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Aspects of the history of the negro trade unionist in Atlanta 1933-1942

Walter Drake Westmoreland

Atlanta University

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ASPECTS OF THE HISTORY OF THE NEGRO TRADE UNIONIST IN ATLANTA 1933-1942

A THESIS
SUBMITTED TO THE FACULTY OF ATLANTA UNIVERSITY
IN PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR
THE DEGREE OF MASTER OF ARTS

BY
WALTER DRAKE WESTMORELAND

DEPARTMENT OF ECONOMICS

ATLANTA, GEORGIA
JUNE 1942
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CHAPTER I

INTRODUCTION

Atlanta, as the commercial, financial and industrial center of the Southeast, provides a magnificent laboratory for a study of the problems of organized labor in relation to the Negro worker. Negroes, comprising over one-third of the total population in 1940, have approximately 83.6 per cent of those over fourteen years of age employed on work other than public emergency projects. Of the Negro males over fourteen years of age, 80.6 per cent are employed while 86.8 per cent of the Negro females over fourteen years of age are employed. Negro male workers comprise 5.5 per cent of those employed on public emergency works with only 12.8 per cent of the total Negro labor force unemployed.

Purpose of Study.—It is the purpose of this study to see if this fertile source of labor supply has been integrated into the general labor movement in Atlanta and if not, the causes for its exclusion. The study is concerned primarily with the important trends and aspects of the labor movement in Atlanta for the past decade with special reference to the role of the Negro worker in these trends. It seeks to show what gains or losses have been experienced by those Negroes in the labor movement and the methods by which Negroes have entered or been excluded from organized labor bodies. By relating the post-N. R. A. history and experiences of the most important unions which have Negro members, the writer, without attempting to fully analyze these experiences, presents a study of the type and extent of Negro membership in organized labor in Atlanta.
Importance of the Problem.--There are two important trends which have occurred in the national labor picture within the past decade: one, the rise of a dual system of labor organization; the other, the decline in relative importance of certain types of occupations, namely the building trades. These two events are significantly related to a study of Negro workers and the labor movement. The first of these two trends has been of particular benefit to them, because in the struggle and competition of the C.I.O. and A. F. of L. for numerical and financial strength, these two organizations entered into hithertofore unrecognized fields of labor: namely, Negro labor and woman labor. The Negro has traditionally been on the "fringe" of our industrial system and only until this conflict occurred was he actively encouraged to unite himself with other labor groups.

The other aspect of the labor movement presents a more gloomy side of the picture. Negroes, since slavery, have had a long history of successful pursuit in certain of the building trades. But, as stated in a study of The Urban Negro Worker in the United States, 1925-1936 by the United States Department of the Interior, "recent pressures have led to a decline in the relative importance of Negroes in certain of the skills in the southern cities."¹ This study seeks to show the role of the Negro building trades worker in Atlanta relative to this decline and its possible future outcome. Other unions not connected with the building trades are presented in order that a complete picture may be presented.

Method of Procedure.—The information presented in this study is largely the result of first hand research and investigation carried out during the last four months of 1941 and the first four months of 1942. The field work consisted in interviewing labor union officials, members and persons connected with the labor union movement, attending labor union meetings, programs and conferences and in making general observations on the local labor situation. Contact was established with the majority of the unions, although some evaded investigation.

Additional information was gotten from current articles and newspaper clippings. This study follows the general pattern of other localized studies of Negro workers in organized labor. The following studies were especially helpful in organizing and presenting this study:

Leonard H. James - The Policies of Organized Labor in Relation to the Negro Worker in Atlanta 1869-1937 (Master's Thesis, Atlanta University, 1937.)

Kansas City Urban League - The Negro Worker of Kansas City, 1940 (Kansas City, Missouri, Kansas City Urban League, 1940.)


The writer is indebted to many trade union officials and others interested in the study. He is especially grateful to Mr. William Brooks of the Atlanta Urban League for assistance in contacting the various union officials and to Mr. Leroy H. Haynes, who aided greatly in collecting information on the building trades unions. Mr. William Y. Bell, Jr., Executive Secretary of the Atlanta Urban League, was very cooperative in extending the use of the files of the Atlanta Urban League to the writer.
CHAPTER II

THE BUILDING TRADES UNIONS AND THE NEGRO WORKER

This chapter is primarily concerned with the experiences of Negroes in the building trade industry in Atlanta. Particular importance is attached to these trades because they are among the oldest of the skilled workers organized. Negro artisans in certain sections of the South have had a long history of successful pursuit in these trades. Although recent pressures have led to a decline in the relative importance of Negroes in certain of these skills, colored mechanics still constitute a large part of the skilled workers in many areas.

In Atlanta Negroes have until recent years constituted a large part of the principal building trades. In 1910, of five trades studied, Negroes constituted from 19.3 per cent of the plumbers to 91.1 per cent of the plasterers. However, in 1930, the same five trades had witnessed a noticeable decline. (See Table 1, p. 5.) The carpenters dropped from 28.1 per cent to 23.6 per cent; the plumbers dropped from 19.3 per cent to 15.9 per cent; the brick and stone masons from 67.3 per cent to 54.9 per cent; the plasterers from 91.1 per cent to 89.6 per cent; while the painters were the only group to increase over this twenty-year period, increasing from 23.7 per cent to 30.3 per cent.

This chapter recounts the experiences of the most important of these building trade unions in an effort to account for this decline and its future outcome with respect to Negro artisans.
### TABLE 1

**NUMBER AND PER CENT OF NEGRO AND WHITE BUILDING TRADE WORKERS IN ATLANTA 1910-1930**

<table>
<thead>
<tr>
<th>Occupation</th>
<th>1930</th>
<th>1920</th>
<th>1910</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Negro</td>
<td>White</td>
<td>Negro</td>
</tr>
<tr>
<td><strong>Carpenters and Joiners</strong></td>
<td>533</td>
<td>23.6%</td>
<td>1703</td>
</tr>
<tr>
<td></td>
<td>1807</td>
<td>75.7%</td>
<td>1548</td>
</tr>
<tr>
<td><strong>Brick and Stone Masons</strong></td>
<td>358</td>
<td>54.9%</td>
<td>294</td>
</tr>
<tr>
<td></td>
<td>171</td>
<td>36.2%</td>
<td>387</td>
</tr>
<tr>
<td><strong>Painters, Glaziers and Varnishers</strong></td>
<td>406</td>
<td>30.3%</td>
<td>934</td>
</tr>
<tr>
<td></td>
<td>503</td>
<td>71.9%</td>
<td>160</td>
</tr>
<tr>
<td><strong>Plasterers and Cement Finishers</strong></td>
<td>472</td>
<td>89.6%</td>
<td>55</td>
</tr>
<tr>
<td></td>
<td>185</td>
<td>91.1%</td>
<td>18</td>
</tr>
<tr>
<td><strong>Plumbers</strong></td>
<td>98</td>
<td>15.9%</td>
<td>519</td>
</tr>
<tr>
<td></td>
<td>419</td>
<td>80.6%</td>
<td>71</td>
</tr>
<tr>
<td><strong>Latherers</strong></td>
<td></td>
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*No figures available.*
International Brotherhood of Carpenters and Joiners.--

After the failure in 1924 of the Negro carpenters to benefit by joining the white local in Atlanta, no attempt was made at unionization again until 1934. At that time, through the efforts of the Secretary of the Atlanta Urban League and the president of one of the local colleges, Local 1264 was formed, but shortly after its beginning certain internal disturbances caused its discontinuance.

The nature of these disturbances may be gathered from the minutes of a carpenters' meeting called in March, 1935 in answer to a letter sent to members of an independent Carpenters' Association formed in 1934. A portion of this letter follows:¹

A number of jobs will be opening up in a few weeks that we as carpenters should be prepared to secure. There are many problems facing us in regard to these jobs that must be met if we expect to secure as much employment as is due us.

A discussion of the conditions of employment brought out the fact that only union men were being hired on government projects and there was little or no possibility of work for non-union mechanics. Although such a situation existed, the past union experiences of most of the members present at this meeting had been of such a nature that the majority were opposed to unionization. The general opinion was that Negroes were required to pay the same fees as whites, but never received the same treatment with reference to jobs as whites; that great promises were made but no benefits were realized and that union membership was desirable only as a last resort to get a job.

¹Letter sent by the Atlanta Urban League to all unions affected by the building of the housing projects in Atlanta. March, 1935.
The dissention and opposition caused by the two opposing factions among the Association members caused many of the carpenters to lose heart and faith in organization, and in June of the same year only four members were present at the regular meeting of the Association.

It was not until November 1939 that another attempt was made at unionization of the carpenters. At this time it was brought to the attention of certain of the carpenters that because of contract agreements, work on various federal projects within the city would be granted only to union labor. It was also brought to their attention that the fact of discrimination against Negro craftsmen was recognized at the outset of the construction of Federal Housing Projects and attempts to protect these craftsmen had resulted in the placement of a clause¹ in the contract which guaranteed to Negro craftsmen a certain percentage of the total payroll of craftsmen.

It is interesting to note here that the structural organization of the A. F. of L. is such that a group seeking a charter within an area must receive it through the existing local union in that area. This fact played an important part in the organization attempts of the Negro carpenters.

¹This clause taken from a pamphlet on rules governing construction of federal projects reads as follows:

Discrimination -

For the purpose of determining whether discrimination had been made in regard to Negro labor in violation of the provisions of section 43 of the general condition, it is hereby provided that if the contractor pays to the Negro skilled labor at least 20% of the total amount paid in any period of four weeks under the contract for all skilled labor (irrespective of individual trades) it shall be considered a prima facie evidence that the contractor has not discriminated against Negro labor. For the information of the contractor these percentages are based upon percentages of Negro skilled and unskilled building construction laborers employed in the city of Atlanta, Georgia, as reflected by the 16th U. S. Census 1939, (Project No. Ga. 6-3) Capital Homes, at Atlanta, Georgia, U.S.H.A., Nov. 15, 1939, Section 10, pp 3-10.
The existing local (white) told the Negro carpenters that a charter would cost $110. Later information proved that a charter costs only $10. The balance was evidently the agent's "fee" in this particular case. Even after the $110 was paid, it was a month before the white business agent could be found in order to get the charter and it was April 1940 before full credentials were obtained for unionization. One pretense followed another in the efforts of the carpenters to get these credentials. The white business agent on several occasions was out of town, at another time the delay of credentials was due to the slowness of the national offices. A check-up on this statement revealed that the desired credentials from these offices had reached Atlanta a month before. When the credentials finally arrived they could not be bonded because the business agent had "sent his clothes to the cleaners with the bond certificate in them." Nothing further could be done until another certificate was received from Indianapolis.

The story does not end here. Now that the carpenters were unionized and eligible for work, more barriers appeared. In the attempts of the colored business agent to secure work, he ran into refusal after refusal, delay after delay, in his efforts to contact the contractors. (See Appendix A) In contacting various construction companies he was either denied entrance, told that the work was almost complete, that Negroes could not be hired just then, or that the Negro carpenters were not organized soon enough to begin work when construction began. The most frequent answer to his request for employment was that the white business agent would have to approve all of the
union carpenters hired. This business agent had already said that he was business agent for the white local and not for the Negroes.

The regularity of this answer seems to suggest collusion beforehand between the white business agent and the contractor.

In the meantime construction of the projects had progressed and in some instances white labor had been called in from out of the state.

The lack of Negro skilled labor in the construction of the housing projects was so obvious that people other than union mechanics noticed it.

Facing complaints and conflicting views an attempt was made to get at the truth of the matter. Dr. Robert C. Weaver of the United States Housing Authority came to Atlanta and the Negro business agents were able to secure his cooperation. An attempt was made by the Secretary of the Atlanta Urban League to ascertain the number of men in the various crafts who were available for work on the projects. This information was conveyed to Mr. O. I. Freeman, Construction Adviser of the United States Housing Authority, asking for further information. The letter stated:

I understand that there is a non-discrimination clause in the contract for the construction of the new housing projects, including Capitol Homes Project. I understand that the clause guarantees to Negro craftsmen a minimum of 20% of the total pay-roll for craftsmen. The Negro carpenters, painters, and brickmasons have been complaining about the difficulties which they experience in getting work on these projects. This is especially true in the case of the brickmasons and carpenters. In investigating the complaint, I find that there are only 23 Negro brickmasons working on these projects. The leaders of Local 9 assured me that there are approximately 100 Negro brickmasons
available for work on the projects. They point out that instead of employing more Negro brickmasons, white brickmasons have been brought in from outside the city and state to work on these projects. They contend that the share of Negro brickmasons in the work is far below the number which is required in order that they may reach their share of the pay-roll as required by the non-discrimination clause in the contract.

I also find that the Negro carpenters have received their charter and are now ready for work. There are eleven members in the union at the present time, but there are three times that many who are really available for work. Up to the present time no Negro carpenter has been employed on the projects - as you no doubt know.

In view of the non-discrimination clause in the contract, we are expecting the Negro craftsmen to begin an opportunity to secure their share, i.e., a minimum of 20% of the total payroll for craftsmen.

If we are misinformed regarding the situation, we will appreciate the correct information. I know that there is a great deal of dissatisfaction on the part of Negro craftsmen in the city regarding the matter.

The answer to this letter was as follows:

For your information, a thorough investigation of this subject has been completed by the local Housing Authority and Dr. Weaver and this investigation disclosed no evidence of discrimination.

Since J. B. Blayton evidence sufficient interest in this matter to spend considerable time with Dr. Weaver and acquaint himself with the facts in the case, I suggest that you contact him and determine the true status of racial relations insofar as the Atlanta Projects are concerned.¹

At the meeting to discuss the contents of this letter, it was found that Mr. Blayton and Mr. Weaver had not endorsed the report maintaining that no discrimination existed on the local projects. The figures confirmed by these two men

¹Letters taken from the files of the Carpenters' Association.
had shown the opposite to be true. This misinformation was probably the result of a too general interpretation of the facts as presented by the leaders and the fact that occasionally when Negro mechanics had been requisitioned the union was unable to furnish workers.

Later a few of the carpenters were employed on the Federal Projects, but not in the proportion as designated by the clause in the housing contracts. (See Appendix A)

This situation has caused the union to remain at a virtual standstill since its organization. The unemployment and movement down the occupational ladder of those in this occupation tends to discourage young men from attempting to secure the requisite training for this trade. Although the union is allowed one apprentice for every ten journeymen, they have no apprentices. The president of the union stated that the average Negro high school graduate was not interested in mechanical trades, but turned toward professional pursuits. He stated that this situation would probably result in the dissolution of the union within the next 25 years for want of qualified members. In addition to this cause of decline is added the lack of vocational education facilities for Negro workers. But this account will not analyze the social and economic factors underlying this discrepancy.

The attitude of the present members is that the union is "all right," but that carpenters outside of the union refuse to come in for four reasons: one, they do not understand the purposes and principles of unionism; two, some are unable to

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1 Interview with Mr. S. L. Vaughn, President of Local 552, November 18, 1941.
pay the initiation fee of $40 and the monthly dues of $1.50; three, some workers feel that they would not qualify for the standards set up by the union; and four, some feel that they can do better bargaining as individuals.

Wood, Wire and Metal Lathers' International Union.—The lathers' union, Local 234, was organized in 1907 as an affiliate of the A. F. of L. Composed of thirty colored and twenty white members, the union is at present one of the few mixed unions in the city of Atlanta. All of the officers in the union are colored with the exception of the recording secretary and two representatives on the executive board. The union is affiliated with all the central bodies in the state. The local has two white representatives to the Atlanta Federation of Trades and two colored representatives to the Atlanta Building Construction Trade Council. Having a district council covering the state, union members are able to work anywhere within the state without a transfer from local to local. The lathers' union is the only predominantly colored local having a full-time business agent who receives 2\% of each dollar made by members.

The union is at present composed of 35 metal lathers and 15 general lathers who do both wood and metal lathing. There are about 150 non-union lathers in Atlanta who control residential jobs, but all heavy building construction is done by union labor in contractual agreements with the Plasterers Contractors Association.

In 1940, the union wage was $1.25 per hour.\(^1\) The business

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\(^1\) Interview with Mr. W. P. Smart, A. F. of L. organizer, April 28, 1942.
agent of the union, Mr. W. P. Smart, had all of the union members to ratify an agreement for a 25 cents raise to go into effect within 60 days. This agreement was sent to various contractors who were asked to confirm the receipt of the above agreement by signing it. Then Mr. Smart took photostatic copies of the acknowledged agreement and sent them to the United States Department of Labor, the United States Housing Authority and the National Labor Relations Board. These agencies accepted the agreement as in force and the specified 25 cents raise is now in effect. Mr. Smart said that before this, the union had tried to get the contractors to sign a contract with the union but the efforts had failed, so this method was used just as effectively as though the contractors had signed a contract.

During the building of the present plant of Clark College in Atlanta, Georgia, the lathers called a strike against the contractor for a jurisdictional claim against the use of common laborers to put down flooring. Although some of the unions working on the job refused to join them, the white plumbers' union and the colored cement finishers' union went on a sympathy strike with them and the contractor was forced to sign an agreement with the lathers giving the union all of his lathing construction work. This agreement is still in effect. The lathers have had only two strikes during their history, the one mentioned above and one at the Techwood Housing Project. This last mentioned strike was over a jurisdictional claim against the carpenters as to which union would build the metal bases for the houses. Although the union lost this strike, they were later granted the right to build these bases on other projects. It is the general policy of the union to join all unions in
sympathy strikes if it is for the betterment of the workers.

