. Pilot Point committee members often reported that many of their fellow workers had remarked, "Why do you want a union when Martino's paying us all he can afford?" Thus many of the Pilot Point workers appeared relatively satisfied with the company's wage policy and were not interested in upsetting the status quo. Reports also indicated that many of the Pilot Point workers were afraid the union might jeopardize their current situation by putting the company out of business as Martino had implied in his communications to the workers.\(^6\)

Another difficulty encountered in organizing women is their tendency to think of their employment as temporary. Women usually prefer to think of themselves as housewives and mothers. Thus they are not seriously concerned with fringe benefits and are unwilling to jeopardize immediate job security for the chance of gaining better wages in the future.\(^7\)

Although these characteristics appeared frequently among all Russell-Newman employees, even those who were openly active for the union, they were not sufficiently strong to

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\(^6\) Committee Meeting, Community Center, Pilot Point, Texas, August 13, 1964. Also see Appendix B.

\(^7\) Solomon Barkin, *The Decline of the Labor Movement* (Santa Barbara, California, 1961), pp. 40-42.
destroy the attractiveness of the union appeals in Denton. In fact, many of the workers, the organizing committee members in particular, were job conscious and seriously concerned with higher wages, increased benefits, and the general working conditions in their factory. One of the older committee members in Denton was aware that she would not be working with the company much longer, but her interest in organizing the Russell-Newman employees was motivated to a large extent by her concern "for the younger girls who would be working for many more years." Even though one of the young members of the organizing committee at the Denton plants knew several weeks after the campaign was launched that she would be leaving her job, she continued working with the committee for several months. She told the committee, "I would like to know the other ladies could look forward to a bigger pay check and more benefits to provide security while working as well as when they retire."

The Racial Issue

A frequent tactic used against unions in the South is the use of inflammatory propaganda by which the employer gives lurid descriptions of the union's position on racial matters. Such propaganda devices may take many directions, such as speeches about the union's policy of supporting

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8 Committee Meeting, Denton, Texas, July 23, 1964.
civil rights legislation and integration and the union's anti-discrimination policy in regard to membership.

Although the racial issue was used by the employer in the Russell-Newman campaign, it was used most subtly. Nonetheless, the racial prejudice of the workers was stimulated rather effectively by the reports of the workers who visited Nardis in Dallas. In this case the employer did not make any inflammatory remarks about the union's position on racial matters but simply took some of his workers to the only organized garment shop in Dallas, which has a predominantly Negro work force. After the visit the employer did not have to draw any pictures about the union's position on integration to his workers. Instead, the workers reported their observations first hand.⁹

There are several reasons why this employer tactic did not discredit the union's organizational drive. First, the union, utilizing the fact that the 1964 Civil Rights Act banned job discrimination, pointed out that whether or not the workers approved, Martino would have to hire qualified Negro applicants. Second, the union pointed out that they did not hire workers. However, they stood firm on their policy of permitting membership to any race, color or creed. The union also explained the predominance of Negro employees

⁹See Chapter V, pp. 82-34.
at Nardis in terms of the availability of job opportunities in the Dallas area. The union organizers explained that much of the job expansion in the clothing industry in Dallas was not attracting the white workers but rather was absorbing the marginal worker—the Negro.

Another factor that influenced the Denton workers is the integrated public school system. Denton schools have been partially integrated for several years, and many of the Russell-Newman employees in Denton have children attending schools with Negro children. Though some of the women were prejudiced against Negroes, they were partially reconciled to the fact that they would eventually have to work with Negroes.

Because the union was able to effectively counter the employer's use of the racial issue, it was not an extremely significant obstacle in the Russell-Newman campaign. In fact, one student of Southern labor, Ray Marshall, has gone so far as to say, "The race issue has probably been greatly exaggerated as a factor impeding union organization in the South, but it has undoubtedly had some effect on unions in that region."\(^{10}\)

\(^{10}\) Marshall, *op. cit.*, p. 176.
The Religious Issue

Perhaps one of the least significant obstacles encountered in the Russell-Newman campaign at Denton was the religious issue. Though one of the older workers referred to the union organizers and committee members as "agents of the Devil" when they were distributing leaflets at the Denton plant, this reference appeared to be an isolated incident. Less in response to this incident than to the fact that some Pilot Point workers claimed to have rejected the union for religious reasons, the union mailed a leaflet to the employees quoting various denominations as supporting the right of employees to form unions. While religion seemed to be involved in anti-union sentiment to a larger extent in Pilot Point than in Denton, it never appeared as a significant deterrent. In fact, the husband of one of the committee members at Pilot Point was a Baptist preacher.

Concerning this issue, Hay Marshall has written that "religion has a significant influence on many Southern workers, but it is impossible to say what its net effect on the labor movement has been. The doctrines of some of the minor sects popular in the South contain a fatalism about the desirability of changing conditions in this world

11Union Election Campaign Committee, ILGWU, Newsletter, September 25, 1964.
and an extreme pacifism which eschews all conflicts, strikes, as well as wars. Needless to say, these factors are not conducive to the formation of militant unions.\(^{12}\) These minor sects did not appear to be prevalent among the Russell-Newman employees.

**Employer-Employee Relations**

Probably the most significant factor contributing to the employee's declaration of desire for union representation at the time of the NLRB election was the result of certain basic changes which had taken place in the employer-employee relationship. When Newman was directing operations, there existed a highly personalized relationship between him and the workers. Because Newman and his wife had personally trained many of the older workers, this paternalistic approach generated respect and admiration from the workers. There existed an informal understanding between the employer and the employees which was characterized by mutual adherence to custom, mutual affection, and a mutual concern for each other's needs.

However, there is evidence that this structure of worker loyalty began to disintegrate in the late 1950's. The

\(^{12}\textit{Ibid. }\text{See also Liston Pope, Mill Hands and Preachers,}\) (Connecticut, 1942) and \textit{Lucy Randolph Mason, To Win These Rights,}\) (New York, 1952).
paternalistic practices of Newman, which seemed to have a quality of sincerity, were gradually replaced by different personnel relations policies of Frank Martino. A social distance between the workers and Martino appears to have developed early in his rise to general manager of operations in 1953.

There were several key factors which led to the breakdown of the paternalistic atmosphere. First, the gradual turnover of workers left a work force which knew only the management of Frank Martino. There was no tie with Newman among the newer employees. A factor which appeared quite often in conversations with some of the workers was Martino's discharge of Gertrude Wardlaw and particularly his discharge of Irene Fraiser, a supervisor. Fraiser testified at an NLRB hearing that she was discharged because she refused the employer's request that she talk with the workers to obtain information about their union activities. Many of the workers remarked that "when she was supervisor, we were more than willing to get out the work for her. She was kind and thoughtful. Martino fired her because she refused to fight against the union."

The increasing social distance between workers and management provided, at least, a basis for unionization. The

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union capitalized on this development to further divide management and the workers and to draw the workers closer to the union.

Instead of building a more adequate employee relations program to discourage future organizational attempts, management failed to make any noticeable change in policies after an overwhelming victory in the campaign of 1960. Perhaps one reason for maintaining the status quo was management's growing confidence from having defeated the union on several previous occasions. In both the 1950 and the 1960 organizational drives, relations in the plants shifted from a "pseudo-paternalistic" nature to coerciveness on the part of management. Apparently, more of the employees had accumulated resentment and grievances during the 1964-65 campaign than in the previous attempts. The severance of the old connecting link between employer and employees provided the union with a basis for not only forming a consensus concerning injustice, insecurity, low pay, inadequate retirement plan, etc., but also for encouraging the workers' reassociation with the union.

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14 James Conant, "Defenses of Nonunion Employers: A Study From Company Sources," Labor Law Journal, (September, 1959), 103-104. After studying the policies of more than six companies who had successfully defeated union organizing drives, Conant concluded, "Enough has been said to show that the union-management rivalry for worker loyalty is continuous and requires significant managerial adjustments in relations with individual workers."

15 See Appendix B. Company communications reflected this "pseudo-paternalism" quite frequently in the campaign.
The Union’s Organizational Strategy and the Company’s Counter-Strategy

Although paternalistic relationships may erode as an organization grows in size, this erosion does not necessarily mean the workers will find the union a desirable means of rectifying their grievances. In the Russell-Newman campaign the union's organizational strategy was aimed at establishing a consensus on such subjects as injustice, insecurity, overwork, low pay, lack of adequate fringe benefits and retirement benefits, as well as building worker association with union representation as a vehicle for ameliorating their grievances. The union used many of the standard organizing methods, which include contacting the workers in their homes, building up an organizing committee within the plant, distributing leaflets at the plants, communicating by mail, and holding organizational meetings. Nevertheless, there were several key modifications of the union's strategy in this campaign as contrasted with the earlier attempts at Russell-Newman.

The two union organizers made themselves available to the workers, particularly the committee, for any problem they wanted to discuss. Frequently this involved listening with patience and understanding to problems of a personal nature that had no bearing on the campaign. This approach stimulated confidence and trust among the workers.
With the organizers' assistance and the strong enthusiasm of a committee respected by its fellow-workers, teamwork became a key characteristic of the campaign. Constantly alert to the employer's tactics, the committee reported all the information they obtained to the organizers. Most of the cards signed by employees were a result of the committee's diligent solicitation of fellow-workers.

In order to achieve worker-union consensus, the union organizers constantly compared the Russell-Newman wages and benefits with those of organized plants. While the union avoided making promises, they suggested that Russell-Newman employees were no different from union workers who were receiving superior wages and benefits as a result of collective bargaining. Not relying entirely on union literature, the organizers brought union workers to relate directly to the Russell-Newman employees their wages, benefits, and the nature of their local union organization. The visiting workers provided a direct rebuttal to the company's propaganda concerning fines, assessments, piecework, and the power of the international over the local union. For those workers who believed the employer was paying all he could afford for their labor, the union provided a financial statement of the company and pointed out that other manufacturers meeting union standards were not receiving higher prices for the sale of their garments than Russell-Newman.
Even though a union may easily institute worker-union consensus on the above subjects, the workers' fear of the consequences of supporting the union often outweighs the attractiveness of the tangible gains which may come from unionization. In assessing the consequences of unionization, the worker is confronted with such questions as, Will the employer, if he discovers my support of the union, fire me? Will the employer close the plant? Will we have to strike because the employer will not concede to the union's demands? If the union strikes, can it win? Will the union create bitterness within the plant? Will the international union in New York City be dictatorial over the local union? Because the employees may realize that these are genuine hazards in choosing union representation, the organizer must overcome the fear and continue to build confidence in the union.

Speaking specifically in respect to the Southern worker, Ray Marshall writes:

One of the greatest obstacles to unions in the South is the workers' fear of the consequence of joining a union. Organizers might argue that the employer cannot legally discharge the worker for union activity; but most Southern workers are sufficiently accustomed to direct action, and seeing those with power evade the law, that they are not too impressed by legalities. They also realize that legal protection is intangible and slow in coming, while the employer's vengeance could be swift and difficult to prove. Organizers usually tell workers that the threat to close the plant is
only a bluff, but there have been enough widely publicized cases to persuade workers that the employer means business.16

The low attendance at meetings, the employee's emotional reactions to plant rumors, and the popular desire for the names of card signers to be kept secret all seem to attest to a degree of fear on the part of the workers. Nevertheless, the level of fear was not sufficient to defeat the union in the NLRB secret ballot election. The union used several tactics to counter the workers' fears. Probably the most important tactic was simply the organizers' continual presence. One of them was usually available at all times during the heated stages of the campaign to provide encouragement and counter any significant rumors. In response to a rumor that the company would close down if the union won, the union's attorney sent a telegram to Martino stating that the rumor had allegedly been started by one of the supervisors. Martino replied that the rumor was unfounded and the company had no intention of closing at that time nor of discontinuing the transfer of work between the two plants.17 The organizers also asked the workers to question the probability of a company closing to avoid the union while its business was rapidly growing.

The employer's caution in firing workers supporting the union, at least during the organizational drive, probably

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17See Appendix C, p. 173.
worked to reduce worker fear and build confidence in the union's position of protecting the committee against any unfair practices on the part of management. Martino and the company's attorneys may well have reasoned that arbitrary discharges would work against them, causing more resentment than fear among the employees. Moreover, the employer's opposition, though strong and skillfully calculated, was not marked by the angered and drastic techniques which often characterize campaigns in this region. His speeches contained many of the standard gloomy predictions of the possible consequences of unionization, but these predictions were not sufficient to show clear violation of national labor law.

What appeared to be another vote-winning tactic on the part of the union was an overt attack on Frank Martino. After surveying the worker's attitudes toward Martino, the union organizers decided to utilize the workers' personal dissatisfaction with Martino's policies and personal approach. This decision hinged on several assumptions made by the organizers early in the campaign. First, the union found, after questioning the initially interested workers, a general dislike for Martino. There was no significant contact between him and the workers, and they resented the attitude of several

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18 Interviews with David Richards, union's attorney and George Lambert, ILGWU organizer, Dallas, Texas, May 7, 1965.
women supervisors whom they referred to as Martino's "favorites."

The organizers also sought to cushion the effects of the employer's tactics by warning the workers of possible approaches before they occurred. The organizers hoped that the presentation of obstacles, such as lists of questions and tape recorders, would discourage the employer from using some of the more effective tactics of previous organizing attempts, i.e., house-to-house visits by members of management and speeches by Rowe Newman.19

The development of the above strategy involved an unusual volume of union literature, most of which was distributed over the signatures of the members of the "inside" organizing committee. A special series of letters bearing the heading "An Open Letter to Frank Martino" was mailed to the workers on the committee's approval. Though these letters often directed caustic humor at Martino, they were written as direct communications from the committee, thereby removing the stigma of "outsiders" attacking the employer.20

Another method used by the organizer, George Lambert, involved maintaining unusually close contact with the union's attorney, David Richards.21 The union organizers kept thorough records of the employer's moves as they were reported by the

19See Chapter V, pp. 96-97.
20See Appendix C, pp. 165-173.
21Informal discussion with David Richards and George Lambert, Dallas, Texas, May 7, 1965.
committee. Each time something appeared legally significant or propagandistically useful this information was relayed to the union's attorney. From this information a series of telegrams was drafted and sent to Martino informing him that the union was aware of his intentions and that they would stand ready to take any necessary legal action. These telegrams were often reprinted in the union's communications to the workers to demonstrate the union's upper hand in the matter. Richards also examined much of the union's literature for possible violations of the law. The attorney attended several committee meetings to tell the employees the legal limitations or restrictions on the employer's counteroffensive to the organizing drive and the employees' rights under federal law.

Though the employer's counter-strategy was intense during the last few weeks preceding the election scheduled for August, the nature of the employer's campaign was not belligerent. In the organizers' opinion, the tactic of hiring thirty or more new employees during the two months preceding August did not work in the Company's favor. This is assuming the technique was aimed at "padding the payroll," as the organizers referred to such a practice, with "no" votes. As quickly as the new workers were hired, the
organizing committee successfully solicited their signatures in support of the union. Though many of the newly hired workers quit their jobs before the January election, those remaining apparently carried their initial voting intentions to support the union to the polls. Furthermore, the delay resulting from the company's litigation of the representation case failed to dissipate the union's majority status before the election.

Although the company failed to persuade a majority of the employees to vote against the union, the above analysis does not exclude the fact that forty-one per cent of the Denton workers voted against union representation.

Refusal-to-Bargain Charge as a Factor Affecting the Employer's Pre-election Conduct

A significant factor affecting the employer's conduct during the two months preceding the NLRB election on January 26 was a pending refusal-to-bargain charge filed by the union during December of 1964. The union had filed a petition for an election in July, and two unfair labor practice charges in September. The refusal-to-bargain charge was filed in December before the six months statute.

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23See Sec. 8 (a) (5) in Appendix A, p.143.
of limitations expired precluding, the other unfair labor practice charges as evidence to be brought against the company if necessary. Also the union wanted to delay the election until after Christmas, fearing the company might rumor a Christmas bonus if the union was defeated.

During the last two months of the campaign, with the refusal-to-bargain charge pending, the company's attorney apparently advised Martino to be extremely cautious in his campaign against the union.

Conclusion

The above organizational campaign illustrates the significant roles of the professional union organizer and the "inside" organizing committee. The organizers and the

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24 See Sec. 8 (a) (1) and (3) in Appendix A, p. 148.

25 Currently a union may file the 8 (a) (5) before the election; and if the election is lost, the union may be entitled to a bargaining order regardless of the results of the election. For the Board's decision regarding this matter see Bernal Foam Products Co., Inc. and the Textile Workers of America, 146 NLRB 161, 56 LRRM 1939. In Kolpin Bros., Co., Inc. and The Textile Workers of America (149 NLRB 127, 57 LRRM 1457) the Board laid out the appropriate circumstances under which the Bernal ruling would apply. The Board ruled that a union that loses an election may be entitled to bargaining rights where the election results are set aside on the basis of meritorious objections to the employer's pre-election conduct.