These strikes indicate the technological changes which have altered the lines of demarcation between crafts due to the introduction of new methods, materials and tools. This change is also noticeable in a large proportion of metal lathers in the union where once wood lathers dominated. These changes have so integrated the steps of building construction that "jurisdictional claims" have become a by-word of unionism.

Negroes have not been able to keep up with these technological changes because of the lack of vocational training for Negro workers. The number of young Negroes in these trades is painfully obvious.

**International Association of Plasterers and Cement Finishers.**—The present local of the International Plasterers and Cement Finishers was organized in 1900 as Local 148 of Georgia.\(^1\) It is the oldest of the organizations among colored workers and has had a prosperous history. Its present representative to the Atlanta Federation of Trades states that the union has assets amounting to about $15,000 and a membership of about 150 regular members, the membership varying according to the number of plasterers working on local jobs.

This union has control of jobs calling for plasterers within the city, and because of its two-thirds Negro membership has been able to maintain its control of the offices of the union.

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\(^1\) There is a detailed account of the history of this union in Leonard H. James. "The Policies of Organized Labor in Relation to the Negro Worker in Atlanta, 1869-1937", cited above.
In 1940 the white plasterers of the union hired a lawyer and tried to get the Local to grant them a separate charter on the grounds that Negroes were not qualified to preside over white workers, and that they could get contracts and conditions that Negroes could not. The union was able, however, to prevent this move and the Local remained intact. Experience has proven that when the whites get separate charters, they soon cut Negroes out of the better jobs and control the employment of workers in that particular field of labor. Mr. J. S. King, one of the union officers, said that whenever there was to be an election of officers, colored workers from all over the state came in to the meetings just to prevent the splitting of the Local.

Since 1937, without resorting to strikes, the union has been able to raise its wages from $1.00 to $1.50 per hour, and to keep its members continuously employed. Strikes are not resorted to because the union officials feel that it would not have the complete support of its membership and of other labor groups.

These last two unions are indicative of the benefits which can be derived when Negroes and whites work together rather than against each other. Although there is dissention within the union, it has not tended to destroy the benefits of unionization, or to put either group in such a position that one is excluded while the other controls the employment in the trade.

Brotherhood of Painters, Decorators and Paperhangers.— After the failure of the colored painters' union in 1920, for fourteen years the painters met as an independent association.
In 1934, because of the growing need of painters for work on the federal projects, an attempt was again made to organize the colored painters. The organizers' efforts were resisted strenuously by the existing white local, who felt that there were not enough jobs for both white and colored union painters. This resistance took many forms: one of the colored painters was accused of communism; responsibility for granting a charter was shifted from the district council to the existing local to the national headquarters with no agency assuming full responsibility; and it was claimed that many of the colored workers were unqualified for union work. When the national headquarters was appealed to, it stated the age-old rule of craft autonomy and jurisdictional rights of existing locals. This action so discouraged the colored painters that no further effort was made to organize until 1937.

In 1937, Mr. H. A. Sayles and Mr. C. W. Weaver and other local painters were able to organize a group of the colored painters and get a charter for a local. This local was to be an independent body, but it was to have the same business agent as the white locals. This agent's job was to secure employment for all unions, the colored Local 102 and the four white locals. To offset the damaging effects of this arrangement, the colored local selected their own business agent to contact the various contractors and secure jobs for the colored painters.

At the present time the union has about 39 members, most of whom are regularly employed. An initiation fee of $100 is charged and $2.50 a month dues. Fifty dollars of the initiation fee is paid to the district council, a portion of which goes for
the salary of the business agent of the painters' local.

The union was able, in 1941, to get the general convention, meeting in Ohio, to pass the following section:

Section 150 gives the General Executive Board power to organize, in localities where they deem it advisable and where existing district councils and where existing locals fail or refuse to organize, workers eligible for membership in the organization.

This section should enable future unions to avoid the difficulties of organization which were experienced by the colored painters of Atlanta.

There are 150 first class painters in Atlanta, working for real estate people, who are eligible for membership in the union, but opposition to Negro union painters has been so effective that these painters have refused to come into the union, feeling that better returns existed for their labor outside of the union. Such a situation has destroyed some of the effectiveness of the union as a bargaining agent for other than government jobs.

There has been increasing signs of more and more dependence of these workers on government projects. This is only indicative of the trend of many workers to look to the government as an employer rather than to private employment. This trend cannot be indicated here, but is important that it be noticed because of its beneficial effects on the employment of Negro labor.
Bricklayers, Stone and Marble Masons, Tile Layers and Terrazzo Workers.--The brickmasons' union of Atlanta has had a long and hectic history. First organized in 1899, they dissolved after a few years as Local 6 because of the unfair competition of the white local which had been granted the privilege to organize by the Negro union. Up until 1928, the colored brickmasons worked on an open shop basis which caused the white local to dissolve. In 1928, another mixed local was formed, but again dissatisfaction with the union caused the colored artisans to work on an open shop basis, and not until 1934 were there any attempts to organize these workers, although a few of them remained in the local formed in 1928.

The present union is the result of the jobs opened up to Negro brickmasons on federal projects built in Atlanta. These workers felt the need of a unified body to attain a fair proportion of the construction work on these projects. Some of the local building trade unions were largely responsible for a presidential order against discrimination which granted Negro workers a proportionate share of the work on federal projects. The Negro brickmasons have, in some instances, gotten as high as 40% of these jobs because of the lack of other skilled Negro mechanics.

There are at present about 54 active members in the Negro local of the brickmasons out of approximately 150 in the city, and about 300 out of approximately 400 in the white local. These two unions bargain separately for employment, but under the laws of their international, each union has the right to work under the contract obtained by the other. The two unions have signed contracts with about 20 of the local contractors.
and work together on federal jobs under these contractors.

The union scale in 1934 was $1.12\frac{1}{2}$ per hour. In 1936 it went to $1.25$, in 1938 to $1.37\frac{1}{2}$ and at present is $1.50$ per hour. The increase to $1.37\frac{1}{2}$ in 1938 was objected to by the Negro members because of the fear that it would call in white brickmasons from surrounding cities who would force Negro unionmen out of work. The increase in 1941 to $1.50$ was opposed largely by the white workers who feared that it would cause a slump in private construction. This did not happen, however, because of the influx of numerous federal projects which employed most of the workers available.

Mr. A. Jette, business agent of Local 9, said that there did occur a slump in private construction, but it was due to priorities on material rather than the increase in the cost of labor.

There are possibly four reasons for the small proportion of Negro brickmasons organized in Atlanta. The first is the sub-contracting of many of these workers for less than union scale wages; the second, a large number work for the contractors who have not signed agreements with the union; the third is the fear that the union will not furnish continuous employment; and the fourth is the lethargic attitude of Negro brickmasons toward unionism caused by the discrimination of the white unions and employers.

An interesting sidelight is the fact that the existence of two locals in the city has caused the use of more Negro foremen than ever before. When both locals are hired on the same job, usually a separate foreman is appointed over each group.

The union has had only one strike during its history. This was against the use of non-union labor in the construction
of an office building in Atlanta. The union is reluctant to strike because sometimes sympathy strikes have been called by the white unions only to procure the jobs of the Negro artisans.

International Hodcarriers, Building and Common Laborers.—The International Hodcarriers' union of Atlanta, Local 438, was formed in 1935 and had over 700 members, 250 of whom were white. At the present time, this number has decreased to about 500. Two hundred are regular members and 300 of them are working on permits. The union which once had all Negro officials has no officers now other than a white supervisor appointed by the International office. This is a temporary arrangement until an election can be held to fill the officers' positions.

During its brief history the union has had three strikes, all against the use of non-union laborers by certain contractors. During two of these strikes, all unions came out on a sympathy strike with the hodcarriers. The last of the three strikes was lost for lack of support of the other unions.

The main purpose of the union is to improve the working conditions of the members. The supervisor of the union states that the use of non-union labor for lower wages and longer hours has made this job almost an impossible one. The average wage of the union is 45 cents, varying according to the type of labor performed. Outside workers are charged $3.75 for permits and regular members $12.50 for initiation fees and $1.25 per month for dues.

Summary.—The decline in the importance of the Atlanta Negro building trade artisan is consistent with the national picture of the Negro construction worker. A study of The Urban Negro Worker in the United States, 1925-1936 by the United

States Department of the Interior states that the economic depression has occasioned an occupational shifting of Negroes from the building trades to other occupations, this loss not likely to be replaced.

There are many factors which have contributed to this decline. The most important is technological changes which have altered the processes of building construction. For all practical purposes, building trades unions have ignored the implications expressed in the doctrine in 1935 of Dr. George Otis Smith of the United States Geological Survey, who states: "The entire framework of our civilization is being changed from wood to minerals as the end of our forest reserves comes into view and as modern machinery makes it possible to build more durably of sand, stone and clay of which there is no end."

Prefabrication and metal parts have been substituted for the old type carpenter who made parts while on the job. The work has become integrated, while the workers have remained as separate units. The increasing use of "jurisdictional claims" is indicative of this change.

Negro workers, more so than white workers, have not been able to keep up with these changes and have gradually been pushed further and further out of the trade. Because of lack of apprentices and lack of vocational guidance they have not been able to train young men to replace their losses. The lack of younger men in the trade unions in Atlanta is painfully obvious.

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Herbert Harris, *American Labor* (New Haven, 1940), p. 159.
As one union member rather gloomily summarized this picture, "this union will die out in 25 years for lack of members."

Another reason for the decline in the number of Negro building trade artisans in Atlanta is the persistent and strenuous opposition of the white unions. Economic and race motives cause them to, by secret or open agreement, to oppose any effort of Negro mechanics to become an integral part of the local labor movement. Only two of the Negro building trade unions have a history over ten years old. These two have a majority Negro membership, and by diplomacy and shrewdness have retained control of these unions. The unions of painters, carpenters, brickmasons and others have been organized only for short periods of time, the carpenters having been organized three times in the last eighteen years.

Only when the Negro has a majority membership has he been able to bargain effectively. Minority memberships experience difficulty in getting employment even when there are shortages of labor. They are discriminated against as Negro workers and as unionmen.

The difficult experiences of the building trade unions, however, cannot be attributed solely to outside opposition and influences. Possibly just as an important factor is within the workers themselves. Persons interested in organizing these workers are faced with an almost total lack of understanding of labor union principles and practices. Then there is the indifference to the intangible benefits of organization. This chapter has not attempted to analyze the socio-economic causes underlying this lack of understanding and distrust of the labor
movement, but merely to present a factual picture of the result of these causes.

It is interesting to study along these same lines some trades not connected with the building trade industry. Chapter III will present a brief study of these unions.
CHAPTER III

THE EXPERIENCES OF NEGRO WORKERS IN UNIONS NOT CONNECTED WITH THE BUILDING TRADES OR THE CONGRESS OF INDUSTRIAL ORGANIZATIONS

This chapter is concerned mainly with the actual experiences of various affiliated and independent locals with Negro members in the city of Atlanta. Their experiences in organizing and their difficulties after organizing are presented in an effort to give a general picture of these locals' place in the labor movement.

Unions have been selected in which Negroes hold membership, as independent groups, as subsidiary groups and as mixed groups. The presentation is both a picture of the external conflict with employers and the internal conflict within the unions.

The material presented is the result of interviews with persons directly connected with these unions and reflects to some extent their personal experiences and evaluation of union activity. This chapter does not include all of the unions in the city, but incidents will be given which are characteristic of the general labor picture.

It might be well to point out here the ways in which Negro workers may become members of labor unions, although the use of separate locals is the predominant device in the South. These methods are: one, direct application into a mixed local; two, transfer from out-of-town locals; three, being charter members; four, being employed when a shop is organized; five, forming an auxiliary local to the white local; and six, as a special federal organization.
United Garment Workers.—After the failure of the garment workers' union organized in 1935, no attempt was made at organization of the garment workers until 1941. Then the existing white local encouraged the workers of the Pioneer Clothing Company to organize and affiliate with the national organization. The colored workers of this plant were able to get the local arbitration board to take a vote and the union members won by 127 to 80. After organizing as Local 29 under the presidency of the white local, the union was able to get a contract with the company granting seniority rights. This is mentioned because it has a bearing on the events which followed.

Soon after the union was organized, the plant employed a new superintendent who attempted to reorganize the workers on coveralls on a straight-line basis. Following this the workers found that the coveralls were not being made correctly and that some were coming out mismated. They complained to the superintendent who told them to go ahead, that it was all right. They took their complaint to the white president of the union and still nothing was done.

The company had, at the time, a contract for coveralls with the local Sears, Roebuck Company. The superintendent then announced that because of the bad work, Sears, Roebuck Company had cancelled their contract and that the persons making coveralls were no longer needed. These workers numbered about 86, many of whom had worked at the plant for 15 to 20 years.

These 86 women complained to the union officials, and up to date nothing has been done to restore them to their jobs, although many of them had taken an active part in union activities.
It is rumored, although no evidence has been found, that the contract was not cancelled but the work of making coveralls for Sears, Roebuck Company was shifted to another plant employing whites. If this is true, then the union was used as a subterfuge to get the colored workers out of their jobs and to shift their work over to whites.

It appears that the union officials and the company worked together on this matter since the union has done nothing to help these unemployed workers. The colored workers can only assume that the facts mentioned above are true, but they do indicate the practices of opportunism used by white union groups. This condition has discouraged the members of the union and at present it is relatively inactive.¹

Chauffeurs' and Helpers' International Union.—The drivers of the Atlanta Sanitary Department, members of the Teamsters' union, found that in order to further their own demands it was necessary to have their colored helpers organized. They encouraged the helpers to ask the city for a raise in pay of $.50 which would raise the pay to $3.00 a day. When the colored helpers presented their demands to the Department, they were told that if they were not satisfied and wanted to strike, the Department would replace them with 300 other men who would gladly work for the present salary. The drivers then retaliated with the threat of a strike if these men were replaced. The Department held firm and the drivers and helpers went on a strike which lasted about six days.

¹ Interview with Mrs. Irene Hendricks, one of the union members who had been fired. January 3, 1942.
During the strike, several interested persons attempted to organize the helpers into a union. Several meetings were held before the men decided to join the Chauffers' and Helpers' union, Local 450 affiliated with the A. F. of L. This union has jurisdiction over taxi drivers, sanitary drivers and helpers and chauffers. Separate meetings are held for colored and white members of the local. The union has gotten a promise from the Sanitary Department of another raise to go into effect in July, 1942 and is at present attempting to get civil service ratings for the drivers and helpers. This would give them much greater job security and a pension after the age of 64. Despite these gains, the colored workers are at present relatively inactive in the union because of lack of interest in union activities.

International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers—In 1934, the colored stationary firemen and oilers, employed by the Southern Railway Company, in order to prevent the replacement of colored workers by white workers were organized by Mr. Emmet Frazier, Mr. Robert James and Mr. Ollie McDaniels. While attempting to organize these workers, these men were bitterly opposed by the white machinists and helpers working in the shop with them who wanted to control the employment within the shop. Starting with twelve men, however, they applied for a charter as an affiliate of the Railway Employee Department of the A. F. of L. and Local 598 was set up within the shop.

Interview with Mr. E. Frazier, Business Agent of Local 598, February 27, 1942
Their first bargaining efforts resulted in an agreement with the company granting them seniority rights and time and a half for overtime. From 1934 to 1941, the union worked toward improving the working conditions in the shop and increasing their wages and was, during this time, granted a five cents raise. In June of 1941, the employees proposed a thirty cents increase in wages subject to the provision that no employee should receive less than 70 cents an hour.

After failure to reach an agreement on this raise under the negotiation and mediation of the Railway Labor Act on this proposal, the President of the United States on September 10, 1941, pursuant to section 10 of the Railway Labor Act, appointed an Emergency Fact-Finding Board to investigate and report concerning the dispute. This Board on November 5, 1941 filed its report with the President, but the recommendations therein were not accepted by the labor organizations involved. The Board was reconvened by the President, and on December 1, 1941, the Board was able to get the union organizations to agree on the following rate: that effective December 1, all hourly, weekly, daily, monthly and piece-work rates of pay be increased by the amount of ten cents per hour so as to give effect of this raise irrespective of method of payment. A minimum rate of 46 cents per hour was established minus any reasonable deduction for board, lodging or other facilities furnished by the company. The compensation of employees covered by this agreement was increased retroactively for the period from September 1, 1941 to November 30, 1941, both inclusive at the rate of nine cents per hour, except in those instances where they received less
than 36 cents an hour, in which case they were paid in addition such amounts as to make their pay 45 cents an hour during this period. The agreement covered fourteen cooperating labor organizations on thirteen railroads.

In the action for this raise, the various unions, white and colored, worked together. A strike ballot was issued which over 90 per cent of the workers signed and which was used as a threat to the company in getting the raise.