26 Interview with David Richards, union's attorney, Dallas, Texas, April 9, 22, 1965.
committee members successfully convinced a majority of the Russell-Newman employees that their welfare would be greatly enhanced by choosing union representation. As was emphasized in the above analysis, there were two significant factors which appeared to explain the union's victory in the NLRB election. First, employer-employee relations shifted from paternalistic practices to more distant personnel policies. Second, the union organizers were able to clarify the employees' grievances and resentment and offer an acceptable means of amelioration, i.e., union representation. Though possible adverse consequences of unionization were emphasized by the employer, the organizers and committee members were successful in reducing the fears of a majority of the workers.

This case also illustrates a fact, not generally known, namely that a victorious representation election does not necessarily indicate a group of workers will find the employer forced to bargain collectively concerning their wages, hours of work, fringe benefits and other working conditions. According to the National Labor Relations Act, if a majority of the workers vote for a union to represent them in a Board conducted election, the employer is obligated to bargain with them in "good faith." However, there are many ways of delaying the employees' rights as can be seen from
the Russell-Newman case. In fact, "refusal to bargain in
good faith" constitutes the second most common charge filed
against employers under the National Labor Relations Act. 27

As the chairman of the National Labor Relations Board has
said:

. . . the union [during negotiations] resorts
to strike action and gets its desired contracts,
or, alternatively, the union is too weak to strike
and fades from the scene as its members lose
confidence in its ability to improve conditions
of employment. In either event, economic strength
is substituted for orderly administrative process,
and the nation's labor policy—to encourage the
practices and procedures of collective bargaining—
is thwarted. 28

Thus if a certified union cannot bring economic pressures
to bear on an employer who refuses to recognize and bargain,
its bargaining status can be severely weakened or perhaps
destroyed before the employer is forced by a Board order
and final court decree to recognize and bargain with the
union. This would be particularly true if the employees
seeking a collective agreement were engaged in seasonal work
or in industries having a rapid turnover in employment. In
this case the delay might result in the work force having
completely changed, with only a few of the original union
adherents left in the work force.

27 James J. Graham, "How Effective Is the National Labor
Relations Board?" Minnesota Law Review, XLVIII (May, 1964),
1024.

28 Frank W. McCullock, "The NLRB and Techniques for
Expediting the Administrative Process," Administrative Law
Although the union is still maintaining its majority status among the Russell-Newman employees at the time of this writing, there will probably be many months of further delay. This could result in the erosion of the union's majority status. Or the union may choose to take several alternative courses of action rather than to await a Board decision. There is some indication that the union will begin campaigning at the Pilot Point and Saint Jo, Texas, plants. If the Pilot Point workers voted for union representation, the union would be in a stronger position to take strike action. Another course of action would be a boycott against buyers of Russell-Newman products.

Presently the union and company are awaiting a NLRB hearing to be held in Fort Worth, Texas, on June 21, for the purpose of letting the employer clarify and support his position of refusing to recognize and bargain with the certified union representative.
APPENDIX A

THE SECTIONS OF THE NATIONAL LABOR RELATIONS ACT

THAT WERE MOST IMPORTANT TO THE CAMPAIGN*

Rights of Employees

"Sec. 7. Employees shall have the right to self-organizations, to form, join or assist labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3).

Unfair Labor Practices

"Sec. 8. (a) Employer unfair labor practices. It shall be an unfair labor practice for an employer --

(1) Interference, restraint, or coercion. To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7;

(3) Discrimination; union security agreements. By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.

(5) Refusal to bargain. To refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9 (a).

"Sec. 8. (c) Free speech. The expressing of any views, arguments, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

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Representatives and Elections

"Sec. 9. (a) Majority representation. . . Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. . .

Prevention of Unfair Labor Practices

"Sec. 10. (j) Power of Board to seek temporary injunctions. The Board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an unfair labor practice, to petition any district court of the United States (including the District Court of the United States for the District of Columbia), within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deem just and proper.

Limitations

"Sec. 14. (b) State's restriction on union security. Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

APPENDIX B

THE EMPLOYER'S APPEALS TO THE WORKERS

The following are the various appeals and forms of communications used by the employer to dissuade the workers from accepting union representation. The appeals used by the employer include: questioning the union's ability to improve wages and benefits, pointing out the possibility of strikes and a loss of business contracts, depicting the union as an "outsider," questioning the union's motivation and implying dictatorial power by the International over the local union.

Letters

The following three letters were mailed to the Russell-Newman employees during the two weeks preceding the first direction of the election by the Regional Director of the NLRB.

August 14, 1964

Dear Mary:

When I came here in 1949 the plant was small enough for us to see and meet each other daily. Now, through everyone working together, the plant has grown to a point where this is difficult. In writing this letter I am aware that some of you are old friends and others I know only slightly.

So I am writing to you to express the feelings that your company has with regard to the union. We intend to fight against this union with every legal means available. It is our contention that the I.L.G.W.U. would be bad for you and bad for the company. Between now and the election, we will give you many reasons why we believe this.
In this connection we would like for you to consider the following:

1. You already have equitable wages, good working conditions, and good benefits. You got these without paying dues, or being subject to the whims of union leadership.

2. You already have personnel policies and practices that are as good or better as those spelled out in union contracts. Why pay for something you already have?

3. In spite of what they say, unions can do nothing to build job security. In fact, in actions such as work stoppages and strikes, public attacks against the company's reputation, unions can do more to destroy jobs than to build them.

4. Unions will cost you money — money for dues; money for assessments; and of course, the always possible disaster brought on by unwanted union strikes.

5. Unions promise the moon, but the record shows that these are apt to be empty promises designed to get your financial support for the union. We are all familiar with campaign promises, and how much they really mean.

6. With a union, you run the risk of being dictated to by top national union officials, who neither know or care about Russell-Newman employees, or their interests or concerns. Did your organizers tell you it is immaterial how a local votes if the Union International Executive Board says strike?

The consideration of your welfare in regards to I.L.G.W.U. representation will be one of the most important decisions you can make. I hope and pray that each of you will counsel with your husband or family and arrive at your conclusions based on fact.

As ever,

Frank M. Martino

VOTE NO No Dues — No Strikes — No Third Party VOTE NO

August 21, 1964

Dear Mary:

In spite of vigorous union protest to the National Labor Relations Board to put the election off until September, the election to vote no for representation by the I.L.G.W.U. will be conducted Thursday afternoon, August 27. The company has
attempted to advise you through bulletins, fact sheets, and letters of the facts and issues that affect you as individuals.

Each year you have the opportunity to spend almost twenty-five per cent of your time at work. We have made every effort to make this time congenial, friendly, and free from outside interference. The company has never exploited one group against any other group at the expense of the other.

We know a pleasant atmosphere can never be achieved by conflict. An attitude has existed at Russell-Newman which has made it a place where mothers, daughters, and sisters work together; where a turnover of employees is slight, and the company's concern for each employee's security and welfare, and her opportunity, is on an individual basis. Therefore, we become concerned when we see people brought in from the outside to tell you how good their benefits are, and have not mentioned to you that they have a one hundred per cent turnover a year in employees in their plant, and they are shut down for "two weeks' vacation" at the height of the season, and there were no garments to keep making.

Ask yourself why the union organizers are all at once interested in you. Remember that the people who are making you promises concerning your future are paid professional organizers. They have never worked for Russell-Newman and never will. They are paid by a New York based union and their job is to sell memberships like other salesmen sell cars or refrigerators. The only possible benefit that this union gained by selling you a membership is your money.

For twenty-five years, we have worked with a fair and friendly relationship between us. No one is more aware of your importance and your contribution than your company. I know that some of you do not share in my views of Russell-Newman. Those who do -- thanks for your confidence.

Vote for yourself on Thursday by voting no for I.L.G.W.U. representation.

As ever,

Frank Martino

COMMENTS FROM FRANK MARTINO

Recently I made the statement that of the three things the union could do, one was to call a strike with or without your consent.

The union asked, "How can the union call us out on a strike without our consent?"
The answer is that "whenever any craft is involved in a strike or lockout, the G.E.B. (General Executive Board) shall have the power to order a strike in such other crafts in the same industry as it may deem necessary in order to assist the members on strike." Art. 7, Sec. 2, Constitution and By-Laws, ILGWU.

If the General Executive Board of the ILGWU deemed it necessary, they would order the union member employees of Russell-Newman on strike to support a strike anywhere else in the country.

"The New York members of the G.E.B. shall constitute the Executive Committee of the Board and shall have and possess all the powers and duties of the G.E.B. between sessions of the latter." Art. 4, Sec. 6, Constitution and By-Laws, ILGWU.

The constitution of the ILGWU which all members are sworn to uphold, therefore provides that the New York members of the G.E.B. could call Russell-Newman employees out on strike, without their consent, if they are union.

The union also asked "if the union called a strike and we didn't consent to it, who would do the striking?" The local union members would have to decide this; however, you should be aware that: If the G.E.B. of your union called a strike and you didn't consent to it, you could be censured, fined, suspended, or expelled for the following reasons: Section 3... for disobeying or failure to comply with any order of the G.E.B., J.B., D,C. or L.U. within the time provided in such order or decision.

G.E.B. means General Executive Board
J.B. means Joint Board
D.C. means District Council
L.U. means Local Union

For at least twelve other reasons for which a member of the ILGWU can be censured, fined, suspended or expelled, including detrimental conduct, resorting to a court or violating any provision of the Constitution, read all of Article 10 of the ILGWU Constitution. Ask the Union representative to furnish you with a copy.

The union then asked: "Don't you know there could never be a strike unless we voted for it?"

No, I was not aware of this. As a matter of fact it would seem to the contrary as quoted above Section 2 of Article 7 of the Constitution of ILGWU provides that you can be ordered on strike without your voting for it.

In addition the same section provides that the General Executive Board (or its New York members) can veto any strike voted upon and called by your local.

In other words the New York members can order you to go on strike if you don't want to, and can keep you from going on strike if you do want to.

May I suggest to each of you who read this bulletin that you ask the union organizers for a copy of the Constitution
and By-Laws of the ILGWU so you and your family may read, study, and know what you are being asked to join.

VOTE NO NO DUES NO STRIKE NO THIRD PARTY VOTE NO

Company Bulletin Notices

The following bulletin board communications were posted in locked glass cases on each floor of the plant.

August 11, 1964

The best way to predict the future is on the basis of the past. Let's look at the record and truthfully answer the following questions.

1. Since June, 1939, has management had a reputation for honesty, capability and consideration for its employees?

2. Has Russell-Newman lived up to the confidence and trust placed in it? Paid regularly and furnished steady employment that has created opportunity for workers from the first three employees to the present number of over four hundred?

3. Have supervisors and management been advanced from the ranks of Russell-Newman employees?

4. Has the management sympathetically considered the welfare and future of Russell-Newman employees in all action through twenty-five years it has been in existence?

5. Is the management in daily attendance and close contact with all plant operations and employees, or is it done by remote control by some outside owner?

6. What assurance have you that the union can make good its promise if you vote it in? If the union does not make good, what comeback have you?

7. Has the union and its organizers made you feel confident of its honesty and dependability? Is the union unselfish, or is it not? Is it interested in your personal individuality, welfare and future, or is it self-seeking? On the basis of its past record, is it open and above board and dependable or don't you know?
3. What more can the union do except charge you initiation fees, dues, assessment fines, bargain exclusively for you and act with or without your consent? Call you out on strike without your consent?

These are questions you must answer for yourself before you vote. If you do not know the truth it will pay you to discuss the questions with others who do know.

August 15, 1964

Question: In a union plant must I belong to the union in order to protect my job?

Answer: No, Texas has the "Right to Work" Law which means every employee is free to decide for herself whether or not she chooses to belong to the union. But if a union should be voted into Russell-Newman the harassment for non-joiners would probably be greater than that of not signing a card.

Question: Aren't unions always democratic? Can't we run our own local affairs?

Answer: Many unions were so undemocratic that Congress had to pass a union member's bill of rights in 1959, providing for the right of a member to vote, to be immune from unjust punishment, etc.; and today there are several hundred cases pending in court by employees against their union and its officers.

Question: Does the union provide me with strike benefits?

Answer: Yes, the union has a strike fund which is managed from New York City which you pay 8½ cents per month. This fund with your money in it is used to aid people on strike in New York, Chicago, or any other place the people running the fund see fit to use it. If you should be involved in a strike you could only receive $10 per week from this fund to support you and your family. Also, the men running the union in New York can if they see fit charge you an extra dollar per month up to 20 weeks for any one year to aid some plant somewhere which may be on strike. Source: ILGWU Constitution and By-Laws.

Question: Doesn't the union furnish me with death, disability and other benefits at no charge?

Answer: No, all insurance benefits of any nature provided by the union are paid for by the members. For instance, out of the monthly dues you pay 8½ cents into the Union Death Benefit Fund. If more insurance is what you want, you can buy a bundle of it for what the union will cost you in dues, assessments and fines.
Question: How many people do you suppose there are in union headquarters who make fine salaries administering these union plans, and where does the money come from that pays their salaries and expenses?

August 17-21, 1964

Question: We have heard that ILGWU has obtained a 35 hour work week for the employees at Nardis Sportswear in Dallas, Texas. Is this true?

Answer: Yes, under the contract which the ILGWU had with Nardis in Dallas regular work is defined as seven hours a day, five days a week of course, you understand that the employees of Nardis are actually paid for the hours worked so are only paid for 35 hours of work per week.

Question: If the union comes in, would the company agree to piece work?

Answer: All such matters in piece work would become subject to be bargained upon between the company and the union. The company feels your benefits are greater now than what they could be under piece work.

Question: What is the union's position as to piece work?

Answer: You will have to ask the organizers. However, all of the union plants that we have knowledge about do have piece work in some form.

Question: Artemis and Nardis are piece work companies. Don't all the companies have the same benefits that we do?

Answer: No, the difference between benefits at Russell-Newman and at some union piece work plants are as follows.

Russell-Newman

1. Opportunity of work 52 weeks a year, 40 hours a week.
2. You receive pay when you repair mistakes for which you are responsible.
3. You are not charged for damage to material even if such damage is done under gross negligence.
4. You are paid for all machine down time.
5. You are paid when you have to wait for goods on which to work.
6. You are paid for rest periods.
7. You are paid for holidays on an 8 hour basis.
8. You get vacations on a 40 hour week; you don't lose this because of absences.
9. You are provided with clean, air conditioned working facilities.

Piece Work Plant

1. Nardis for example works 42 weeks a year, 35 hours a week. Therefore mistakes are on you, not on the company.
2. You receive pay based on each completed piece only. Therefore mistakes are on you, not on the company.
3. Nardis charges the employees with material damaged due to employees' gross negligence.
4. At Nardis no pay for machine down time for the first 15 minutes per day.
5. No pay for waiting.
6. No pay for rest periods.
7. Most piece work plants pay on a 7 hour day.
8. At Nardis you might lose your entire vacation because of absences during the year.
9. Talk to the girls who took the trip to Nardis in Dallas.

Elma Sill's Case

The following letters are communications involving the discharge of a twenty-two year employee.

March 16, 1965

Dear Mrs. Sills:

On Friday, March 12, 1965, during the noon hour, you left your work with a great misunderstanding as to the procedure in obtaining an authorized leave of absence. It has never been the policy of the company to request a leave of absence from any physician for an employee, or to notify a physician that an employee has requested a leave of absence on their own initiative.

The policy has always been in the past and shall continue to be in the future for an employee, in the case of bad health, to obtain from their physician a request for a leave of absence to present to the company for its authorization.

This letter will serve to advise you that you do not have an authorized leave of absence. Since we have no such request from your doctor, I must advise you that your absence is unauthorized. I remind you that company policy, as read to each employee present on March 9, 1965, states that three consecutive days absence without authorization constitutes voluntary termination.
Since there was a grave misunderstanding on the date that you left, we request that we be notified by Friday, March 19, 1965, as to your future plans for employment with this company.

Sincerely,

E. R. Milner
Plant Manager

March 22, 1965

E. R. Milner
Plant Mgr.
Russell-Newman Co.
Denton, Texas

As I have advised the company on several occasions during the last week, I am temporarily physically unable to report for work, in keeping with customary sick leave practice I assumed that my job would remain open for my return. However, the personnel manager called me on Friday, March 19, 1965, and advised that I was considered terminated, this was before I had an opportunity to answer your letter of March 16, 1965.