At the present time, there are about 75 men in the union. They constitute about 68 per cent of those organizable. The union has all colored members, the white helpers having a separate union under the jurisdiction of the white machinists. Negro helpers are not allowed to become machinists but must remain helpers.

The unions in this shop are at present attempting to get a closed shop agreement with the Southern Railway Company. 

Gate City Teachers' Association\(^1\).--The teachers' association which was formed in Atlanta in 1928, after two years of organization, ceased to function because of the lack of understanding of the labor movement and dissention within the union. In 1940, Mr. J. B. Prather, the first organizer, again approached the teachers of the Atlanta Public School system relative to organizing as an association. Feeling that organization would help litigation in the fight for equalization of teachers' salaries within the Public School system, he appealed to Mr. C. L. Harper, principal of the Senior High School in Atlanta, to allow such an organization to be formed. He was able to get about 175 of the teachers to join the union and become affiliated with the American Federation of teachers as Local 127.

\(^1\)Interview with Mr. J. B. Prather, President of Teachers' Assn.
After organizing, the union contacted the Atlanta Public School Teacher's Association and the Atlanta Federation of Trades in an attempt to get these two organizations to assist the colored teachers in their fight for equal salaries. Both of these organizations promised to help the colored association, but as yet have done nothing material to further the efforts of the colored teachers. This indifferent attitude of the white teachers and labor leaders has been one of the most discouraging factors in organizing the local teachers. Mr. Prather said that this fact, in addition to the lack of understanding of the teachers of the general labor picture, makes the job of organization a very difficult one.

At present the union has about 300 members or about 90% of those organizable. The union is a member of the American Federation of Teachers and the American Federation of Labor.

No initiation fee is charged. Dues are only fifteen cents per month.

International Laundry Workers' Union\(^1\).—Feeling the need of union organization on the inside of the plant in order to get their own demands, the laundry drivers of the Atlanta Laundries, all white, who were members of the teamsters' union actively encouraged the inside workers to organize. Through their efforts, the Negro laundry workers of the Gold Shield Laundries in July of 1941 made attempts to get a union started. Their activity came to the attention of the white workers. On July 20 at a meeting of about 75 of the Negro workers, the

\(^1\) Interviews with Mr. William Moseley, President and Mr. John Glenn, Secretary-treasurer, of Local 218 during the months of February and March, 1942.
charter for Local 218 of the International Laundry Workers’ Union was paid for. The whites formed a separate local, 214. In August the number of members had increased to about 1,000 Negroes and 250 whites. From these groups a negotiating committee composed of three colored and three white members was chosen to draw up a contract to be presented to the company.

Before organizing, the workers were paid either by the week or by the pound or piece. Using this method, the company worked those paid by the week an indefinite number of hours ranging as high as 72, using those paid otherwise for much shorter periods. No wage scale existed and it was against this that the efforts of the negotiating committee were mainly directed. The contract presented asked for a nine hour day, holidays with pay, for a minimum wage scale, rest periods with pay, a rigid work week, closed shop and the check off system.

The strength of the two unions was such that the contract was accepted almost without change, the union compromising on a 50 hour week with the other clauses being accepted per se.

Although the colored union was supposedly a separate organization, in its early stages a white organizer was appointed as supervisor. This supervisor conducts the business of the union, collecting its money and paying its dues, banking what remains for the colored local, although the union has its own president and treasurer.

In February 1942, the Vice-president of the International union suggested that the two unions consolidate and although it was detrimental to the welfare of the colored local, the organizer was able to get the union to vote for the consolidation. However, at a later meeting when the organizer was
absent, the union by a large majority voted against such a consolidation. The white officials was so sure that the consolidation would go through that arrangements for a joint office had already been made and the colored business agent persuaded to sign a lease for such an office.

The President of the colored union, a young man about 21 years old, stated that such a consolidation would mean that through the use of separate meeting places, the white members would control the offices in the union, allowing two colored representatives to participate in the business of the consolidated union. Thus the strength of numbers and financial strength of the colored members would be controlled by minority white group.

Local 218 then sent a counter-proposal to the officials of the international which was rejected. The officials then presented their final proposal to Local 218. Acceptance of the proposal was virtually forced on the union and at the present date preparations are being made for the joint office of the locals. The business agents of Local 218 and Local 214 will be paid $35 a week and the President of Local 218 is to be given a job on the joint board at a salary of $20 per week.

This union is particularly interesting because of the method of control used by the organizer. With no affiliation except as supervisor, he has been able to stalemate all efforts of the officers of Local 218 to run the affairs of the Local.

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For a complete history of this situation up to May 16, 1942, see Appendix B.
The consolidation proposal was forced on the union regardless of the desires of its members. The officers and members realize the advantage of combining the forces of the two unions for strength as a bargaining agent, but their distrust of the manner in which this combination was procured makes them wary of the proposal for consolidation. It is feared that only the financial and numerical strength is desired by those proposing the consolidation without a proportionate share of the administration of the union's affairs. (For full history, see Appendix B)

Questioned as to the attitude of the members of the union, he said that although the majority were satisfied, some of the members were dissatisfied because of the fact that they now, because of the 50 hour week, were receiving less pay than before. Other union members who were active in the organization of the Local, had been fired on insignificant charges by the employers who used intimidation, threats and lay-offs to discourage union activity and to avoid the specifications of the contract.

American Security Union\(^1\).--In 1938, at the request of several white W.P.A. workers, Mr. Mathews and Mr. J. N. Moreland called a meeting of the colored W.P.A. workers in the city of Atlanta for the purpose of organizing those workers and the unemployed workers of the city into a union. In May, the workers were organized into the W.P.A. Union Local 2. (The white workers were organized as Local 1.) An initiation fee of 30 cents was charged for those employed. The union was organized as an independent union affiliated with no national

\(^1\) Interview with Mr. W. P. Mathews, President of Local 2.
organization, but in June 1938, the two unions voted to affiliate with the Workers' Alliance of America.

By November 1938, the membership had increased to 288 members and the organization was able to send a representative to the national convention of the Alliance held in Cleveland, Ohio. This convention was able to get the government to reduce the number of hours worked by W.P.A. laborers from 130 hours to 120 hours.

In 1939, the unions were accused of communistic activities and for the mutual benefit of both locals, it was voted to merge their organizations with the American Security Union. The principles of these two organizations are primarily the same.

At the present time, the membership is only about 35 in the colored union and 60 in the white.

During its active lifetime the union actively encouraged and endorsed all political and civic movements which were beneficial to the W.P.A. workers and the unemployed. They were able to get the city authorities to classify W.P.A. workers through the joint executive board of both unions.

Grievances are handled uniquely. The officers meet with local W.P.A. officials every Saturday morning for an hour and a half to discuss grievances. If no settlement can be reached, the grievances are taken to state and national officials.

International Moulders' Union of North America.—This organization does not admit Negroes to the union as moulders, but does allow Negro helpers to organize as affiliates of the union and under jurisdiction of the moulders' union.

In 1940, the helpers of two metal plants of Atlanta were
actively encouraged by the white moulders to organize as tenders and helpers. The efforts of the whites were successful and the helpers in these two plants were organized as Local 273, an auxiliary union to the white Local of the same number. There were about 60 workers who came into the union.

After six months of organization, the helpers' union asked the two plants for a five cents raise, this raise to bring the existing wages up to forty cents as required by national law. One company held out for two and one-half cents and the union struck. The moulders' union came out on strike with them. The strike lasted only two days before the raise was granted.

Later in 1941, the white moulders, then making ninety cents an hour, asked the companies for a ten cents raise, one company granting the raise, the other refusing. Again a strike was called and the colored helpers' union came out with the moulders. The strike lasted ten days before the raise was granted.

At the present time the helpers' union is asking for an additional five cents raise at one of the plants, the other plant having already granted this addition. At first, the colored helpers were satisfied with the union, but at present because of the differential mentioned above and because of the apparent lack of interest of the moulders in helping the helpers get this raise, half of the union members are very dissatisfied and want to quit the union. The moulders will not allow these men to quit because of the closed shop agreement with the plants.

At the present time, the union has a closed shop agreement with the two plants requiring new workers to join the union after fifteen days of employment. The initiation fee is $3.00
and dues are thirty-five cents a week. The President\(^1\) of the
helpers' union said that there were other plants in Atlanta,
but that no effort had been made to organize them. The present
union membership averages about sixty men.

Each of the moulders is allowed one helper. If the helper
is white, after four years of apprenticeship, he can become a
moulder, but Negro helpers remain helpers for the length of
their employment, not being allowed to become moulders because
of a clause in the constitution of the moulders' union forbid-
ing other than white members. Relative to this fact, the
President of the Local said that what is needed is Federal
laws abolishing all constitutional agreements detrimental to
groups of workers engaged in similar lines of employment.

**Atlanta Allied Newspaper Workers' Union**\(^2\)--The Atlanta
Allied Newspaper Workers' Union was organized on April 16, 1940
as a subordinate and under the jurisdiction of the International
Printing Pressmen and Assistants Union affiliated with American
Federation of Labor. The union is composed of the machinists
working at the Atlanta Daily World, a Negro newspaper. The
district representative of the International Union organized
the workers as Local 470, and of the twenty-two men working at
the plant, about twenty became union members. There had been
no union before this.

\(^1\) Interview with Mr. Jeff Jackson, President of Union 273 (colored).

\(^2\) Interview with Mr. L. A. Bell, member of Local 270,
March 10, 1942.
Soon after organizing the union presented the owners with a contract which asked for a closed shop, seniority and an average raise of ten cents per hour. The owners refused the contract and negotiations began. This continued for eighteen months and on December 6, 1941 the union called a strike. After eight days the case was carried to a conciliator who gave the company until January 1, 1942 to reach an agreement with the union.

As yet, this agreement has not been reached and the union has filed charges with the National Relations Board, to force the company to comply with the decision of the conciliator. The member interviewed felt sure that the union would be granted its demands.

The union's initiation fee is $2.50 and its dues $1.25 a month. This union is unique in that it is the first pressmen's union in Atlanta among Negroes and is situated in a Negro company.

Brotherhood of Sleeping Car Porters.1—The Local of the Brotherhood of Sleeping Car Porters in Atlanta was organized in 1935 by Mr. B. P. McLarin, a representative of the National Federation of Labor. The Local started with about thirty members and has recently increased its membership to seventy-three or about 75% of those eligible for membership. Within the last few months the railways have taken on eighty new men who, after their probation period of six months, will be urged to join the union. The secretary of the union, when asked why

1 Interview with Mr. R. Chapell, President of the Sleeping Car Porters' Union, February 25, 1942.
had the union not been able to organize all of the men, answered that some of the older workers would not come in because they felt the union was not doing anything. The pay of the porters, however, has increased from $85 per month to $144.75 since the union began.

The major objectives of the union are to improve working conditions and to protect the porters in cases of dispute. No strikes are called, but disputes are taken to a local arbitration board. If the local board fails to settle the dispute, it is carried to the national railway labor board.

Benefits are gotten mainly through the lobbying of the national organization, the local following its lead in attempting to get favorable legislation in the city of Atlanta. Through this method they have been able to get the porters classified for certain jobs on the railroads in which they work.

The initiation fee of the union is $75 and dues are $2.00. The secretary stated that although it was difficult to organize the porters, once they were in the union they became good union men and were satisfied with union activities.

Other Locals.--There is also a local of the International Ladies Garment Workers in Atlanta in which Negroes constitute about ten per cent of the membership of 500. Mrs. I. Martin[^1] said that the union is mainly interested in improving the working conditions of the workers and increasing the pay of its members. The union carries on an extensive educational

[^1]: Secretary of the International Ladies Garment Workers' Union in Atlanta.
campaign in an attempt to acquaint its members with the working principles and practices of the union. Mrs. Martin stated that this was especially necessary among the Negro members who are slow in understanding what unionism is for. This ignorance accounts for a lot of the discrimination shown Negro workers, who are usually given the worst jobs with minimum pay. There are indications of improvement of this situation however.

Before the organization was formed, the minimum pay was $6.00. At present it is $13.00. A forty hour week has also been granted. It is interesting to note that when the colored workers were organized, they were accepted into the union without having to pay any fees.

The members state that the few colored members who are allowed to attend the meetings do not take an active part in the important business of the union. This has caused dissatisfaction among the members and the future of the Negro workers in this union is doubtful.

Attempts are being made by an A. F. of L. organizer to revive the organization of the Taxidrivers' Union which failed in 1937 because of the fear of discharge for union activities by the workers and the difficulty of selling intangibles to these workers. It is too soon to predict the outcome of these efforts. At present there are forty-two members in the local.

Mention should be made here of the Janitors' Association of about fifty men, which has for the past eight or nine years maintained a training school for all interested persons. It is the only Negro union in Atlanta which has such a school. The union men are mostly those employed by the local housing projects. When the projects were first set up, wages were
from $90 to $100 per month. When the Atlanta Housing Authority assumed control, the wages were cut to $52 per month. Later, however, when there was a threat of investigation by government officials, this was increased to $60. The workers were also paid for days missed due to illness under national administration but are not now.

The union is at present attempting to organize all of the janitors in order to bargain for higher wages and seniority rights.

Summary.—The experiences of the unions in this chapter indicate the socio-economic barriers faced by Negro unionists. In the competition of workers for employment, white unionists have accentuated racial prejudice in exploiting Negro labor. Opportunistic organization of Negro labor for financial and economic benefit has characterized the relation of white and Negro labor unionists. The case of the United Garment Workers is a striking example of this situation.

Constitutional agreements or unwritten agreements prevent many Negroes from the opportunity of advancement in their trade. By these agreements, the Negro worker is relegated to the hardest work at the lowest pay with no advancement to serve as a goal for improvement.

In addition to the attitude of their fellow unionists, the Negro worker in Atlanta is faced with the traditional opposition of employers whose purpose is to give the lowest price on labor as possible. When the Negro attempts to improve his economic status through organization, he is replaced with labor with less initiative. This threat is constantly in the mind of the Negro when the subject of unionism is broached to him. (For a detailed account of certain Negro employment conditions, see Appendix D.)
CHAPTER IV

THE NEGRO WORKER AND THE C.I.O. IN ATLANTA

In order to evaluate the program of the Congress for Industrial Organizations in the Atlanta area with respect to the Negro worker, this chapter will relate the history and experiences of some of the C.I.O. unions organized in Atlanta in which there are Negro members. C.I.O. officials of the Atlanta office and officers and members of various locals were contacted in an effort to determine the approximate number of Negroes in the organization, the status of those Negroes in C.I.O. unions, the relations of mixed unions, the attitude of the community toward C.I.O. organizing efforts and the effects of the C.I.O. and A. F. of L. conflict on Negro workers.

The C.I.O. office in Atlanta, established in 1940, has experienced difficulty in organizing the workers of Atlanta because of the peculiar nature of Atlanta's industrial composition. The city is not dominated by any one industry, but is composed of numerous and diverse industries.¹ This fact accounts for the relatively small number of organized workers in the six largest C.I.O. unions and the large number in local industrial unions. During its short history, there have been 40 locals set up in Atlanta by this office. Negroes are members in about half of these locals, although 75% of the Negro membership is in only seven unions. There are approximately 2,100 Negro workers in the C.I.O. in Atlanta.

¹ A pamphlet on Atlanta in 1940 by the Atlanta Chamber of Commerce states that Atlanta has 902 factories which turn out 1,500 different commodities.

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In the Steel Workers Organizing Committee union in Atlanta, Negroes comprise about 40 per cent of the membership. The Amalgamated Clothing Workers have only one local in Atlanta in which there are only four Negroes. ¹ Of the eight locals in the meat packing industry, Negroes are in two, comprising about 40 per cent of the membership. In the local industrial unions, Negroes contribute about 20 per cent of the membership. In these industrial unions, Negroes have membership ranging from 100 per cent to less than one per cent of the total membership. A table is presented here of the approximate number of Negroes in various C.I.O. unions in the Atlanta area. These figures are not accurate² but serve as a guide to an approximation of the extent of Negro membership.

¹ These four members are not employed in the fabrication of clothing, but are outside and domestic workers.