Apparently there has been some misunderstanding of my intentions, if possible, I hope to return to work as soon as physically able. I would appreciate your reconsidering your action and your advice as to what steps I must take to protect my job.

Alma Sills
March 23, 1965

Dear Mrs. Sills:

Thank you for your telegram on March 22, 1965 concerning employment with Russell-Newman. After you called me on Wednesday, March 17, 1965, and retired, I asked Sam Moore to initiate the necessary paper work.

When you are physically able and you wish to make application for employment with us, we will consider your application; however, we are not taking applications at this time.

Yours truly,

E. R. Milner
APPENDIX C

SAMPLES OF THE UNION'S APPEALS TO THE
RUSSELL-NEWMAN EMPLOYEES

The following represent key samples of the Union's communications with the Russell-Newman employees during the organizational campaign.

May 12, 1964

Dear Friend,

Thank you for signing your card authorizing the International Ladies' Garment Workers' Union, AFL-CIO, to represent you, as to hours, wages and conditions of work, with your employer. You have taken the first step in getting a Union at the Russell-Newman plant in Denton, and I'm sure you will agree with me that the Unionization of this plant is long overdue.

The Unionization of the plant is not going to be an easy job, nor is it going to be done over night. It will take a lot of hard work, patience and courage to get the job done. However, it will be well worth it. We all know that Russell-Newman is going to be Union sooner or later, why not now?

When we have signed up a sufficient number of the workers, we will petition the National Labor Relations Board for a secret ballot election. Although a large number of the folks who work with you at Russell-Newman have already signed Union Cards, we still do not have enough signed cards to make sure the Union will win this election by the big majority needed to make sure you can get the best possible Union contract with the most benefits possible for all the workers.

We are enclosing a Union Card and a Business Reply Envelope so that you can get anyone who works with you who may not have signed yet to join you in getting the union. You can assure anyone you get to sign that his or her card will be kept confidential -- just as your card is being kept confidential, and there is no way that anyone in management can ever see any of the signed Union Cards.
Also enclosed is a folder which will give you some information on one of the smaller Union Benefits enjoyed by hundreds of thousands of members of this Union who work in organized garment factories in all parts of the United States.

Let's keep the ball rolling. Please sign up a fellow worker on the enclosed card and we should be ready for the secret ballot election very soon.

With best wishes, I remain

Respectfully yours

John Vickers, Manager
Texas District

UNION AUTHORIZATION

I hereby authorize the International Ladies' Garment Workers Union, AFL-CIO, to represent me for purposes of collective bargaining with my employer, as to wage, hours and working conditions.

EMPLOYED BY (Name of Company)

NAME (Please Print)

ADDRESS

DEPARTMENT OPERATION

DATE SIGNATURE

This card conforms to provisions of the Labor Management Relations Act, as amended, relating to collective bargaining representation, but it may also be used to show Union interest required for an NLRB election.

SOUTHWEST REGION Phone: 1003½ Wood St. — Dallas, Texas Riverside 2-3831

May 12, 1964

Health on Wheels

Health protection.—It's an important day for members of the International Ladies' Garment Workers' Union when the ILGWU
Mobile Medical Center pulls right up to the factory door so that they can have thorough physical checkups. For many of them it is a chance they have never had before to have extensive medical examinations. Modern medicine stresses the important principle that early detection means health protection but few people in the rural districts have an opportunity to enjoy the benefits of preventive medicine. New members of the International Ladies' Garment Workers' Union have the opportunity to know about an abnormal condition in its early stages when it can be treated easily.

A thorough test.—The Mobile Medical Center is staffed by a doctor, a nurse, and a laboratory-Xray technician. The doctor takes a complete medical history and does a thorough physical examination. He is aided by numerous tests including eyesight screening, a chest X-ray for each person, other X-rays as needed, an electrocardiogram if necessary, a Pap cancer smear for women, a urinalysis, a blood count and other laboratory tests.

A medical center on wheels.—The Mobile Medical Center is a completely self-sufficient unit. In this 50 foot vehicle there is a doctor's office, a reception room, dressing rooms, an X-ray department and a laboratory. There is equipment to make a great variety of tests to assist the doctor in making his examination. The unit is provided with heating and air conditioning and has a hot and cold water supply as well as its own generator for electricity. It is a well equipped Medical Center on wheels.

Collective bargaining benefit.—The benefits provided under this plan have been obtained through collective bargaining. The union agreements provide that the garment employers contribute the funds necessary to finance it.

ILGWU has other mobile units.—The International Ladies' Garment Workers' Union has five Mobile Medical Centers in the field and has accumulated ten years of experience in operating them. It has two travelling in the northeast states, one in the Southeast, one in Puerto Rico and one in the Midwest. Other units are being planned. The Mobile Medical Centers have been lent freely to communities in times of medical need in the case of such disasters as floods.

Central States Health and Welfare Fund, ILGWU

The Central States Health and Welfare Fund, ILGWU has been created to help garment workers meet heavy expenses of illness and to provide health examinations to prevent the development of serious illness. It is a fund established by
collective bargaining agreement between the International Ladies' Garment Workers' Union, AFL-CIO and your employer. It is financed by employer contributions and is administered by a Board of Trustees consisting of an equal number of Union and employer representatives.

The benefits listed in this pamphlet apply to workers not eligible for coverage at an ILGWU-Garment Industry Medical Center. There is no charge to any worker for any of these benefits. They are yours by right under your union contract with your employer.

This short pamphlet cannot contain every detail of our health plan. It is intended as an outline of the things most important for you to know in order to make use of it. Complete details are contained in the Rules and Regulations adopted by the Board of Trustees. These are available to you in your shop. Ask your Chairlady to let you read them. If you have any further questions, ask your ILGWU Manager or write to the Central States Health & Welfare Fund.

Please put this pamphlet with your important papers so you can refer to it if you should become ill or have to go to the hospital.

NOTE: Injury on the job is not covered by the Central States Health & Welfare Fund. It is covered by Workmen's Compensation. Be sure to report all accidents and injuries on the job to your supervisor immediately. Delay may result in the loss of your compensation.

Schedule of Benefits

Subject to provisions set forth in Rules and Regulations of the Central States Health & Welfare Fund, ILGWU

<table>
<thead>
<tr>
<th>Weekly Sick Benefit</th>
<th>$20.00 per week for each full week of sickness beginning with second full week. Maximum per benefit year 15 weeks (total $300.00); if hospitalized: 20 weeks (total $400.00).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Room and Board</td>
<td>$10.00 per day toward what you are charged by the hospital. Maximum per benefit year: 60 days for one illness (total $600.00); 120 days for more than one illness (total $1,200.00).</td>
</tr>
</tbody>
</table>
June 4, 1964

Take a Tip from Three Retired Ladies' Garment Workers Who Visited Denton Last Week.
The Union Is Good for You!

Three of the nearly 40,000 retired members of the International Ladies' Garment Workers' Union, AFL-CIO, who receive Union Made Pensions, visited in Denton last week to tell Russell-Newman workers about the benefits they have enjoyed, and are continuing to enjoy, from their Union.

After meeting with members of the Union Organizing Committee at Russell-Newman who work at the Denton factory and other workers interested in the Union's retirement program, the three retired Union members from Dallas visited several
workers in their homes to tell them about the benefits of the Union.

Sixty-nine-year-old Mrs. Eunice Garrett says that her Union Pension of $50 a month "makes all the difference between just barely getting by on Social Security and having a few of the comforts of life" in her retirement years.

Mrs. Garrett admits that there were times before the Union got the Retirement-Pension Program at her shop in Dallas when she felt it might be impossible for the Union to ever get a Texas garment manufacturer to agree to a Retirement Program. "But," she says, "I had faith in the Union, and I kept on working to make the Union strong in my shop. And, sure enough, the Union was able to get the boss in my factory to agree to pay into the Union's Retirement Fund in time for me to retire with the help of my Union Pension."

"The Union Pension is just one of the many things my Union has done that has been of great help to me and other Union members in Dallas. I'm sure that Russell-Newman workers in Denton can benefit themselves just as much, or more, by organizing the Union."

Mrs. Garrett also pointed out that because of her Union she and other Union Members in her shop had gotten higher wages, a better paid vacation plan, health and welfare benefits and many other things not enjoyed at present by Russell-Newman workers. "And a good thing about it," she said, "is that we won all this without having to go on strike for even a minute."

Mrs. Rachel Jones, also 69 years of age, and enjoying a little extra comfort in her retirement years because her Union was able to win retirement benefits for her, proudly displayed the stub of her most recent retirement check to a group of Russell-Newman workers who met with her and other garment worker retirees from Dallas last week.

"It is a great comfort to know that I'll get a check like this every month for the rest of my life," Mrs. Jones said.

Mrs. Jones, who since her retirement about four years ago has taken several trips to Ohio to see her son and grandchildren there, has particular praise for the Union's program of protecting older workers on the job and seeing to it the boss doesn't let them go before they reach retirement age and can draw both Social Security and their Union Pensions.

When told about the Russell-Newman "Rocking Chair" Retirement Program Mrs. Jones said, "I never heard of such a thing! With the help of our Union at our shop we could stand up and fight for something better than a rocking chair when time came for us to retire. And we got something a lot better, too!"
At 64, Mrs. Nettie Pool is the youngest of the three retired Union garment workers who visited with some of the Russell-Newman workers in Denton last week.

In addition to being happy about the Union-Made Pension check she receives every month, Mrs. Pool points out that the Union Health Benefit Program and Mobile Health Unit have also been of great help to her and other Union members both working and retired.

"I never got a more complete physical check up than the one I got free at the Union's Mobile Health Unit when it came to our shop in Dallas last fall," Mrs. Pool said. "I'm sure it would have cost me at least $100 to get as good a check up at a private clinic," she added.

Mrs. Pool explained that the report on her physical check up in the Union's Mobile Health Unit went to her own private doctor who gave her the treatment she needed.

Shortly before she retired Mrs. Pool had an accident and had to be off work several weeks. She drew a total of $490, including $20-a-week sick benefit, from the Union's Health and Welfare Fund while she was off.

"I'm most grateful and proud of this part of the Union's program," Mrs. Pool says. "And the thing that's best of all," she adds, "is that my retirement and health and welfare benefits didn't cost me or any other Union member a penny. It was all part of our Union contract paid for by our employer."

These garment workers—and hundreds of thousands of other Union garment workers—receive these "Union-made, employer-paid" benefits, and it cost them not one penny other than their low Union dues. Nearly half a million American Ladies' Garment Workers enjoy these and other Union benefits. Why not you?

June 10, 1964

An Open Letter to Frank Martino

Dear Frank:

Since you have refused to give the Texas Director of our Union equal time to reply to all those things you told us when you made all those speeches a week ago last Friday, we're writing you this letter about some of the things you said in those talks you made. It looks like that writing you a letter and mailing a copy to the folks who work for you in Denton and Pilot Point may be the only way we have of setting the record straight.

First, we want to thank you, Frank, for reading off our names at the start of each of your talks. We did think you could have used a little nicer tone of voice when you read
our names. But, anyway, you let everybody know for sure who we were on the Union Organizing Committee. And by doing that, Frank, you saved us the trouble and expense of printing up a leaflet with our names and a picture of us at one of our meetings we had in mind getting out to let everybody know who is on the Committee.

We want you to know we didn't expect this help from you, Frank. And even though we sort of suspect you may not have meant to help us out when you read off our names, we want you to know we appreciate it. But the rest of the things you said in those talks, Frank! We can't say we appreciate all of those so much.

Gosh, Frank, you got so many things wrong in the rest of what you said that day in those speeches that it makes us wonder where and how you could be getting your information.

For one thing, you remember at one place in your talks when you mentioned us on the Union Committee, you asked, "What are they getting out of it?" Now, Frank, that sounded to us, and to a lot of the folks who work with us, like you were hinting we might be getting paid for being on the Union Committee.

If that was what you intended your question to sound like, Frank, whoever put that idea into your head must have been having a pipe dream. We want you to know that we haven't been paid—and we don't ever expect to get paid—one cent for being members of the Union Organizing Committee. The only reason we're on the committee is that we want the satisfaction of doing our best to help ourselves and the other folks who work with us get the Union in at Russell-Newman. And when we get the Union in we'll have a chance of starting to catch up on the better wages, benefits, and working conditions they have in the thousands of ladies' garment shops with Union Contracts.

Now that we've got that one straightened out, Frank, let's go on and straighten out a few more you got wrong.

Now, Frank, a majority has signed cards and well over a majority had already signed even before you got around to asking that question. We'd like to prove this to you by showing you the signed cards, but our Union has said that no one in management would ever see our cards—and our Union keeps its word. So, Frank, we'll just have to wait for the Labor Board Election to give you that proof. Then we expect you'll have plenty of proof of our Union majority.
As to your question about why we haven't yet petitioned for the election, Frank, we'd like to ask you a couple of questions right back. A question like why you are all of a sudden so interested in when we petition? And another question like could it be that you expected us to petition long before this, and when we didn't we messed up some plans you had for trying to beat the Union again? Plans like maybe you figured on hiring a lot of new workers who you might easily talk into voting against the Union even though you intended letting them go as soon as you could after the election was over. Wasn't that what you did last election?

If this happens to be the reason you're so interested in the fact we haven't yet petitioned for the Election, we regret to have to tell you we're not much sorry we messed up your plans. But if you're just frankly curious about why we haven't yet asked for the election, we'll be happy to give you a frank answer. Our answer, Frank, is simply that we, not you, will be the ones to decide when we should, or shouldn't, petition for the election. And now that you seem to be so anxious, we'll maybe want to hold back even a little longer to try to find out why? Or then again, maybe we'll decide to go ahead and ask for the election any day now. Either way, if you're still curious, we'll be happy to let you know.

Maybe you'd prefer for us not to have to write you at all and would change your mind about refusing to let a Representative of our Union make talks at your factories just like you did. Or if for some reason you don't like the idea of changing your mind and letting a Union Representative make talks to your employees like you did, maybe you wouldn't mind some of us, or even just one of us, on the Union Committee, reading off a little talk. Please let us know about this, and if it is all right with you we'll make the talks any time you say while your factories are working. And we'll even furnish our own tape recorder.

So we'll close, Frank, by assuring you that we wish you every good thing in life, including a bigger and better rocking chair when you retire. As for the rest of the folks who work for you and want the Union, we hope we'll have something a little better than a rocking chair by the time we retire—one of those Union-Made Pensions, for instance.
After all, Frank, if nearly a half million of our fellow ladies' garment workers who are in the Union are getting more of the better things of life because they have Union Contracts, WHY NOT US? We know, Frank, you'll be thinking this over.

Sincerely yours,

Russell-Newman Organizing Committee Members
International Ladies' Garment Workers' Union, AFL-CIO

June 24, 1964

Dear Frank:

After our Union petitioned the Labor Board for the election the other day, a bunch of us were sitting around talking and we got to wondering what you're likely be doing next.

And all of a sudden we found ourselves saying: "Why, of course! Good old Frank! Why, likely as not old Frank right soon now will be around paying a lot of us a neighborly visit in our homes. Just like he did last time--before the Union election. And if good old Frank can't make it around to see all of us himself, he'll likely be sending one of the other Company officials around to pay some of us a visit."

Now before you get us wrong, Frank, we thought it was right neighborly of you and Don to go around visiting all the folks who worked for you before we had the last election.

And even though we've missed seeing you in our homes since just before that election four years ago--and it does puzzle us a little bit about why the only time you get so neighborly is around Union election time--we want you to know if you come around to see any of us at home this time you'll be just as welcome as you would have been if you'd been paying us visits all along.

But if you do decide to come to see us this time, Frank--and we sure hope you do--we think it's only fair to let you know now that a lot of us are going to have a lot of questions to ask you.

We've already thought up a few of the questions we'll be wanting to ask you, and we want to let you know about them
in advance so you'll have plenty of time to be thinking up some pretty good answers before you come to see us.

On the next page, you'll see the questions we've thought up by now. But we can't promise you, Frank, that these will be all the questions we'll have thought up and want to ask you by the time you get around to paying us a visit.

Again wishing you the best of everything, including a pleasant new association with the thousands of your fellow garment manufacturers who already have contracts with our Union, we are

Sincerely yours,

Russell-Newman Employees' UNION ELECTION CAMPAIGN COMMITTEE, ILGWU

P. S. Frank, if you'll let us know a little ahead of time when you expect to pay us your neighborly visit, we'll have a chance to chain up the dogs, fix you some refreshments and try to make you feel right welcome. Also if we know when you're coming, we can make arrangements to have a tape recorder to take down your cozy little chat with us, including your answers to all our questions.