² They were not taken from records, but were approximated by a C.I.O. official. Other figures were not available.
TABLE 2

APPROXIMATE NUMBER OF NEGROES IN C.I.O. UNIONS
IN ATLANTA AS GIVEN BY MR. C. H. GILLMAN,
HEAD OF ATLANTA C.I.O. OFFICE, FEBRUARY 1942

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Organized</th>
<th>Ne-</th>
<th>Total Organized</th>
<th>Ne-</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. H. Reed Rubber Co.</td>
<td>40</td>
<td>40</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Atlantic Steel Co.</td>
<td>992</td>
<td>400</td>
<td>992</td>
<td>400</td>
</tr>
<tr>
<td>Rushton Doll Co.</td>
<td>-</td>
<td>40</td>
<td>-</td>
<td>40</td>
</tr>
<tr>
<td>Southern Wood Preserving Co.</td>
<td>425</td>
<td>200</td>
<td>260</td>
<td>60</td>
</tr>
<tr>
<td>A. &amp; P. Co. Warehouses</td>
<td>109</td>
<td>38</td>
<td>110</td>
<td>40</td>
</tr>
<tr>
<td>Chevrolet Motors</td>
<td>-</td>
<td>15</td>
<td>-</td>
<td>15</td>
</tr>
<tr>
<td>Bona Allen Shoe Co.</td>
<td>2100</td>
<td>300</td>
<td>950</td>
<td>250</td>
</tr>
<tr>
<td>Scripto Manufacturing Co.</td>
<td>-</td>
<td>-</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>Montague Paper Co.</td>
<td>135</td>
<td>15</td>
<td>310</td>
<td>60</td>
</tr>
<tr>
<td>Alco Feed Co.</td>
<td>-</td>
<td>20</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td>Clayburn Brick Co.</td>
<td>-</td>
<td>40</td>
<td>155</td>
<td>125</td>
</tr>
<tr>
<td>Pittsburgh Plate Glass Co.</td>
<td>-</td>
<td>4</td>
<td>-</td>
<td>4</td>
</tr>
<tr>
<td>Swift Packing House</td>
<td>-</td>
<td>30</td>
<td>135</td>
<td>60</td>
</tr>
<tr>
<td>Quarry Workers</td>
<td>-</td>
<td>-</td>
<td>160</td>
<td>160</td>
</tr>
<tr>
<td>Cluett-Peabody Shirt Co.</td>
<td>804</td>
<td>4</td>
<td>804</td>
<td>4</td>
</tr>
<tr>
<td>Southern Spring Bed Co.</td>
<td>-</td>
<td>-</td>
<td>400</td>
<td>150</td>
</tr>
<tr>
<td>Meredith Co.</td>
<td>-</td>
<td>-</td>
<td>65</td>
<td>15</td>
</tr>
<tr>
<td>Atlanta Woolen Mills</td>
<td>-</td>
<td>-</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>Austell Furniture Co.</td>
<td>-</td>
<td>-</td>
<td>175</td>
<td>40</td>
</tr>
</tbody>
</table>

*First approximation given December 1941.

#Second approximation given February 1942.
International Union of Aluminum Workers of America.--The Atlanta Local of the Aluminum Workers of America is located at the Scripto Manufacturing Company. There was in this plant, at the time of the organization of the Local approximately 225 Negroes and 75 white employees. These colored employees were not classified as mechanics although a large number of them ran machines. They were paid $12.00 per week for an eight hour day and a five day week. This was five cents less per hour than the wages received by white employees, plus the fact that whites were usually chosen for overtime work. These facts, in addition to a growing resentment among the colored workers against the replacement of colored workers by white workers, gave impetus to the movement for unionization of the Negro workers.

The organizer for the C.I.O., after finding difficulty in enlisting the aid of the Negro women who formed a large majority of the workers, enlisted the services of a Negro peddler who within three months' time was able to get these women to join the union. When the local was in the process of organization, there were three key people who, had they worked together, could have organized the plant 100 per cent. But the three people were all of different opinions, one being C.I.O. inclined, another non-union and still another on the side of the management. Another obstacle was that the white employees were A. F. of L. inclined. These obstacles were overcome, however, and some 200 Negro workers came into the Local.

In January of 1941, the Local filed charges of unfair labor practices against the company with the National Labor Relations...
Board. The charges centered mainly about the firing of a Negro girl, one of the key people mentioned above, because of her union activities. This girl, as an officer of the union, had actively engaged in organizing the workers in the plant and was fired, according to the testimony of the company, because of a change in the methods of accounting which eliminated her job.

The National Labor Relations Board ordered the company to restore this employee to her former job or make up for any loss she had suffered during her unemployment. This loss was figured at about $700 and the company has not as yet paid it to the employee. The Board also found that as a result of an election among the employees, the union was to be recognized as the sole bargaining agent for the employees in the plant.

Following issuance of the election report, the union requested a conference with representatives of the company for the purpose of negotiating a contract. After considering the union's contract, the company presented a counter-proposal with the following agreements:

1. The company will recognize the union as the sole bargaining agent for its employees to the extent of the provisions and in accordance with the provisions of the National Labor Relations Act.

2. The company would require the union to agree that there would be no strike, walkout or stoppage or interference with working hours during the life of the agreement or lockout until the grievance had been exhausted - and the union will be required to post bond with acceptable security and in an agreeable amount to insure the faithful performance of such contractual provision.
3. Any such agreement as that contemplated would necessarily specify that the company would maintain an open shop.

The union vigorously opposed the provision that a bond be posted, the bond to be $100,000. The company then suggested that the union incorporate, making itself subject to suit. The union refused to accept either of these proposals because they have impaired or totally destroyed the union's ability to function as a labor union for the workers' benefit.

Although the National Labor Relations Board handed down a decision instructing the company to negotiate an agreement with the union without requiring the union to post a bond or incorporate, the company has to date refused to sign such an agreement.

This state of affairs has caused many of the union members to lose faith in the organizers and in the union. The attendance of the meetings has dropped from about 200 to less than fifteen.

A complete picture of the fight which unions face in their efforts for negotiation with employers and the methods of employer retaliation may be gotten from the hearing of the National Labor Relations Board on this case. (See Appendix C) This hearing also presents the racial conflicts which the Negro employees faced in their organizing efforts as a mixed union. The attitude of the white employees toward the unionization of Negro employees is clearly stated in a bulletin published by them in the plant. This bulletin stated in part:

During the past several weeks paid organizers have been trying to get the employees of the
Scripto Company to join the C.I.O. They want to get a union started that will have white and colored employees in it.

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...we do not want to belong to the C.I.O. or to any other Union.

...if the Union is formed, and if the Union becomes the sole bargaining agency with which the Scripto Company will have to deal as regards the Company employee, we will all resign and sever all connections with the Scripto Company, and...we will not return to the employ of the Scripto Company until the Company either hires all white labor or until there is no union of employees of the Scripto Company affiliated with any national labor organization.

The Steel Workers Organizing Committee, Local 2401—In March 1941, the C.I.O. sent a representative to Atlanta to organize the steel workers of the Atlantic Steel Company, a plant employing 1,166 men, 450 of whom were Negroes. This representative, through contact with the workers at their homes, was able to get a small group of them to become interested in union activity and to meet as the nucleus of a steel workers' union. White and Negro workers met separately and at the first Negro meeting there were only seven workers present. The men were mainly interested in raising the wage scale from 41 cents to 55 cents, the scale then existing in the Birmingham, Alabama mills. To overcome the fear of the workers of losing their jobs, workers from the already organized plants in Birmingham were called in to explain union organization and to encourage the union members.

On August 20, 1941, the number of workers joining the union had increased to 770 as proven by a labor board election,
and on October 21, 1941, when the union called a walkout strike, there were about 850 union men of which about two-fifths were Negroes.

The walkout lasted for three weeks and during that time the company attempted to keep the plant running with an alleged 500 men who refused to walk out. Newspaper articles stated that these men were well provided for and were satisfied to remain at work. Later it was found that they were paid for the entire time the strike lasted with time and a half for over-time, some earning as much as $118 per week. Some of the white employees remained in the plant and were shifted from their jobs to take over the jobs of some of the Negro strikers.

At the end of the three weeks, due to the fact that some of the strikers were returning to work, the company and the union reached an agreement. A four cents wage increase was granted, (a differential between whites and Negroes in the same type of work existed, the differential was not changed) time and a half for over-time, one week vacation for men with five years of service with the company and seniority rights were granted. This represents only a partial victory for the union which asked for fifteen cents wage increase, holidays with pay and two weeks' vacation for men with five years of service.

During the course of the strike, whites and Negroes met separately. Issues were first presented to the whites for acceptance or rejection and then brought to the Negroes for the same. (Since the whites constituted a majority, if differences had arisen, the Negro vote would have proven ineffective.)
The white president was for both groups, although the Negroes could elect a chairman to conduct their meetings. Both whites and Negroes worked together as pickets during the strike.

Of the 450 Negroes employed, only about 75 remained in the plant during the strike. One official of the plant was alleged to have said that "N--- were making too much now and even if they got a vacation they don't need it." Some of the workers remaining in the plant accused others of communism, and this seemed to have kept many from joining the union.

The union charged $2.00 for initiation fees and $1.00 per month for dues.

The Amalgamated Clothing Workers\(^1\).—The clothing workers associated with the C.I.O. have only one local organized in the city of Atlanta. This local, located at a shirt plant where Negroes are not employed in the fabrication of shirts, has about 800 members with only four Negro members. The Negro members are employed as outside workers and in the company cafeteria.

The Amalgamated Clothing Workers have made attempts to organize only the men's clothing industry in which few Negroes are employed. Experience has shown that those plants employing mixed groups usually, after becoming unionized, fire the Negro employees and hire whites in their places. This fact makes the unionization of Negroes especially difficult.

Even more than direct employer retaliation is the colored

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1 Interview with Miss M. Helton, Head of the A.C.W. of Atlanta, January 3, 1942.
workers' fear of community retaliation as expressed through such groups as the Ku Klux Klan. In organizing the shirt plant mentioned above, the organizer was forced to attend meetings armed. During the course of one meeting, the posters appearing on the next page were placed on the door of the meeting place and at conspicuous points all around the plant. Klan members, many of whom were employed in the plant as workers or foremen accused the union of communistic activities and by intimidation or suggestion attempted to frighten the workers in the union.

Miss Helton, President of the A.C.W. local in Atlanta, said that another difficulty in organizing Negroes was the unfairness of the southern courts and the prejudiced administration of local laws. Negroes feel that should there come a time for a decision in the courts between white and colored, irrespective of the justice involved, the Negro could not win. To offset this, the C.I.O. officers have, in many cases, appealed to federal agencies for the settlement of differences rather than local agencies. This fact and the use of the National Labor Relations Board for the settling of disputes has done much in furthering C.I.O. activities in Atlanta.

Packing Workers Organizing Committee.—The Packing Workers Organizing Committee of the C.I.O. has, during its activity, organized two locals within the city of Atlanta in which Negroes are members, although eight locals have been established in all. In November 1939, after a difficult struggle with the White Provision Company, an election was to be held to decide whether the union was to be recognized as the bargaining agent for the
workers in the plant. The Company was able to get this election put off until June of 1941 and during the intervening time intimidate and coerce the workers into refusing to vote for the union. When the election was finally held, the union lost by 38 votes, most of which were those of colored workers who had been threatened with lay-offs if they voted for the union. The Company also used the fact that the packing workers were a little better paid than the average Negro wage-earner in Atlanta to discourage union activities. Those who did vote for the union in this plant are at present inactive because of these threats. Another deciding factor in this failure was the constant threat of the Ku Klux Klan activity if the workers organized as a mixed local.

In 1940, the P.W.O.C., however, was able to have the National Labor Relations Board hold an election at the Swift Packing Company in which Negroes played a dominant part. The colored voters were instrumental in helping the union win the election. As a result the union was recognized as bargaining agent for the workers and was able to get a contract with the Company. Mr. A. Hathaway,\(^1\) local head of the P.W.O.C. said that this contract was one of the best obtained by the C.I.O. in its negotiating efforts with companies in Atlanta.

Negroes have taken an active part in the efforts of this union and it is the opinion of the president that once the fear of employer retaliation against union membership can be overcome, Negroes become good union members and are very adept in union activities.

\(^1\) Interview with Mr. A. Hathaway, Head of the P.W.O.C. of the C.I.O., January 1942.
With respect to the quarry workers organized in Lithonia, Georgia, Mr. Hathaway stated that an all Negro union was formed there by the C.I.O. The contract which was gotten by these workers after a nine months' strike was one of the best obtained by any C.I.O. union in the state. During the course of the strike, five Negroes were arrested on charges of assault. The union immediately put up bonds for these members and they are at present out on parole.

In the same quarry, the granite cutters, an all white A. F. of L. union strenuously resisted the efforts of the Negroes to organize as a C.I.O. union. The Negro union has 160 members.

Rubber Workers Local 181.—In 1941, the workers in the W. H. Reed and Company, feeling the need of organizing for mutual benefit, asked the head of the Atlanta C.I.O. office to organize their plant. The efforts of the organizer were at first very successful and the local membership included about 90 per cent of the workers in the plant. A contract for one year was secured which gave the workers only a few of the privileges originally desired. No wage increase was granted, although this was the main issue of the union.

The company retaliated to this activity by cutting down on its process of manufacturing and laying off about half of the workers. Out of about 60 originally employed, only 30 remain at present, 15 of which belong to the union. This caused many of the workers to lose faith in the union and at present the union is ineffective because of its small membership.

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1 Interview with Miss Lula Stamp, member of Rubber Workers Local, February 15, 1942.
of the members of the union stated that the non-union members refuse to join the union, saying that it has done nothing, not realizing that should they join the union would use the added strength to bargain effectively.

The union charges $1.00 dues and $6.00 initiation fee.

United Paper Novelty and Toy Workers' International Union—

This union, although at present inactive, is presented here because of its interesting history. It brings out the conflict of the C.I.O. and A. F. of L. more clearly than any other case studied by the writer. Although the part played by Negroes is relatively small, they were actively encouraged to join all of the unions mentioned in this history.

The United Novelty and Toy Workers' International Union was organized in a local manufacturing plant employing about 225 workers. Organized by the C.I.O., the union never gained a numerical majority among the workers. The union soon after its organization issued a complaint to the National Labor Relations Board against the company for unfair labor policies. These policies were mainly the interference and restraint of the union's activity, the use of company dominated unions to offset the union's effectiveness and the discrimination against workers because of the association with the union.

The National Labor Relations Board found that the company had actively encouraged the establishment of two inside unions and had discharged seven employees, threatening to lay more off if they joined the C.I.O. union. The last inside union formed had a numerical majority and was able to get the employers to
sign an agreement granting unemployment insurance, half of the premium to be paid by the employer, holidays with pay and a minimum wage scale. The first inside union was dissolved because of its questionable legality and the same night of its dissolution, the second company union was formed.

The National Labor Relations Board held an election in the plant which the C.I.O. union lost to the inside union which later became affiliated with the A. F. of L. During the formation of the inside union, there was an A. F. of L. organizer who helped actively in setting up the union.

**Summary.**—The Congress of Industrial Organizations has not been able to organize as successfully in Atlanta as it has in other towns where there are one or more predominant industries in which workers are employed. The diverse nature of Atlanta's industrial composition does not lend itself well to mass organization. There are so many different types of workers, that the local industrial union lends itself better to efficient organization than do other types of union organizations. This fact is brought out by the large number of industrial unions among the forty unions organized by the C.I.O.

With respect to the Negro worker, the C.I.O. has touched more of them in its brief history than any previous labor body. The organization of Negro workers, however, has been hampered by the racial patterns which exist in Atlanta. When the Negro is asked to join a mixed group, almost immediately the cry of communism goes up. Employers have capitalized on this situation as an anti-union weapon to discourage the organization of employees.
The relation of white and colored workers is difficult to discuss without bias. In some of the C.I.O. unions white and Negroes have cooperated on an equal basis, but in others despite the liberal C.I.O. philosophy, the separation and discrimination against Negro workers is readily noticeable. The advent of the C.I.O. in Atlanta, however, has been of great benefit to the Negro workers. It appears to the writer that the dual labor movement has caused and will continue to cause the Negro to become a more integral participant in the labor movement in this city.
CHAPTER V

SUMMARY, FINDINGS AND CONCLUSIONS

Since 1932, there have been two major trends in the economic experiences of the Atlanta community which have had direct bearing on the Negro workers' economic status. First is the decline in importance of certain skilled and semi-skilled trades in which Negroes have, in some sections of the country, had a long and successful history; and second is the rise of industrial organization.

Relative to the first of these trends, this thesis deals with a group of Negro building trade unions in Atlanta in an effort to discover its effects on these workers. The history and experiences of these unions for the past decade are presented in order to show the causes and the results of this secular movement. Without attempting to fully analyze this data, it can be concluded that there are three principal causes of this trend: the first is the technological changes in the methods, tools and materials of building construction which, because of lack of facilities for learning, the Negro worker in Atlanta has not been able to keep abreast with. These changes have caused white and Negro unions to waste both strength and resources in jurisdictional disputes rather than surrender any degree of craft autonomy. The second is the persistent and strenuous opposition of other workers in the same trades. To the detriment of the Negro worker, economic motives restricting employment have been exaggerated by racial motives. Much of the racial animosity is founded on the competition for
employment of workers who do not realize the retroactive results of this animosity. The third reason is the indifferent attitude of Negroes toward cooperative labor organization. This lethargic attitude is probably the result of many reasons; the fear of being discharged, the fear of community condemnation, the lack of understanding of labor principles, the discrimination in employment opportunities, the distrust of Negro leadership and the fear of police interference. The latter two causes apply not only to the building trade workers and their unions, but to labor unions in general in which Negroes participate.

The second major trend which has affected the Negro worker is the rise of industrial organization in American industry. As with the first trend, it is too early to evaluate the final outcome of this event, but some idea of the direction in which it is headed may be predicted. To show the importance of the Negro worker in Atlanta in this movement, this thesis presents a brief history of the efforts of the C.I.O. Experiences of unions in which Negroes are members is presented to give a factual foundation for any conclusions on the effect of this movement on the Atlanta Negro workers.

The rise of the C.I.O. and the resulting conflict of craft and industrial philosophies of union organization has had a direct effect on the Negro worker and his status in the general labor movement.