July 2, 1964

Union Election Campaign Committee, ILGWU
Newsletter

About our newsletters—This is the first of a number of "Newsletters" we expect to mail every Russell-Newman employee in Denton from time to time between now and the day of our Union Election. We are also mailing copies to the folks who work at Pilot Point so they, too, will have the News about our Union Election in Denton.

VOTE "YES"! A "YES" VOTE IS A VOTE FOR HIGHER WAGES!

Company refuses to agree to election at Denton factory, wants Pilot Point factory to vote in same election; Labor Board must now hold hearing and order election.---After our Union petitioned for the Election, the National Labor Relations Board asked both the Company and the Union to try to agree to a Consent Election, which would mean the Election could be helped very quickly. The Union was willing to agree, but the Company refused to agree to a Consent Election at the Denton Factory, saying that it wanted the Pilot Point factory to vote in the same election.
The Union wants the Pilot Point employees to have an Election, too—but believes Pilot Point workers should have a separate Election for their factory.

Because the Company has refused to agree to an Election for its Denton employees, the Labor Board must hold a Hearing and order an Election. This will take several weeks longer than it would have taken if the Company had agreed.

VOTE "YES"! A "YES" VOTE IS A VOTE FOR SICK LEAVE PAY!

Labor Board sets Hearing on Union petition for Election at Denton Russell-Newman Factory for 10:00 a. m. on Monday, July 20.

Yesterday the Union was notified by the National Labor Relations Board that the Hearing on the Union's petition for the Election at the Denton plant would be held on Monday, July 20, in Fort Worth at 10:00 a. m.

The Union, through its attorneys, is asking the Labor Board to hold the Hearing in Denton instead of Fort Worth and expects to have an answer on this request soon.

VOTE "YES"! A "YES" VOTE IS A VOTE FOR BETTER VACATIONS WITH PAY! WISHING YOU A PLEASANT VACATION!

Your Union Election Committee Members wish each and every one of the folks who work with us here and in Pilot Point a most pleasant and restful vacation.

By this time next year—God willing and enough of us voting "yes" for our Union on our Union Election Day—we can expect to have better vacations with more pay.

LET'S MAKE RUSSELL-NEWMAN 100% UNION BY ELECTION DAY!

July 23, 1964

Thank You Note to Frank Martino

Dear Frank,

After they got through asking you questions at that Labor Board Hearing Monday, and we got a chance to settle down and think things over a bit, we decided we had a couple more things to thank you for and that we'd better sit down and dash off this "thank you" note and mail it to you before it slipped our minds.
Actually, on the first thing we feel we should thank you for, we maybe should be thanking one of those two lawyers (you know, the one who talked so much) you hired to try to keep us from having our election at the Denton factory.

You remember when one of those times you were trying so hard to answer some of those questions that talkative lawyer of yours said you'd "gotten mixed up."

Well, Frank, it isn't exactly for his saying you got "mixed up" that we think we ought to thank that lawyer of yours. But his saying you were "mixed up" had something to do with it.

You see, it's like this. We'd been bothered about one of the other things you had said in those speeches you made back in May that we thought you had gotten wrong then--like you got so many things wrong then.

What we'd been bothered about, Frank, is what you said then about Mr. Newman not having to cut up those duster sets, and other things, to give us work, and that in a Union shop there wouldn't be anything like this, and Mr. Newman would send us home. (Those may not be your exact words, Frank. But that's the way we recall them. And that's what we took you to mean. You can check your tape recording to see if we got you right.)

Now we'd been giving a lot of thought to what you said about Mr. Newman laying us off, and we somehow just couldn't believe Mr. Newman actually said what we understood you to say he said. Well, we'd been mulling over what we ought to write you about this. But before Monday when your lawyer allowed as how you got "mixed up," we hadn't figured out a way to say what we wanted to say to you without giving you the idea that we thought you hadn't been telling the truth.

You see, Frank, some of us on this Union Election Committee have known Mr. Newman for a long time. And we know he has always been a fine Christian gentleman and a law-abiding citizen. And if what you said Mr. Newman would do to us if we went Union was true, it would hardly be a Christian thing for him to do. Besides, if he tried to take work away from us and lay us off for going Union he would be violating United States law. And that would hardly be something a law-abiding citizen like Mr. Newman would be doing, either.

So, Frank, when we heard your lawyer say Monday you'd gotten yourself "mixed up," we thought back to when you'd made those
speeches. And we remembered you were pretty excited when you made them and figured you'd gotten yourself a little bit "mixed up" then, too.

So we'll leave it like this, Frank. If you still want us to believe Mr. Newman said what you said he said about sending us home, how about getting Mr. Newman to tell us himself? If Mr. Newman doesn't tell us himself, we'll just write the whole thing off to your having been "mixed up" then and forget it happened.

Is that all right with you, Frank?

Patiently waiting for your replies to this and other letters we've sent you, we are

Sincerely yours,

Russell-Newman Employees' Union Election Campaign Committee,
ILGWU

P, S. Oh, yes! We'd almost forgotten about the other thing that happened Monday we wanted to thank you for. That was when we'd found out from you for the first time when you were testifying under oath that we can now transfer from Denton to Pilot Point (or from Pilot Point to Denton) without having to start in as a new hand at $1.25 an hour and spend two whole years working our way back up to $1.40 an hour.

It's a small thing, Frank. But when we add it to that 5% an hour raise you gave the Pilot Point workers right after the Union started in up there, and your painting our lunch room, and your putting up that "fire escape" sign that's always falling off over the window on the second floor,—we can see our Union is helping us, at least in small ways, already.

And we just can't help thinking, Frank, if the Union can be of even this little help to us before we win the election, how much more help it will be to us after the election is won.

RNE--UECC, ILGWU
July 31, 1964

Union Election Campaign Committee, ILGWU
Newsletter

Union sends telegram to Martino regarding Bennett's statements that the plant will close down and move material and equipment to another town if Union comes in.

Text of telegram sent to Martino:

Your agent I. B. Bennett, whom you had in attendance at the recent hearing, since the hearing has been advising employees on company time and on company premises that if the union comes in you will close the plant down and move the equipment and material to another town. Unless you disavow Mr. Bennett's statements we must assume that he is authorized to speak on your behalf. We request on behalf of the Union Election Committee the right to engage in pro-union campaigning on company time and premises to the same extent as Mr. Bennett's anti-union activity on company time and premises. We would appreciate your early response.

John Vickers MGR, ILGWU

VOTE YES! A YES VOTE IS A VOTE FOR A SOUND MEDICAL PLAN!

Martino disavows Bennett's statements and replies that company has no plans to close any plants.

Text of telegram received from Martino July 28, 1964:

In reply to your self-serving wire of 24th you are advised that Russell-Newman Mfg. Co., Inc. has no agent I. B. Bennett and are aware of no statements that we will close any plants of ours or move any equipment or materials. We have no plans at this time to close any plant. Equipment and material will be moved in the future as in the past for business reasons.

Frank Martino Russell-Newman

VOTE YES! A YES VOTE IS A VOTE FOR JOB SECURITY!

The Union protects the rights of employees to organize

By "self-serving" Martino means that the Union is serving the best interest of the employees. (For the telegram was
sent on behalf of the employees.) The Union sent the telegram to call Martino's attention to the fact that one of his employees was acting as if he were a supervisor or agent of the company by saying that the plant would close down and the equipment and material would be moved to another town if the Union comes in. The National Labor Relations Act states that employees shall have the right to form, join or assist labor organizations, etc., and makes it an unfair labor practice for an employer to organize into a union. This means that your supervisors can not lay you off, discharge you, place you on a harder job, or discriminate against you because you want to belong to a union. It also means that supervisors and company agents can't threaten to close the plant because of the Union. If they do, it is grounds for an unfair labor practice charge.

**Vote Yes!** **Vote Yes!** **Vote Yes!**

**August 12, 1964**

Questions for Frank Martino

A. Strikes?

1. How can the union call us out on strike without our consent?
2. If the union called a strike and we didn't consent to it, who would do the striking?
3. Don't you know there could never be a strike unless we voted for it?

B. Pilot Point Election?

1. How can you say Pilot Point is denied a vote? Don't you know the union will ask for an election as soon as enough employees at Pilot Point sign union cards?

C. Transfer of Work?

1. Don't you know it's against the law for you to quit transferring work from Pilot Point just because we have the Union in at Denton?

(If he says he doesn't know, tell him just to try it and see how quick we file charges to get pay for the work he cuts off.)
D. Company Go Broke?