In Atlanta, the dual system of organization has increased the number of Negro workers in the labor movement by many hundreds. The competition of C.I.O. and A. F. of L. unions for
numerical and financial strength has caused the inclusion of a hitherto unrecognized source of labor supply. The membership of the C.I.O. in Atlanta includes some two thousand Negro workers, while that of the A. F. of L. has noticeably increased, though there are no available statistics confirming this fact. This conflict has also brought to the Negro worker a new concept of his importance in the labor movement and a new hope for the time when his color will not hinder his fight for employment security, and when universal worker solidarity will not call for cries of "red activity."

Findings:

1. Eighty-eight and four-tenths per cent of the total labor force of Negro women in Atlanta is employed as compared to 86.1 per cent of the total labor force of Negro men.

2. The Negro carpenters have been organized three times in the last eighteen years.

3. Despite insertion of non-discrimination clauses into federal contracts, the majority of the contractors on these projects have at least one method of evading employment of Negro labor.

4. There is a great need for vocational training in Atlanta for young Negroes, not only in the building construction trades, but in newer types of skilled work. At present there is a fight going on for training facilities for Negro workers at a defense plant to be built in the Atlanta area.

5. Technological changes have caused the displacement of many skilled building trades workers and increased the number of jurisdictional disputes.

6. The lathers' and plasterers' unions have been able to retain control of their mixed unions. These are the only two mixed unions with all Negro officers.

7. There is very little cooperation between unions.

8. There is increasing evidence of more and more dependence of building trade artisans on public and federal projects.
9. Dissent in Negro unions and the small membership of most of them render their bargaining less effective.

10. Negro unions have need of a social philosophy which would effect other than union members.

11. Negro workers are actively encouraged to unionize when white workers need their financial and numerical backing for bargaining power.

12. There is a need of federal legislation to bar discriminatory clauses in union constitutions.

13. The Laundry Workers' Union is the largest Negro union in Atlanta, having 804 members.

14. There is only one union organized in a Negro business. This is the Pressmen's Union at The Atlanta World.

15. There is a great need for qualified union leaders.

16. There is need of instruction in union principles and practices. A beginning has been made on this problem by the Atlanta Urban League in organizing a Workers' Council. The purpose of this Council is to serve as a common meeting for discussion of grievances of all its member unions and to give competent advice on union problems. Students of the Atlanta University Labor Problems class have given these members advisory, educational and secretarial aid.

17. The advent of the C.I.O. in Atlanta has caused the inclusion of many hitherto unorganized Negro workers.

18. The fear of police interference has curbed the dynamic activity of many Negro unions.

19. The cry of "communism" and the activity of the Ku Klux Klan has hindered the efforts of the C.I.O. in organizing Negro workers.

20. Race prejudice has been used by employers to discourage unity among mixed groups of workers.

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1 This indicates a new approach to the study of labor problems. Students are now active participants in the Atlanta labor movement. This innovation was instituted by Dr. William H. Dean of the Atlanta University Economics Department.
21. The C.I.O. has made extensive use of the National Labor Relations Board to settle its disputes.

22. Whites were used as scabs during the Atlanta Steel strike.

**Conclusions.**—Despite the pessimistic nature of much of the history and experiences of Negro unions in Atlanta, certain general trends give hope for a more optimistic future. The growth in numbers of the total organized Negro labor force is indicative of this trend. With the growing consciousness of the need of workers' solidarity to offset the effects of future economic disturbances and to retain past achievements, national labor organizations are lowering many of the traditional barriers against Negro labor. In certain unions and in certain geographic sections of the country, however, racial antagonism and prejudices have encumbered the efforts of liberal groups to include Negro workers in their midst.

In Atlanta, these prejudices have taken many forms, some of which are job insecurity of Negro workers, Klan activity, employment partiality, and unequal educational opportunities. To offset these, the Negro worker has developed techniques of control when possible; accepted imperfect forms of unionism or remained completely out of the union movement. However, with a better understanding of the labor movement and an equal opportunity for training for employment, the Negro worker in Atlanta can assume his place in organized labor.
STATEMENT OF DISCRIMINATION MADE BY LOCAL 552 OF THE CARPENTERS UNION, ATLANTA, GA. FEB. 1942

Macon Job: 9 areas. Beer and Cobb, Contractors, Atlanta, Georgia

In lieu of non-employment on the Alonzo Herndon Homes in Atlanta, Local 552 was told by Mr. Beers that area six in Macon, Georgia, would be given exclusively to Negro mechanics. This area has $700,000 worth of labor involved.

Macon Local #1222 was promised that all Negro foremen would be used. On January 12, 1941, there were approximately 100 workers in area six - 20 of whom were white. There were five white foremen and one active Negro foreman. The Negro foreman had been asked by the superintendent (Woodward) to resign. The superintendent told him that he had no fault with him as a man or as a foreman but suggested that he use illness as a pretense for his resignation.

On Sunday, January 12, no Negroes were permitted to work while about all the white employees in area six worked the entire day, at $15 for the day's work. A white worker was sent along to show Negro workers how to do their work.

No Negro engineers were used and the job had been going on more than a month before Negroes were employed. White carpenters were used to do all technical work.

On February 2, Mr. S. L. Vaughan, president and business agent of Local 552, reported to Urban League officials that two requests had been sent to Washington asking for an investigation of the Macon job. Now there are two white carpenters to every one Negro in area six. White carpenters are permitted to come
from any of the other eight areas and work in this area but no Negroes may work outside of area six.

Persons who may be contacted: S. L. Vaughan, 349 Middle Street, Macon, Georgia; Mr. Williams, president, Local #1222, 239 First Avenue, Macon; Charles Ingram, 933 Vineville Street, Macon; Mr. Coleman was the Negro foreman who was asked to resign. To date there are no Negro foremen on this job.
MEMORANDUM

To: Mr. Forrester B. Washington
Atlanta School of Social Work

From: William Y. Bell, Jr.
Atlanta Urban League

Subject: Materials in connection with your talk to the Labor Institute, March 14 at 8 O'clock p.m., on the subject "Local Problems and National Defense."

March 4, 1941

A. Employment:

Until recently 1400 white carpenters and 53 white painters were employed at Camp Gordon with no Negro representatives in these trades. No Negro brickmasons were employed. One or two Negro mechanics who may have been employed were those belonging to strong unions, such as lathers, plasterers, and very little of their work was in demand. The Urban League and Washington officials were able to get 50 Negro carpenters and about 10 Negro painters employed.

A few Negro skilled mechanics have been employed in construction work going on at Ft. McPherson. There have also been problems in Macon in connection with the working of Negro carpenters and in Columbus where Negro brickmasons were for a long time unable to secure work although white brickmasons from out of the state were being steadily employed.

Union discrimination is responsible for much of the difficulty experienced by Negroes in securing local work. The business agent for the carpenters who is white has refused to certify Negro carpenters for defense work; and the same thing is true of painters. When approached, the contractor at Camp Gordon stated that although he had been having dealings with each of the business representatives, he did not know that
Negro skilled workers were available. White painters have been given permits to work while they were paying on their initiation fees, but Negro painters have had much difficulty in securing permits for the same purpose.

Another problem stems from the attitude within the Negro unions. With an estimated 150 Negro painters in Atlanta, the union has only 115 and has not taken additional men into it when they wanted to come in.

Another problem is the lethargy of local skilled workers who do not push vigorously themselves for jobs. The Urban League ran a newspaper notice suggesting that all persons interested in securing defense work register at the League. Not one person has thus far registered.

B. Vocational Education:

Local vocational education is confined to four courses: cement finishing, trade-cooking, scaffold building and machinery crating, and scaffold building and army camp construction. Courses in auto mechanics were also included but this turns out, upon investigation, to consist chiefly of lubrication, check-up and care of autos rather than in actual mechanics. In contrast to this courses are being given in city schools for whites on the following: ground aviation, auto mechanics, carpentry, drafting, blue print reading, auto mechanics for enlisted men, radio engineering, sheet metal work, electrical engineering, radio repairing and pattern drawing. Fulton county has no other provisions for Negroes' training although it supplies instruction in wood pattern making, sheet metal work, tool and die making, airplane engine overhaul, sheet metal, airplane
motor accessory mechanics to the white students coming under its system. Negroes are therefore not receiving training in skills which are basic to defense preparedness.
APPENDIX B

BRIEF ON LAUNDRY WORKERS' UNION
Mr. William J. Donovan, President
International Laundry Workers' Union
7 N. Meridan St., Room 812
Indianapolis, Indiana

Dear Brother:

We are appealing to you, as our International President, to personally consider the following problems before Local 218.

May we present the cardinal issue of which the details are explained in the accompanying brief.

This Local 218 was granted a charter, however they were not to be granted local autonomy until the International Union deemed it wise.

Due to officers of Local 218 demanding their rights to perform in accordance with International By-Laws and Constitution, the following grievances arose:

(1) Albert Gossett, president of the Atlanta Federation of Trades and International representative, called in Fifth Vice President Don Clark, who proposed that Local 218 abandon its charter and give white Local 214 complete control. Negro Local 218 rejects proposal with special objections to the fact only two Negroes and five whites be on the Executive Board. Please note the Negro Local 218 shall have had 800 members and white Local 214 approximately 222 members.

(2) Mr. George Googe, A. F. of L. Southeastern Organizer, made a verbal proposal to Local 218 that each union retain their Charter, but have joint office and executive board.

Local 218 rejected this proposal on grounds that they desired their own office, Executive Board, staff, and freedom of activity which they sensed they could not attain by acting jointly with Local 214, as indicated by the proposal of Clark and Gossett which deprive them of their manhood rights.
(3) Local 218 proposed to Messrs. Gossett, Googe, Clark and Byers that Local 218 pay $50 of Local 214's rent, one-half of business agent's salary, $17.50, and one-half of Local 214's local telephone bill. This proposal was rejected by Googe, Gossett, Clark and Byers, on the contention that the International Union would not tolerate said proposal of Local 218.

(4) Final proposal of George Googe, Gossett, Clark and Byers. This proposal consists of joint office and Executive Board of 218-214 and that all expenses be paid on a per capita basis. Local 218 rejected this proposal as undemocratic and virtually voiding their rights as in proposal # two.

(5) Final move of 218 was the sending of a night letter to you, our International President William J. Donovan, due to the fact Gossett would not sign checks for Secretary-Treasurer of Local 218, so he could receive his salary, and in order that rent and telephone could be paid.

(6) Mr. Donovan, you did not answer letter, rather Sam J. Byers answered the letter by telegram, ordering Local 218 to carry out orders as on final proposal # four.

(7) The present status of Local 218 is as follows: Local 218's funds held up because International representative refuses to sign checks to pay bills of Local 218. The confusion has caused divided loyalty of membership and Executive Board of 218.

Fraternally yours,

William Mosley

John Glenn
BRIEF

LAUNDRY WORKERS INTERNATIONAL UNION

LOCAL 218

Room 413
218 Auburn Ave., N. E.
Atlanta, Georgia

In Its Case Against

Mr. ALBERT GOSETT
Brief History of the Organization of Local 218

On June 24, 1941, a group of about seventy-five Negro workers from the Gold Shield Laundries met at 191½ Pryor Street for the purpose of organizing a union. This meeting was called by Mr. Albert Gosset, Miss Carmen Lucia and Mr. James Barrett. From this group twenty-five ($25.00) dollars was collected for a charter as a local of the Laundry Workers International Union. This charter arrived on July 27, 1941 authorizing the organization of Local 218 for the Negro laundry workers.

On July 27, 1941 the following officers were elected:

President         Mr. William Moseley  
Vice President    Mr. William Austin  
Secretary-Treasurer  Mr. John Glenn  
Recording Secretary Miss Maggie Hunter

On September 20, 1941 in a letter to Local 218 from the International offices, Mr. Albert Gosset was appointed as supervisor of Local 218 for such time as the International felt necessary.

On September 9, Mr. William Bird, a member of Local 218 made a motion that the secretary-treasurer be bonded and that all necessary equipment and records be furnished him to enable him to assume the full responsibilities of his job. (However, Mr. Albert Gosset spoke against this motion and it was lost for want of a second.)

Up until the middle of October, the finances of Local 218 had been handled by Miss Carmen Lucia, who had made regular weekly reports of the union. At her resignation, all financial
matters were turned over to Mr. Gosset, who from that time has made only one written report to the officers of Local 218 of the finances of the local. Checks received from the Atlanta Laundries are co-signed by Mr. Gosset, Mr. Glenn and Mr. Mosley. The present officers of Local 218 have no records of the finances of the Union, the books being kept by a sister-in-law of Mr. Gosset.
Relation of Mr. Albert Gosset to Colored Union Local 218

Mr. Albert Gosset was appointed International Union Representative by the International for an indefinite period of time or at the time of maturity of Locals 218 and 214, which decision of maturity would be made by Mr. Gosset and the International, and only after their decision would Local 218 and Local 214 be granted local autonomy. It is under this arrangement that Mr. Gosset has been able to dominate the union.

Relation of Mr. Gosset to Mr. Mosley at and during the time there was a threat to fire Mr. Mosley and at the time Mr. Mosley was fired

Mr. John Glenn witnessed the fact that the Personnel Director of Atlanta Laundries, Mr. C. D. Heidler called Mr. Gosset and stated to Mr. Gosset that he was going to fire Mr. Mosley. Why Mr. Gosset did not protest the threat to fire Mr. Mosley, who is president of Local 218, is an open question with the union. The reason for Mr. Mosley's being fired was the pretext of insubordination and interference with workers. The incident arose out of Mr. Mosley's protest against the speed-up of the work which caused a Negro woman to faint. However, Mr. Heidler had threatened to fire Mr. Mosley before his protest of the speed-up which caused the woman to faint.

Mr. Mosley had stopped the speed-up before the advent of the union and nothing was said until union activities began. The fact that no protest was made by either the supervisor or the international officers against the firing of the president of this Local questions the integrity of these officers in their connection with the Local.
International Union and Mr. Gosset's questionable dealings with Mr. Mosley as Organizer under Mr. George L. Googe

Mr. Mosley, after eight weeks of unemployment, was given a job as an apprentice organizer of the A. F. of L. under the direct supervision of Mr. Gosset. Mr. Gosset threatened Mr. Mosley with the possibility of being fired from this job when Mr. Mosley at the aforementioned meeting of the Executive Board and Trustees suggested and demanded that officials of the Union be permitted to fulfill their offices in accordance with the International By-Laws and Constitution. For instance, Mr. Mosley also suggested that the Trustees of Local 218 be permitted to audit their books, which books were in the hands of Mr. Albert Gosset and not in the hands of the elected Secretary-Treasurer, Mr. John Glenn of Local 218. Mr. Gosset stated to Mr. Mosley, "You had better keep your feet on the ground," insisting that he, Gosset, was running the Union. This statement was made before the Executive and Trustee Board of Local 218.

Mr. Gosset stated at this meeting that he was going to have Mr. Don Clark, fifth Vice President of the International Laundry Workers Union, come to Atlanta. The officers of Local 218 assume that Mr. Clark was brought to Atlanta to endorse the consolidation proposal of Mr. Gosset, which proposal was initiated without consultation with officers of Local 218.

During his unemployment Mr. Mosley's only source of income was in the form of gifts from the union amounting to $20.00. In contrast to this small sum Miss Carmen Lucia and Mr. Albert Gosset accepted Christmas gifts amounting to $75.00 from Local 218. These presents were given when Local 218 was only six
Gosset-Glenn Relations

Mr. John Glenn, elected Secretary-Treasurer of Local 218, received his salary from Local 214 up until April 1, 1942. During this time he had been appointed business agent for Local 218 by Mr. Gosset (Salary of business agent of Local 218, $20; that of business agent Local 214, $35) but when Glenn refused to sign a check for the salary of the white business agent, to be paid out of the funds of Local 218, Mr. Gosset informed him that his services were no longer necessary. Before this, Mr. Glenn, in order to get his own salary had to sign the white business agent Sander's check. Mr. Glenn was also forced to sign checks amounting to one hundred and five ($105.00) dollars for carpentry work done in the office of Local 214 (white).

Mr. Glenn, since, has been duly elected business agent and secretary-treasurer of Local 218, and Gosset is, therefore, assuming authority to fire or hire officers in this Local. His supervisory capacity would hardly allow him the privilege of selecting or rejecting officers which the Local elects.

Mr. Gosset's and the International Union's Relation to the Union Contract with the Atlanta Laundries

It is stated in the minutes as of August 6, 1941 that Mr. Sam Greenblatt, the President of the Atlanta Laundries, had signed an agreement for a fifty hour work week, nine hours per day for five days and five hours on Saturday. This agreement was considered before Mr. Gosset had consulted with the negotiating committees of either Local 214 or 218.¹

¹If aforesaid agreement was signed by Mr. Albert Gosset, we have no evidence; however, the proposal was accepted by Mr. Gosset.
The fact that Mr. Gosset, an experienced Unionist and the international officer did not consult with or train the committee how to negotiate with the management is a fact that makes one question the motive of those in charge or their ability to deal efficiently with the work of union organization.