1. How can you say your Company would go broke when Russell-Newman has more money than most of the 5,000 companies the Union has contracts with—and they're not going broke?

2. How can these Companies afford to give their workers more money and benefits and still stay in business?—And you can't?

3. Do you know we have financial information of Russell-Newman, and we know you could afford to pay us much more than you do and still make a good profit?

4. Can you explain why your garments sell in the stores at the same prices as Union-made garments made by people who get paid more than we do? So why would you have to raise prices when the Union comes in?

5. Don't you think a laborer is worthy of his hire?

E. Benefits?

1. If we don't need the Union, why haven't you?—Given your 20 years employees a retirement plan with pensions?
   Given us sick leave pay?
   Given us a better health insurance plan?
   Given us two weeks paid vacation?

F. Nardis?

1. We are told the owner of Nardis showed you the plans for a $750,000 new building. Why didn't you tell the workers you took to Nardis with you about this new building?

2. Isn't it true that it is against the law for the Union to tell you who to hire? Then why do you let on that we would have to work with colored people—unless you hire them?

3. If the Union causes companies to go broke, as you say it would for you, how can you explain the fact that Ben Gold, the owner of Nardis, invited the Union in to help him when he was in trouble and might have gone broke?

4. Why didn't you point out the fire escapes at Nardis—the kind that reach all the way to the ground?

5. Did you receive a telegram from our Union today asking you to give a committee time off at Union
expense to visit Union shops in Oklahoma and Kansas City?
Are you going to let a Committee get off to visit these shops?
(If he says no, ask: Frank, what are you afraid of? Are you afraid to let us see any really good Union shops?)

G. Fees?

1. Don't you know none of us who work here now will have to pay any initiation fees? That only the new workers you hire after we get a contract and who join the Union then will have to pay?

H. Fines?

1. Can you name a single member of our Union who has ever had to pay a fine?

I. Assessments?

1. What assessments would we have to pay? Can you tell us any time the Union has ever had an assessment the members had to pay?—That wasn't just a voluntary contribution?

August 15, 1964

Text of Telegram Sent Mr. Frank Martino on Wednesday, August 12, 1964 [Reprinted in Union Newsletter]

You have recently selected eight employees and taken them on a tour of the Nardis plant in Dallas. We would like to take these same eight employees, or others that we choose, on a tour of union plants in Oklahoma, Kansas City, or elsewhere. If you will release these employees for the necessary time, we wish all our expense to take these employees on this proposed tour. You will be welcome to come along at our expense.

You have recently posted anti-union bulletins and made another anti-union speech to your employees. Further, we renew our request for equal opportunity to reply on company time and premises to the misrepresentations contained in these recent communications to your employees.

John Vickers MGR, Texas District ILGWU
August 19, 1964

Excerpts from Union Newsletter

Proud of ILGWU Constitution.--We want Mr. Martino and all employees of Russell-Newman to know our Union has good reason to be proud of its Constitution which has been praised by many eminent jurists and other prominent Americans as being one of the best, if not the very best, Union Constitutions now in effect. The ILGWU has also been commended by many eminent Americans distinguished in Political life and the law for the democratic means by which its Constitution is drafted.

In this Constitution, I should like to remind Mr. Martino that our Union's Constitution has been drafted and amended over many years by delegates to many Conventions and has been approved by members in secret ballot, referendum votes.

Check with lawyer or judge.--I urge every Russell-Newman employee who will be voting in their Union election next week to read all of our Union's Constitution before the election. And if you know a lawyer or judge who would be interested in seeing it, please show it to him. I'm sure that after reading it he will agree that the ILGWU Constitution is a very sound, ably drafted, and well thought out document governing the conduct of our Union for the best interests and welfare of all its members.

August 20, 1964

Union Election Campaign Committee,
ILGWU Newsletter

Union Challenges Frank Martino
to Public Debate

Frank Martino, Vice-President
Russell-Newman MFG. Co.
Denton, Texas

Since you have failed to reply to our various communication during the past three months asking that you afford us equal time on your premises at our expense to reply to your numerous misrepresentations concerning this union and its
policies delivered by you to captive audiences of your employees, and since you have also failed to reply to our recent communications asking you to release a group of your employees to visit union garment shops in other localities for first hand comparisons of wages, benefits and conditions in these shops, we find it necessary to make still another effort to try to persuade you to afford all of your employees fuller information and undistorted facts so that they may be in a better position to make a fair judgement as to how they should vote in the forthcoming National Labor Relations Board election. We, therefore, request and challenge you to meet a representative of this Union in open, public debate to which all of your employees are invited at a mutually convenient time and place on or off the company premises on the issue of whether or not your employees should vote for this Union in the forthcoming election. We shall be pleased to meet with you at a place and time of your choosing to arrange the details of such a debate. Since not much time remains before the election, we trust that we will have your favorable response to this latest of our requests within the next twenty-four hours. [Telegram reprinted in Union Newsletter]

International Ladies' Garment Workers' Union, AFL-CIO
John Vickers, Texas District Manager

August 21, 1964

Union Election Campaign Committee,
ILGWU Newsletter

Company's Appeal to Washington Fails to Stop Labor Board from Setting Union Election in Denton for Thursday, August 27

High priced lawyers paid by the Russell-Newman Company with money that the Company could use better to give workers a bigger wage increase after the election have sent an appeal to the National Labor Relations Board in Washington in a last ditch effort to try to stop the Labor Board from holding a Union election at the Denton factory.

But despite this latest expensive effort by the Company to stop the election, employees saw yesterday on the notices
the Company was required to post that the Labor Board in Fort Worth has set Thursday, August 27 as the date for the Election. The election will be held on this date—unless the National Board has not acted on the appeal by that time or does not turn down the Company’s appeal.

**Thousands for Lawyers—Not a Penny for Workers**

This latest use of Company funds to pay lawyers to try to stop the Labor Board from holding the Denton factory election prompted one worker to exclaim: "It looks like the new slogan for Russell-Newman is—'Thousands for lawyers, but not one cent more for the people who work to make the money for them to pay the lawyers!'"

Another worker was heard to say, "They must be awfully scared the Union is going to win. If they aren't scared then why are they fighting so hard to try to get the election stopped."

**Company Has Thus Far Not Replied to Union Challenge to Debate**

Twenty-four hours have passed since the Union sent its telegram challenging the Company to debate. Thus far the Company hasn't replied.

The Union Committee and representatives have decided to give the Company another day to reply before commenting further on the debate challenge.

**WILL THEY DARE DEBATE?**

**VOTE "YES" A "YES" VOTE IS A VOTE FOR TRUE SENIORITY RIGHTS FOR ALL!**

August 24, 1964

Who do We Believe?

Thursday, we will vote.
How we vote will show who we believe about our Union!
If we vote "Yes" it will mean that we believe Lyndon Johnson, President of the United States of America.
Who—over many years has personally visited many union shops in the Ladies' Garment Industry and knows first hand how much our Union has helped and benefited the workers in our industry.
Who—as Senator, Vice-President, and President has spoken many times to conventions, meetings and commemorative occasions of our Union—and on each occasion has had nothing but the highest praise for the great things our Union has done for the workers in the ladies' garment industry—and

Who—as you will see from the reprint from our Union's newspaper attached just this summer spoke at one of the great commemorative events sponsored by our Union and, among many, many words of praise and approval of our Union said he is "a public official who admires your achievements of the past and heartily applauds your aspirations for the future."

But if we do not vote "yes" it will mean we believe Frank Martino, garment factory vice-president

Who—does not like our Union because he knows if our Union comes in he will have to give a fairer share of the Company's big profits to all of us who work to make the garments that make his big profits possible—and will not be able to keep so much for himself and the other owners of the Company,

Who—in speeches, letters and notices on bulletin boards has made so many misrepresentations, distortions and falsehoods about our Union, he has not dared meet a representative of the Union or even a committee of his own employees to answer questions which would give every worker a fairer picture of the true facts about our Union and why we need a Union at Russell-Newman and

Who—thus far has refused to meet our Union in open, public debate, which since the founding of our country has been the American way for Americans to seek out the truth—preferring, it would seem, to speak only to audiences of captive women workers who are not allowed to ask him even one question.

You be the judge—you decide—which man in telling the truth about our Union—President Johnson or Frank Martino?

VOTE "YES" VOTE "YES" VOTE "YES"

Russell-Newman Employees' Union
Election Campaign Committee, ILGWU
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