Later, however, the committees of the two Locals did meet with the officials of the Atlanta Laundries and did discuss thoroughly the demands of the unions. As a result of this meeting, a contract was granted to go into effect in October of 1941. The officers of Local 218 state that the clauses of this contract have not been lived up to, causing much dissatisfaction within the union.

Proposal for Consolidation of Unions by Mr. Gosset and Mr. Clark

On March 3, 1942, Mr. Gosset, supported by Mr. Don Clark, fifth Vice-President of the International Union, in the regular meeting of Local 218, made a verbal proposal that Locals 218 and 214 consolidate and that Local 218 turn in its charter and become a part of Local 214 under the charter of Local 214. The consolidation was moved and seconded, and amid confusion, Mr. Gosset declared the motion carried. However, at a later meeting, when Gosset was absent, the Local voted unanimously against the consolidation. As a result of this action, Mr. Gosset accused Mosley of the rescission and threatened to fire or have

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2 The Local Union 218 never had and to date have no copy of their contract.
Mr. Mosley fired as an A. F. of L. organizer, although Mr. Mosley had never received any credentials for the job mentioned above.

The verbal proposal for consolidation by Clark and Gosset was as follows:

1. That Local 218 withdraw its charter and come in, as one union, under the charter of 214, white;

2. That the Executive Board for the consolidated union be composed of five representatives from 214 and two from 218;

3. That the two groups meet separately;

4. That the office for the consolidated union be located in a downtown office building, in which the business agent of the old 218 would have office space as an assistant to the business agent for the consolidated union.

The foregoing proposal proves that Mr. Albert Gosset and Mr. Don Clark had no desire to deal democratically or in good faith for either of the Locals, especially the colored Local, which had the larger number of members and were paying the greater amount of funds to the International and the Atlanta Federation of Trades. Therefore, if there were a cause for consolidation, they should have permitted the Negro Local 218, the largest number of representatives on the consolidated executive board and on the office personnel along with the retention of its own charter.

Petition of Local 218 against Gossett and the Consolidation

Local 218 then sent a petition against Mr. Gossett and a resolution against the proposed consolidation to Mr. William

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Mr. Moseley was paid by the A. F. of L., Washington, D. C. Checks were signed by Mr. George Mean, but Moseley worked under the direct supervision of Mr. Gosset, President of the Atlanta Federation of Trades.
Donovan, President of the International Union. Mr. Donovan acknowledged receipt of the above petition and resolution, but since that time Local 218 has received no statement from him in reference to these papers, a fact which makes it appear that the International President is not considering the needs or welfare of Local 218, but is rather consulting Mr. Gosset, who is acting against the general welfare of Local 218.

At a meeting of the Executive Board of Local 218 and a committee from Local 214, Mr. George Googe, Southeastern Regional Director of the A. F. of L. made the following proposal:

1. That the Executive Boards of 218 and 214 meet jointly;
2. That the business agents of the Locals work together;
3. That the expenses of the joint executive board be borne on a per capita basis;
4. That Locals 218 and 214 have joint offices in a downtown building.⁴

At a special meeting of Local 218 on April 7, 1942, the first of these proposals was accepted, but the Local voted unanimously against the acceptance of the latter two proposals.

The Executive Board of Local 218 then drew up a counter proposal which is as follows:

1. That the Executive Boards meet jointly;
2. That the Business Agents of Locals 218 and 214 work together;
3. That Local 218 pay $50 on the office rent of Local 214;
4. That Local 218 pay half the business agent's salary of Local 214 ($17);
5. That Local 218 pay half of the telephone bill for Local 214.

⁴ The Negro Local 218 would have a small office jointly with white Local 214 with about enough space for a desk and three or four chairs. Note Colored Local 218 has 804 members while Local 214 (white) had only approximately 300; yet the whites had ordered five new desks and spacious office rooms. The Negro Union was to use the back entrance and the whites were to use the front.
This proposal was presented to Mr. Gosset, Mr. Googe and Mr. Byers, who is the general Secretary-Treasurer of the International Union, by the officers of Local 218. Mr. Byers stated that the International would not accept such a proposal. The proposal was never presented to Local 214, a fact which proves that Mr. Gosset, Mr. Googe and Mr. Byers had no intention of letting the members of Locals 218 and 214 have the right to act on business affecting their organizational structure or exercising their membership rights.

Then, on April 11, Mr. Gosset, Mr. Googe and Mr. Byers presented a final proposal to Local 218, which was drawn up without consultation with either Local 218 or 214. (See Appendix I)

Local 218 then sent a night letter (Appendix III) to Mr. William Donovan, President of the International, in protest against this proposal and against the fact that Mr. Gosset refuses to sign the checks of Local 218 to pay for current expenses and for the bonding of the secretary-treasurer of Local 218. The answer to this night letter is set forth in Appendix II. The answer came from Mr. Sam J. Byers.
Names of Persons and Institutions involved

Mr. William J. Donovan - International president
International Laundry Workers Union

Mr. Albert Gosset - International Representative
President - Atlanta Federation of Trades
Atlanta, Georgia

Mr. William Mosley
President - Colored Local 218
International Laundry Workers Union
784 Spencer Street, Apt. 66
Atlanta, Georgia

Mr. John Glenn
Secretary-Treasurer - Colored Local 218
International Laundry Workers Union
697 Harrison Place, Apt. 143
Atlanta, Georgia

Mr. Paul Saunders
Business Agent of White Local 214
International Laundry Workers Union

Mr. Albert Gosset
President - Atlanta Federation of Trades
Representative for International Laundry Workers Union
Supervisor of Locals 214 and 218 for the International Union
Hurt Building, Room 416
Atlanta, Georgia

Mr. George L. Googe
Southeastern Regional Organizer for the American Federation of Labor
Room 416 - Hurt Building
Atlanta, Georgia

Mr. Sam J. Buyers
International Secretary-Treasurer
International Laundry Workers Union
Room 12
7 North Meridian Street
Indianapolis, Indiana

Mr. James Barrett
Publicity and Public Relations Director
Southeastern Division A. F. of L.
Now on leave of absence.

Mr. William J. Donovan
International President
International Laundry Workers Union
7 North Meridian Street - Room 12
Indianapolis, Indiana
Mr. C. D. Heidler
Personnel Director
Atlanta Laundries, Inc.
277 Ellis Street, N. E.
Atlanta, Georgia

Mr. Sam Greenblatt
President
Atlanta Laundries, Inc.
277 Ellis Street, N. E.
Atlanta, Georgia

Membership
Colored Local 218 - 804 members

White Local 214 - 300 members approximately
THE FOLLOWING STIPULATION BETWEEN THE INTERNATIONAL LAUNDRY WORKERS UNION AND ITS TWO SUBORDINATE LOCALS NO. 214 AND NO. 218 AND WILL REMAIN IN FORCE UNTIL MODIFIED, CHANGED, OR RESCINDED BY THE INTERNATIONAL UNION.

1. All administrative and collective bargaining relationship of the membership of the two Unions shall be transacted by the Joint Executive Boards.

2. All of the administrative expenses shall be paid by the Joint Boards on a per capita basis, irrespective of the individuals local affiliation.

3. Each Local Union must pay to the Joint Executive Board its per capita proportionate levy for administrative purposes on order of the Joint Executive Board.

4. The administrative business headquarters of the two Unions and the Joint Executive Board shall be maintained at the Joint Board Headquarters, Ivy Street and Edgewood Avenue, Corner. Local No. 218 may retain their local union reception center at its present location, but under no circumstances shall the business of the Local Union be transacted through other than by the Joint Executive Boards and in regular meetings of each Local Union.

5. Local Union No. 218 shall if it desires, maintain a Secretary-Receptionist at its local reception center on Auburn Avenue.

6. The Joint Executive Boards and both Locals shall be subject to the advice and counsel of the Executive Board of the Atlanta Federation of Trades, and Southern Representative of the American Federation of Labor, unless that counsel is countermanded by the order of the International Union.

April 11, 1942, Atlanta, Georgia.

(Signed) Sam J. Byers
Secretary-Treasurer
Laundry Workers International Union

(Signed) Don C. Clark
5th Vice President
Laundry Workers International Union

ATTEST:

(Signed) Albert W. Gosset
President
Atlanta Federation of Trades

(Signed) George L. Googe
Southern Representative
American Federation of Labor
April 20, 1942

Mr. William J. Donovan, President
Laundry Workers International Union
7 North Meridian Street, Room 812
Indianapolis, Indiana

Funds of Local No. 218 tied up because of refusal of International Representative Albert Gossett to sign Local's checks for rent, phone and salary of Secretary-Treasurer. Officers of 218 properly elected and qualified except for bond of Secretary-Treasurer. This Local willing to assist 214 financially and to have joint council with same but believes it should be allowed to control its affairs in accordance with by-laws. Gossett also refuses to sign check for bond of regularly elected Secretary-Treasurer despite his promise in open meeting to do so. Executive Board of 218 requests you to direct Gossett to sign checks for operating expenses immediately and also for bond of Secretary-Treasurer. Full explanatory letter follows.

Executive Board of Local 218

William Mosley, President
Mary Moreland
John Glenn
William Farell
Eb Watson
Roy Glover
I would suggest that the officers and members of Local 218 comply with the provisions of the resolution that was agreed upon by yourself and business agent John Glenn for Local 218, representatives of Local 214, the A. F. of L., the central labor union and myself in Atlanta, Georgia April 11th. Stop listening to outside influences. Do something that will benefit your members not destroy them. Until Local 218 complies with that resolution representative Gossett will refrain from signing any checks. Our international does not desire to place that local in receivership but if the officers and members of Local 218 continue to be obstinate and disregard the advice of our international officials our international will be forced to take further steps to bring about complete harmony between the two locals.

Sam J Byers
Mr. Alexander E. Wilson, Jr., for the Board. Hirsch, Smith & Kilpatrick, by Mr. Ernest P. Rogers, and Mr. M. E. Kilpatrick, of Atlanta, Ga., for the respondent. Mr. Charles W. Schneider, of counsel to the Board.

DECISION

and

ORDER

Statement of the Case

Upon charges and amended charges duly filed by International Union Aluminum Workers of America, 1/ affiliated with the C.I.O., herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Tenth Region (Atlanta, Georgia), issued its complaint dated March 11, 1941, against Scripto Manufacturing Company, Atlanta, Georgia, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (3), (4), and (5) and Section 2 (6) and (7) of the National

1/ The original charge was filed on January 27, 1941; an amended charge on February 11, 1941; and a second amended charge on March 11, 1941.
Labor Relations Act, 49 Stat. 449, herein called the Act.
Copies of the complaint accompanied by notice of hearing were
duly served upon the respondent and the Union.

Concerning the unfair labor practices, the complaint
alleged in substance (1) that on or about August 24, 1940, the
respondent discharged Kathryn Johnson and has since refused to
reinstate her because she joined and assisted the Union, and
engaged in concerted activities for the purposes of collective
bargaining and other mutual aid and protection; (2) that on or
about September 1, 1940, the respondent refused and has at all
times since refused to reemploy Kathryn Johnson for the reason
that she filed or caused to be filed charges before the Board;
(3) that on or about November 1, 1940, and at all times there-
after, the respondent refused to bargain collectively with the
Union as the exclusive representative of the respondent's
employees in an appropriate unit, although a majority of said
employees had designated the Union as their representative for
such purposes; and (4) that by these and other stated acts,
the respondent has interfered with, restrained, and coerced
its employees in the exercise of the rights guaranteed in Sec-
tion 7 of the Act.

On March 24, 1941, the respondent filed its answer, in
which it admitted the allegations of the complaint as to the
character of its business and its interstate nature, and ad-
mitted that since October 9, 1940, the Union has been the col-
lective bargaining representative of the respondent's employees
in an appropriate unit, but denied that it had engaged in un-
fair labor practices, and affirmatively averred that it has
been ready and willing at all reasonable times to bargain col-
lectively with the Union "as the exclusive bargaining agent of
the employees of respondent," and that it has done so. The
answer further alleged that Kathryn Johnson was not discharged
"in the strict sense," but was merely laid off because of a
change in the respondent's operations, and further denied that
she was either laid off, discharged, or refused reemployment
because of her union activity or because she filed or caused
to be filed a charge with the Board. The answer further as-
serted the respondent's willingness at all times to recall
Johnson "at the first available job that is deemed suitable
for her and that she will accept."

Pursuant to notice, a hearing was held in Atlanta, Georgia,
on March 24 and 25, 1941, before Thomas S. Wilson, Jr. the Trial
Examiner duly designated by the Chief Trial Examiner. The Board
and the respondent were represented by counsel and participated
in the hearing. Full opportunity to be heard, to examine and
cross-examine witnesses, and to introduce evidence bearing on
the issues was afforded all parties. At the conclusion of the
Board's case counsel for the Board moved to conform the plead-
ings to the proof. The Trial Examiner granted the motion.
During the course of the hearing the Trial Examiner made several
rulings on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings of the Trial Examiner are hereby affirmed.

On June 3, 1941, the Trial Examiner filed an Intermediate Report, copies of which were duly served upon the parties. The Trial Examiner found that the respondent had engaged in unfair labor practices within the meaning of Section 8 (1), (3), (4), and (5) of the Act and recommended that it cease and desist therefrom, and take certain affirmative action. On July 9, 1941, the respondent filed exceptions to the Intermediate Report, and on July 15, a brief in support of the exceptions.

Pursuant to notice, a hearing was held before the Board in Washington, D. C., on August 21, 1941, for the purpose of oral argument. The respondent was represented by counsel and participated in the argument. The Board has considered the exceptions to the Intermediate Report and the brief submitted by the respondent, and, except in so far as the exceptions are consistent with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case the Board makes the following:

Findings of Fact

I. The business of the respondent

Scripto Manufacturing Company, a Georgia corporation, maintains its plant and office in the city of Atlanta, Georgia, where it is engaged in the manufacture, production, sale, and distribution of mechanical pencils. During "an average year" the respondent purchases raw materials valued at approximately $300,000, of which 90 per cent is received by it from sources outside the State of Georgia. During the same period the respondent manufactures and distributes products valued at approximately $650,000, 90 per cent of which is shipped to customers located outside the State of Georgia.

II. The organization involved

International Union Aluminum Workers of America is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the respondent. On August 29, 1940, the Union chartered Local 21 among employees of the respondent.

III. The unfair labor practices

A. Background; interference, restraint, and coercion
In July 1940, the Union began to organize the employees of the respondent. Prior to August 17, the Union held three organizational meetings. Its first business meeting was held on that date.

Kathryn Johnson, a colored employee who was elected temporary secretary and treasurer of the Union at the meeting of August 17, testified that on August 21, 1940, J. D. Smith, a non-supervisory machinist at the plant and a brother-in-law of the assistant superintendent, Race, approached Johnson and asked what need she had to join a union; that Johnson replied that she thought it would be better if the employees had one; and that Smith asserted that the white employees would not join the Union, and ended the conversation by saying, "You know that we can go out on the streets and pick up three girls for everyone to do what you are doing now and you know that yourself." Johnson testified further that during the conversation Cecil Fields, the plant superintendent, entered the department; that Smith left Johnson and joined Fields; that Smith and Fields then had a short conversation after which Fields departed; and that Smith then called Johnson and told her that she should have heard what Fields had said about the Union: "He has said that you couldn't bring in a crowd and make them pay out more money than Scripto takes in in a day."

Smith denied that any such conversation ever took place. His testimony is not convincing. On cross-examination, he first denied that he had any knowledge that the Union was organizing the employees until "at least a month" after the termination of Kathryn Johnson's employment on August 24, 1940, but later admitted that a union organizer had called at his home prior to August 24 and spent half an hour trying to convince him of the desirability of joining the Union. We find,

2/ The respondent employs about 300 people of whom about 225 are colored, and of these some 210 are women.

3/ Smith was one of a group of white employees who sponsored a bulletin stating in part:

During the past several weeks paid organizers have been trying to get the employees of the Scripto Company to join the C.I.O. They want to get a union started that will have white and colored employees in it.

# # #

..... we do not want to belong to the C.I.O. or to any other Union.

..... if the Union is formed, and if the Union becomes the sole bargaining agency with which the Scripto Company will have to deal as regards the Company employees, we will all resign and sever all connections with the Scripto Company, and we will not return to the employ of the Scripto Company until the Company either hires all white labor or until there is no union of employees of the Scripto Company affiliated with any national labor organization.
as did the Trial Examiner, that the conversation between Smith and Johnson took place as described by Johnson, and that Smith and Fields conversed at about the same time under the circumstances set out in Johnson's afore-mentioned testimony.

Johnson also testified that on the same day one Stovall, a supervisor in charge of the metal-finishing department, asked her: "How about this union?"; that she answered, "I don't know, what about it?"; and that Stovall then said, "I just finished talking Shelby [an operator] out of joining this union, and the rest of you negroes better mind out how you get mixed up in it or you will all get fired." Stovall denied having had such a conversation with Johnson or having known anything about her union activity. Shelby was not a witness, and Stovall denied having conversed with him about the Union. Stovall testified that he had several conversations with Johnson in his department about interfering with the operators. In this connection he asserted the following: "... Kathryn, it seemed, had the run of the building when nobody wasn't looking, and I thought that it was my duty to keep my department running so that she wouldn't interfere with my operators." The Trial Examiner found Stovall's denial unconvincing. Upon the entire record, we find that the conversation described by Johnson took place between her and Stovall on August 21, 1940.

We find that the respondent, by Stovall's statements made to Johnson on August 21, 1940, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. Johnson's discriminatory release on August 24, 1940

Johnson began to work for the respondent in 1933. At first she packed leads for shipment. After a few weeks she was transferred for a short time to the supply department, and thereafter to a printing machine. About 1936 she was transferred to the night shift to supervise the work of two or three girls on the printing machines. Johnson disliked the night work. After 3 months of it she quit. About 3 weeks after she left, the respondent recalled her as a time and record clerk for some 40 or 50 employees and as a relief machine operator. On August 24, 1940, she had been continuously employed in this capacity for 3 or 4 years. At the hearing the respondent conceded that she "was a good employee and that her services were satisfactory in the position that she held."

Johnson was one of the first employees to join the Union and became one of its most active members, having asked 25 to 30 employees to join. As noted above, at the August 17 meeting of the Union, Johnson was elected temporary secretary and treasurer, and on August 21 Stovall engaged her in the afore-mentioned anti-union conversation.
On Saturday Morning, August 24, Getz, her foreman, instructed Johnson to complete all her work and not leave anything for Monday. She finished about 10 a.m. When she had completed her work, Getz told her that he had some sad news for her, that he was afraid that he had to let her go, that that was what Superintendent Fields had told him to do. Johnson inquired if the decision was made because of the rumor concerning her union activity that Getz had heard recently. She testified that Getz replied that he did not know. Getz testified, however, that he informed Johnson of her "lay off," that she inquired whether it was because of her union activity, and that he told her that it was not. We accept Johnson's testimony as to this conversation. This was the first notice Johnson received that she was to be laid off, or that there was to be a change affecting her job.

Johnson then saw Fields, who, according to Johnson, told her that he had a white boy coming to do her clerical work, that she was "all right" on clerical work but was "no good" on machine work, and that she would be recalled if an anticipated need for employees arose in 2 or 3 weeks. She expressed her willingness to do any kind of work. Fields testified that, on August 24, he told Johnson that he could use her somewhere else a little later on and that she should return the next week. We accept, as did the Trial Examiner, the testimony of Johnson as to this conversation. Johnson left the plant that day and has never been recalled.

Fields testified that for a year and a half the respondent had been contemplating a change in methods of manufacture and in the accounting system, which change would require a white instead of a colored person to do the clerical work of Johnson. According to Fields, about August 20, he sent an employee to notify a white boy named Lazenby to report for work on Monday, August 26, planning to have Lazenby take over Johnson's clerical work and to transfer Johnson to a machine; and about August 23 the messenger reported to Fields that Lazenby had left his sister's home in Atlanta, where he had been visiting, and had returned to his own home, some distance from Atlanta, and reported further that Lazenby's sister would try to get word to Lazenby. It is clear that, on August 24, the day Johnson's employment was terminated, no one had been definitely employed to take over her clerical work.

4/ The plant did not operate Saturdays - but Johnson came in for 3 hours to tabulate the records of the midnight shift of the day before.

5/ Fields did testify that at some indefinite time in the past he had told Getz and Johnson of proposed changes. He did not, however, tell Johnson that the changes would affect her.
On Monday, August 26, Lazenby failed to appear for work. Before 9 o'clock in the morning on that day Johnson returned to the plant gate. Fields sent Johnson her pay check and a letter which she was to use in seeking employment elsewhere. Getz sent her a letter of recommendation, in response to a note from her requesting it. Although Lazenby had failed to report for work, and although Johnson was known to be at the gate at that time, the respondent did not recall her. Instead, a new employee, hired that day as an operator, was assigned to Johnson's clerical work. Although this new employee and Lazenby both failed to report for work on Tuesday, Johnson was still not recalled. According to the respondent, one machine was not in operation on Tuesday or else another new operator was hired that day, its witnesses being unable to state which is the fact. Lazenby reported on Wednesday and has been working since that time.

In addition to Lazenby, the respondent has employed from 17 to 20 new and former machine operators since August 24. The respondent asserts that it believed that Johnson had secured employment with an insurance concern. Getz testified that she stated in the note to him that such employment could be obtained if she received from the respondent the letters referred to. According to the respondent, it did not offer her employment for this reason.

The respondent asserts that it did not know of Johnson's union membership and activities prior to the termination of her employment. The respondent's contention is unconvincing. Johnson was an active union member. On August 21, only 4 days after her election to a prominent office in the Union, Smith conversed with Johnson concerning the Union and had a related conversation with Superintendent Fields. Also, on the same day, Supervisor Stovall made certain anti-union remarks to Johnson. Furthermore, Foreman Getz, who professed to be without knowledge of union activity at the time he informed Johnson of the termination of her employment, expressed no surprise, according to his own testimony, at her inquiry as to whether her union activity was the reason for such termination, and gave conflicting testimony as to when he first learned of union activity among the respondent's employees. Finally, Johnson testified that on the day following her conversation with Smith, a poster or bulletin ridiculing the C.I.O. was placed on the time clock used by white employees. Fields corroborated Johnson's testimony with respect to the placing of the poster, which he termed a newspaper clipping, and did not deny Johnson's statement as to the date of the posting. In his testimony Fields minimized the importance of the incident, but the respondent nevertheless considered the matter serious enough to warrant calling Rogers, its attorney, to investigate it. We conclude that the respondent was aware of and opposed to Johnson's union activity prior to her release.
The respondent asserts that the sole reason for Johnson's "lay-off" was a change in the style of its pencil, allegedly involving a transfer of the time records from the plant to the office, where only white employees worked. The circumstances surrounding the lay-off and the change, however, indicate that the business factor provided the excuse, rather than the reason. Johnson's release followed shortly after formation of the Union and within a few days after her election to office therein. According to Fields, he had been contemplating the business change for about 1½ years. He testified that the definite decision to effect the change was made "at least a month before" the change occurred. Then on August 20 a messenger was sent for Lazenby. On August 24 it was not certain whether Lazenby would be reached or not. Nevertheless, after she had finished work for the day, on August 24, Johnson was told for the first time that she was being laid off. As we have found, Getz, in laying off Johnson, told her that he did not know why she was being laid off; that Fields had instructed him to do so.

The reason given by Fields for this otherwise inexplicable failure to warn Johnson is that he intended to transfer her to other work, but that on August 24 and thereafter, there was nothing available for her. Neither of these assertions is consistent with the facts. Lazenby did not report for work until Wednesday, August 28; yet on August 26, the day Johnson appeared at the plant, a newly hired machine operator was employed in place of the absent Lazenby on clerical work and, although on the following day, that individual and Lazenby were both absent, Johnson was still not recalled. Since that time the respondent has hired from 17 to 20 operators, some new, some experienced.

Fields testified, and the respondent reiterates in its exceptions, that the respondent proposed to "try" Johnson as a machine operator, but did not do so because it concluded that she would not be happy or do efficient work in such a position, as it would be generally regarded by her and others as a demotion for her. In view of Johnson's previous experience as a machine operator, her satisfactory performance in that capacity, her expressions of willingness to do any kind of work, the respondent's admission that she was a "good employee," and the failure of the respondent to make any inquiry concerning her availability and desire for work, we find such a conclusion incredible.

The respondent's asserted belief that Johnson had secured employment with an insurance concern, also offered as a reason for not reinstating her, is untenable. According to Fields, reports of employees' terminations of employment are filed by employers with the State Bureau of Unemployment Compensation when such employees "quit, or if they are fired, or if they are laid off for an indefinite period. . ."6/ Although Fields

6/ He testified that such reports are not filed in event of short lay-offs.
testified that he was under the impression that Johnson was working for an insurance company7/ the respondent did not file the required report. Clearly it would have done so had it actually believed that Johnson was regularly employed elsewhere and did not desire reinstatement with the respondent. As discussed below, on August 29, the respondent received from the Regional Director a letter stating that a charge had been filed, alleging the discriminatory discharge of, and refusal to reinstate, Johnson. In addition, on September 10, 1940, the State Bureau of Unemployment Compensation mailed to the respondent a notice informing the respondent that Johnson had applied for unemployment benefits effective as of August 26. Finally, on February 10, 1941, Johnson applied for, and was denied, reinstatement, under circumstances, set forth below, which corroborate our conclusion that the respondent eliminated Johnson from its employment because of its hostility to her union membership and activity.

Accordingly, we find, as did the Trial Examiner, that the respondent on August 24, 1940, released Kathryn Johnson and at all times since has refused to reinstate her because of her membership in, and activities in behalf of, the Union, thereby discouraging membership in a labor organization and interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

C. Discrimination against Johnson because she caused a charge to be filed in her behalf under the Act

On August 26, 1940, Johnson appeared at the Regional Office of the Board in Atlanta, where the Union filed a charge in her behalf, that her work had been terminated because of her union membership and activities. On August 29, the respondent received a letter from the Regional Director informing it of the charge. Fields testified that Hauton, the respondent's vice president and general manager, called Fields to his office and asked who Kathryn Johnson was and why she had been "fired." Fields testified further that he informed Hauton that Johnson had not been "fired," but had been "laid off." Hauton was not a witness.

On February 10, 1941, Johnson returned to the plant again and asked Fields for a job. Fields testified that he asked her why she had not come back as he had told her to, and that he said that she would have been working, "possibly," by then, that he had taken it for granted that she did not want a job, and that instead of returning she had filed a "complaint" alleging that she had been discharged by the respondent. Fields denied that he told Johnson that Hauton had asked about her. Johnson's testimony, however, is at variance with that of Fields. She

7/ It should be noted that Fields did not testify that he told Hauton, the respondent's vice president, or Johnson, in the conversations of August 29, 1940, or February 10, 1941, more fully set out below, that he believed that she had obtained employment.
testified that Fields asked her why she had not returned and stated that he could have reemployed her the second week after she left; and that she replied, "It was understood, when I left, that you would let me know about working, and I didn't know I was to come back." Johnson further testified that Fields, in referring to the filing of charges on August 26, said to her, "Well, they come out here with that letter and said I fired you, and ... Mr. Hauton got the letter, and he asked me who that girl was, and I told him, and he said, 'A girl like that would be a dangerous girl to have around the plant.'" Both Fields and Johnson testified that Fields told Johnson that he was going to employ additional girls in a few weeks. Johnson expressed her appreciation for any job that she might be given. Johnson thereupon left the plant and has not been recalled.

The Trial Examiner rejected Fields' version of his conversation with Johnson on February 10, 1941, in so far as it conflicted with hers. We note in this connection that although Fields denied having told Johnson that Hauton had inquired about her, Johnson, who took the witness stand before Fields, in her testimony then given, showed knowledge of Fields' conversation with Hauton. It is thus clear that she received her information from Fields and gave the more credible testimony. Accordingly, we find that Fields conversed with Johnson, as described by her, on February 10, 1941.

Upon the entire record, including Fields' statements to Johnson on February 10, 1941, we find that the respondent, by denying Johnson reinstatement, was seeking to penalize her for having caused a charge to be filed in her behalf. We find that on or about September 1, 1940, and at all times since, the respondent discriminatorily failed to reinstate Kathryn Johnson in available work for which she was fitted because she had filed charges under the Act, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

D. The refusal to bargain

1. The appropriate unit

By letter of August 29, 1940, the Union notified the respondent that it represented a large majority of the respondent's production and maintenance employees and requested a bargaining conference. On October 1, 1940, the respondent and the Union agreed that a consent election be held by the Regional Office of the Board to determine whether or not the Union represented a majority of the employees in an agreed appropriate unit. We find, in accordance with the agreement, and in accordance with the admission in the respondent's answer respecting the appropriateness of the unit, that the employees of the respondent, exclusive of employees in the engineering department and supervisory and clerical employees, at all times material herein constituted and that they now constitute a unit appropriate for the purposes of collective bargaining with respect
to rates of pay, wages, hours of employment, and other conditions of employment, and that such unit insures to employees of the respondent the full benefit of their right to self-organization and collective bargaining and otherwise effectuates the policies of the Act.

2. Designation of the Union by a majority in the appropriate unit

On October 8, 1940, in accordance with the terms of the consent election agreement, an election was held among the employees in the unit above found to be appropriate. On October 9, 1940, the Regional Director made his report of this election certifying that 191 employees had voted in favor of the Union and 90 against. The answer of the respondent admitted that, since October 9, 1940, the Union has been the exclusive representative of the respondent's employees in the appropriate unit for the purposes of collective bargaining.

We find that on October 9, 1940, and at all times thereafter, the Union was, and now is, the duly designated representative of a majority of the employees in the appropriate unit, and pursuant to Section 9 (a) of the Act, the exclusive representative of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

3. The refusal to bargain

a. History

Following issuance of the election report of the Regional Director, the Union requested a conference with the respondent for the purpose of negotiating a contract. A meeting was held on October 22, 1940, between C. H. Gillman, Georgia State Director for the C.I.O., Fred Wetmore, representative of the Union, and Ernest P. Rogers, secretary and treasurer of the respondent and its counsel, in Rogers' office. At this meeting, the union representatives presented Rogers with a proposed contract. Rogers requested that he be given a week in which to consider it. The Union agreed.

On October 29, 1940, by agreement, the parties again met in Rogers' office. At this meeting, R. W. Goddard, District Board member of the Union, and Gillman represented the Union. As a counterproposal to the contract presented the week before by the Union, Rogers, for the respondent, presented a written memorandum outlining the basis on which the respondent was willing to enter into a contract. This memorandum was in part as follows:

1. The Company will recognize the Union as the sole bargaining agent for its employees to the extent of the provisions and in accordance with the provisions of the National Labor Relations Act with respect thereto.
5. The company would require the Union to agree that there would be no strike, walkout or stoppage or interference with work during the life of the agreement, or lockout until grievance has been exhausted \(sic\) ... and the Union will be required to post bond with acceptable surety and in an agreeable amount to insure the faithful performance of such contractual provision.

6. Any such agreement as that contemplated would necessarily specifically specify that the company would maintain an open shop.

7. It is dubious that the company would be willing to provide for arbitration of disputes.

During the conference, there was some discussion of the provisions of this memorandum. As this meeting ended, the Union's representatives suggested that the parties continue to sit daily until a contract was consummated. Rogers, however, stated that as the consummation of a contract would be a matter of "tedious negotiations" and as he had to make a living as an attorney, he could not sit continuously. Thereafter, by agreement, the parties met, generally in Rogers' office, about once each week until the negotiations terminated on February 7, 1941.

From the first, the Union opposed the respondent's proposal that a bond be posted. One reason advanced, as testified by Goddard, was that it did not have the money to put up the bond. Rogers, however, insisted upon the bond requirement or "some alternative ... proposal which would be satisfactory," stating that the respondent had just signed a defense contract which contained heavy penalties for failure of performance, and that the respondent's officials desired some assurance that the Union "would live up to the terms of any agreement which it entered into with them." The reason advanced by Rogers was an asserted inability to sue the Union as such. As an alternative to the proposal for a bond, Rogers suggested that, if the Union would make itself subject to suit in the State of Georgia, by incorporation, the bond requirement would be eliminated. The union representatives declined to incorporate the Union. Rogers asked them to suggest a counterproposal to the bond. Accordingly, the union representatives stated that they would post a bond in "some amount that was satisfactory to both sides."

\(sic\) Inquiries were made by the Union at three insurance companies to determine the possibility of securing a bond in the sum of $100,000, the figure subsequently suggested by the respondent. The first company refused to write such a bond; the second did not reply to the inquiry; the third stated that it would write the bond provided the Union posted $100,000 collateral, and in addition paid a premium. The results of the inquiries were not communicated to the respondent.
in the event that the respondent would agree to a closed shop and a check-off, so that the Union could be responsible for the actions of all the people in the plant. Rogers answered that the respondent would not lay down the requirement of union membership as a condition to continuing employment, that the collection of dues was purely a personal matter between the employees and the Union, and that the respondent's counter-proposal was for a bond without the other requirements. With respect to the Union's request for a closed shop and check-off, Rogers acknowledged, however, that it "would be a little unreasonable" to require the Union, in the absence of a closed shop, to be responsible for the acts of all employees. He informed the Union's representatives that strikes and stoppages of work, "unless they were brought about by the Union, or unless the Union was interested in them, or backed them up in some way or other, would not constitute a violation on the part of the Union."

At a conference in Rogers' office about November 1940, Rogers drew up a form of contract which the respondent proposed, but to several provisions of which the Union objected. The main objection was the bond requirement, quoted below. This form of contract, after stating that "The Company recognizes the Union as the exclusive bargaining agent of its employees in its Atlanta, Georgia plant, . . ." contained the following article:

ARTICLE 6. In the event of any dissatisfaction on the part of any employee, the matter shall be taken up by the employee with the employee's immediate supervisor, and if not satisfactorily adjusted, the grievance thus arising shall be reduced to writing and presented by the Union's certified committeemen to the Company's superintendent.

Thereafter follow two articles dealing with the method of handling grievances, and the form of contract continues:

ARTICLE 9. The Union guarantees that during the life of this agreement and until the provisions of Articles 6, 7, and 8 have been complied with and exhausted, in writing, that it and the Company's designated representatives have been unable to adjust and settle the grievance, there will be no strike, walkout, stoppage of work or interference with work or lockout by the Company, and any employee guilty thereof shall be subject to discharge at the discretion of the Company.

There was no serious consideration of a "satisfactory" reduced amount for a bond because the Union's proposal of a closed shop and check-off was not accepted by the respondent.
and in such event such discharge shall not constitute a
grievance and shall not be the subject of conference
or discussion, and any guilty employee and the Union
hereby expressly waives and renounces any right which he,
she or it might have to picket the plant or premises
of the Company, or to participate, directly or indi-
rectly, in any such picketing or in any boycott, or to
do any other thing towards inducing any employee to
cease his work with the Company, or towards inducing
any person to refrain from accepting employment with
the Company, and neither the Union nor any of its
affiliated Unions or organizations shall aid, directly
or indirectly, any strike, walkout, stoppage of work
or any individual or group engaged therein.

ARTICLE 10. Inasmuch as the Union is a voluntary
association and not recognized as a legal entity under
the laws of the State of Georgia and consequently not
subject to suit in the State of Georgia, and since the
Company would, therefore, be dependent entirely for the
enforcement of this agreement upon the good faith and
ability of the Union's designated representatives, the
Union has contemporaneously with the execution of this
agreement given to the Company an indemnity bond in
the amount of One Hundred Thousand Dollars ($100,000),
to guarantee its faithful performance of this agree-
ment and to indemnify the Company against loss or
damage resulting from the Union's failure to comply
with the terms hereof. In the event of a violation of
this agreement by the Union and consequent interruption
of the normal operation of the Company's business, the
Company shall be entitled to liquidated damages in the
following amounts: One-half normal operations of
plant $500 per day; entire cessation of operations of
plant $1,000 per day.

Rogers informed the Union's representatives that, under
his interpretation, the contract did not make it a violation
on the part of the Union itself if any employee who was not a
member of the Union, and over whom it had no direct control,
violated it. The union representatives still insisted that the
Union would not post the bond, and the respondent remained da-
mant that such a bond would have to be posted, or that some
"satisfactory" alternative be substituted therefor. By letter
of January 24, 1941, to the respondent, the Union suggested that
an arbitration clause be substituted for the bond requirement
and that the form of contract, with such substitution, be exe-
cuted by the parties. A day or two after January 24, at a meet-
ing held at the respondent's office, the respondent declined
to accept the proposal made in the Union's letter. The respon-
dent continued to demand that a bond or other "satisfactory"
arrangement be contained in any agreement entered into. It is
clear that on January 24 the parties were in substantial agree-
ment on the provisions of the contract, other than the one
respecting the bond. It is also clear that only the respondent's insistence upon the posting of a bond or the incorporation of the Union prevented the execution of a collective bargaining agreement. It is apparent that the only "satisfactory alternative" to the bond was incorporation.

On February 7, 1941, a meeting called by representatives of the Board and held at the Regional Office, was attended by Rogers and the Union's representatives. At that time Rogers dictated a written memorandum as a summarization of the discussion, which he signed after all parties had agreed that it correctly summarized the events of the meeting. This statement is as follows:

We have been discussing here the result of the negotiations between Scripto Manufacturing Company and the International Aluminum Workers to arrive at a contract between the Union and the Company, with respect to the hours, wages, and general working conditions of the employees of Scripto.

We have here, and have had under discussion, a form of proposed contract, which is the last reduction to contract form of our concerted efforts; that is the efforts of the Company and the Union. It seems that all provisions of the proposed contract are agreeable to both parties, with the exception of Article 3, Article 4 (we have changed here Article 5 by inserting Thanksgiving Day), and Article 10.10/

Messrs. Goddard and Gillman, of the Union, have stated to the Company that the Union will not enter into any contract with the Company which contains the requirement that the Union post a bond for its faithful performance of the contract.

10/ These references are to the contract proposed by the respondent, about which the negotiations revolved after its introduction. Article 3 related to seniority. The differences between the parties in that respect were not substantial. Article 4 related inter alia to the recall of laid-off employees. The respondent proposed that employees who failed to report within 2 days after posting of a notice in the plant and mailing of a letter or card should be considered as having quit. The Union originally insisted upon a 5-day provision, but later reduced it to 3. Article 10 related to the bond.
The Company has stated that it will not enter into a contract which does not contain such a requirement, or some satisfactory alternative requirement, by which the Union subjects itself to suit in the courts of the State of Georgia for violation of the contract, or by which it agrees to indemnify the Company in some amount, or in some respect, for any damages which it may occasion the Company by reason of its violation of its agreement.

The Company is willing to continue negotiations with the Union, and will arrange to meet the designated representatives of the Union at any and all reasonable times and places, to continue negotiations, and will even continue negotiations with respect to the bond requirement; and if it can be convinced by the Union that it does not need such requirement, or such alternative requirement, it will, of course, eliminate such requirement from further negotiation. If the Union, however, continues to insist that it will not sign a contract with the bond requirement, or cannot offer any satisfactory alternative provision, the Company cannot see any advantage of any further negotiations, but of course will be willing to carry them on, and with an open mind.

(Signed) E. P. Rogers

2/7/41

Following this meeting, the Union filed a charge with the Board alleging that the respondent had refused to bargain collectively. There were no further meetings between the parties.

b. Concluding findings

The respondent's position is that, as it had entered into a defense contract containing penalties for failure of performance, it needed assurances that the Union would comply with its obligations under any contract entered into, and, as the Union was a voluntary association of individuals, and, therefore, in Rogers' opinion, not suable in the courts of the State of Georgia, the respondent insisted upon the filing of a bond or upon what it termed the Union's subjecting itself to the jurisdiction of the Georgia courts. At the hearing, the respondent's counsel stated that, in his opinion, such jurisdiction could be

11/ As to the nature of the purported penalties themselves there is an absence of proof. The record is devoid of any evidence as to their existence and character other than the generic assertion indicated above. The respondent has not offered specific proof (a) that the penalties exist in fact, and (b) that they would be applicable to non-performance arising from a labor dispute.
obtained only by incorporation of the Union. According to Rogers, there was a discussion about the incorporation of unions generally, and that it was his position that it would be the best thing for the Union to do. As noted above, the respondent was unwilling to recede from its position, and declined to accept any counterproposals made by the Union. Only the respondent's insistence that the contract contain one or the other of its alternative proposals prevented the consummation of an agreement.

The problem involved in a requirement that a union post a bond to guarantee performance of an agreement is one on which the Board has already commented. In Matter of Jasper Blackburn Products Corporation, the Board said:

The Act also requires, in ordinary circumstances, a willingness to consummate any understandings that may be reached in a bilateral signed agreement. . . . The Respondent, in refusing to execute a signed agreement, binding upon both parties, unless the Union posted a bond, sought to prefix the fulfillment of its statutory obligation with a condition not within the provisions, and manifestly inconsistent with the policy of the Act. Even assuming a bond of the kind requested to be obtainable, the employer cannot lay down the blanket requirement that the Union pay a tax to a surety company before the result contemplated by the Act, a signed bilateral agreement, can come to pass.

The reasoning applied in that case wherein the employer was found to have violated Section 8 (5) of the Act, is applicable to the present case. By insisting upon the execution of a bond the respondent by unilateral action was attempting to add a condition precedent to bargaining not found in the terms of the Act. Also the evidence in the present case showed that such a bond would require the payment of a premium in addition to the posting of collateral having a value equal to the face amount of the bond. It is apparent that the execution of a few such contracts with similar bonds would very soon seriously impair, if not totally destroy, the Union's ability to execute signed agreements and thus frustrate one of the essential aims of

12/ Matter of Jasper Blackburn Products Corporation and District No. 9, International Association of Machinists, affiliated with the American Federation of Labor, 21 N.L.R.B. 1240.
Furthermore the only other "satisfactory alternative" to the bond, incorporation of the Union, is equally obnoxious to the stated purposes of the Act which granted employees the right to "bargain collectively through representatives of their own choosing." By its insistence upon incorporation of the Union, the respondent in effect said to the employees, "We will not bargain with the legal entity you chose as your representative but we will bargain with a different legal entity, satisfactory to us, namely an incorporated union." By its insistence upon this alternative the respondent attempted to deprive the employees of one of the rights guaranteed by Section 7 of the Act.

Compliance bonds are not historically within the scope of bargaining agreements. The subjects normally found in such contracts are recognition of the bargaining agency, provisions for wages, hours, seniority, grievance procedure, and administrative and interpretative machinery such as arbitration. Cf. Bulletin No. 4, November 1939, National Labor Relations Board, Written Trade Agreements in Collective Bargaining, Page XI, and chapter 3; Robert R. R. Brooks, When Labor Organizes, page 223.

Nor is the bond requirement within the normal historical concept of collective bargaining: "Collective bargaining is the process whereby representatives of a union meet with an Employer... to fix the terms of Employment for a certain period of time." Carroll R. Daugherty, Labor Problems in American Industry (Rev. Ed., 1938) page 450; see Twentieth Century Fund, Inc., Labor and the Government, page 5.

In connection with the respondent's proposal for the incorporation of the Union, and its insistence upon a compliance bond, the following observation is apt:

"... It is doubtful if the cause of collective bargaining would be helped even if trade agreements were made like other contracts by the incorporation of unions and the inclusion of legal 'consideration.' Their observance depends on the mutual good will and confidence of the contracting parties... On the whole, there had better be no trade agreements if their execution stands or falls in the Courts. Their value arises from the fact that they do make for industrial peace by reducing the possible area of friction and dispute." Carroll R. Dougherty, Labor Problems in American Industry, (Rev. Ed., 1938), page 456; cf. page 455.

Implicit in the respondent's argument for the bond or incorporation of the Union is the assumption that the Union is irresponsible. That thesis is also a flat negation of the principle of representative bargaining declared by the Act. Cf. Matter of Inland Steel Company and Steel Workers Organizing Committee and Amalgamated Association of Iron, Steel, and Tin Workers of North America, Lodge Nos. 64, 1010, and 1101, 9 N.L.R.B. 783, set aside and remanded on other grounds, 109 F. (2d) 9 (6th Cir.).
We find that by its refusal to execute an agreement respecting terms and conditions of employment unless the Union posted a bond or incorporated, the respondent has refused to bargain collectively with the exclusive representative of its employees within the meaning of Section 8 (5) of the Act. 15/

We find that the respondent, on and at all times after October 29, 1940, refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit in respect to rates of pay, wages, hours of employment, and other conditions of employment, and that by the above conduct, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

15/ The respondent throughout seems to have labored under a misapprehension as to the purposes of the Act, the nature of the collective bargaining process, and its own statutory obligations. The following argument taken from the respondent's Statement of Exceptions to the Intermediate Report is indicative of the respondent's apparent confusion:

"Respondent excepts to the following statement of the Trial Examiner, beginning in line 4, on page 12, of his report:

By its insistence upon incorporation of the Union, the respondent in effect said to the employees 'We will not bargain with the legal entity you chose as your representative but we will bargain with a different legal entity, satisfactory to us, namely an incorporated union.'

"For the reason that this statement or conclusion is not supported or justified by the evidence or law. In the first place the statement is based upon the proposition that the union chosen by the employees as their representative was a legal entity when as a matter of fact it was not, and is based upon the further assumption that to bargain means to consummate a written, signed contract, and, it presupposes that an employer must enter into a written, signed contract, with any individual, group, association or body which its employees might choose and designate as their bargaining agent, irrespective of the nature and character of such agent. This, we submit, is not subjected by the National Labor Relations Act to any such harsh, unreasonable or untenable treatment or result and if such were the interpretation placed upon the Act, it would clearly be unconstitutional."
IV. The effect of the unfair labor practices upon commerce

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that the respondent has engaged in unfair labor practices, we shall order it to cease and desist from and, in aid of such cease and desist order, to take certain affirmative action hereinafter set forth which we find necessary to effectuate the policies of the Act.

Having found that the respondent has refused to bargain collectively with the Union as the exclusive representative of its employees within an appropriate unit, we shall order the respondent, upon request, to bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit, and, if an understanding is reached, embody such understanding in a signed agreement, upon request, become incorporated, or to adopt any similar alternatives.

We have found that the respondent discriminated against Kathryn Johnson with regard to the tenure of her employment because of her union membership and activities, and because she filed charges under the Act. We shall, accordingly, order the respondent to offer Kathryn Johnson immediate reinstatement to her former or a substantially equivalent position, without prejudice to her seniority or other rights and privileges, and to make her whole for any loss of pay she may have suffered by reason of the respondent's discrimination against her, by payment to Kathryn Johnson of a sum of money equal to the amount which she normally would have earned as wages from the date of her discharge to the date of the offer of reinstatement, less her net earnings during such period.

16/ By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590, 8 N.L.R.B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See Republic Steel Corporation v. N.L.R.B. 311 U. S. 7.
Conclusions of Law

1. International Union Aluminum Workers of America, affiliated with the C.I.O., is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating against Kathryn Johnson in regard to her hire and tenure of employment and thereby discouraging membership in International Union Aluminum Workers of America, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

3. By discriminating against Kathryn Johnson because she filed charges under the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (4) of the Act.

4. The employees of the respondent, exclusive of employees in the engineering department and exclusive of supervisory and clerical employees, and composing what is known as the production and maintenance employees, have at all times material herein constituted and now constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

5. International Union Aluminum Workers of America was, on October 8, 1940, and at all times thereafter has been, the exclusive representative of all the employees in such unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

6. By refusing to bargain collectively with International Union Aluminum Workers of America as the exclusive representative of its employees in the appropriate unit, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

7. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.
ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Scripto Manufacturing Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

   (a) Discouraging membership in International Union Aluminum Workers of America, or in any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire or tenure of employment or any term or condition of their employment;

   (b) Refusing to reinstate or otherwise discriminating against any of its employees because he has filed charges under the Act;

   (c) Refusing to bargain collectively with International Union Aluminum Workers of America as the exclusive representative of all its employees, exclusive of employees in the engineering department and exclusive of supervisory and clerical employees, and composing what is known as the production and maintenance employees;

   (d) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

   (a) Offer to Kathryn Johnson immediate and full reinstatement to her former or a substantially equivalent position without prejudice to her seniority and other rights and privileges;

   (b) Make whole Kathryn Johnson for any loss of pay she may have suffered as a result of the respondent's discrimination against her, in the manner set forth in the Section entitled "The remedy" above;

   (c) Upon request, bargain collectively with International Union Aluminum Workers of America as the exclusive representative of the employees of the respondent, exclusive of employees in the engineering department and exclusive of supervisory and clerical employees, and composing what is known as the production and maintenance employees, in respect to rates
of pay, wages, hours of employment, and other conditions of employment, and if an understanding is reached on such matters, upon request, embody such understanding in a signed agreement with the Union, without requiring the Union to post any bond or to become incorporated, or to adopt similar alternatives;

(d) Post immediately in conspicuous places throughout the respondent's plant, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a), (b), (c) and (d) of this Order; (2) that the respondent will take the affirmative action set forth in paragraphs 2 (a), (b) and (c) of this Order; and (3) that its employees are free to remain or become members of International Union Aluminum Workers of America, affiliated with the C.I.O., and that the respondent will not discriminate against any employee because of such membership;

(e) Notify the Regional Director for the Tenth Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

Signed at Washington, D. C., this 25 day of October 1941.

Harry A. Millis
Chairman

Wm. M. Leiserson
Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD
STATEMENTS AND LETTERS ON EMPLOYMENT CONDITIONS AT THE ATLANTA QUARTERMASTER DEPOT
We, the undersigned, make this statement of conditions existing at the Fourth Corp Quartermaster Depot, located at Glenn Street and Murphy Avenue, Atlanta, Georgia.

Very great discrimination exists at the Depot in the way in which jobs are divided between white and Negro workers who have the same classification. Negro unskilled laborers must do all of the heaviest and dirtiest jobs while white workers of the same classification are not allowed to lift anything heavy or do any dirty work which may be passed on to Negro workers.

While Negro and white workers start out with the same classification, white workers are given a chance for promotion within a few weeks, while there are no promotions whatsoever provided for Negro workers. This is in spite of the fact that all of the jobs are under Civil Service and that seniority rights are expected to operate. Regardless of how much intelligence a Negro may show, he is not given a chance for promotion, while a white worker showing minimum prospects are given every chance. This means that Negroes must stay at their beginning salary scale of $90 per month while whites get a more than even chance to rise from this level.

A six months probationary period operates and when this period is over white workers are called in and told that their work is satisfactory or that they are going to be recommended for a raise. Negroes are not even called into the office and
told what their status is unless they are going to be dismissed.

Negroes with several months experience must submit to domination of young white workers with only a few weeks experience even though the white worker has to depend upon the Negro worker in order to learn his way around the job. This means that the experienced Negro worker is actually doing the foreman's work but does not get the chance to get a foreman's salary.

There are at least two instances recently where Negro workers were discharged because white workers of the same classification did not like the way Negro workers were conducting themselves even though the white worker had no charge over the Negro worker.

The entire thing sums up to this: That Negro workers who have demonstrated their ability by Civil Service examination are not given anything like equal consideration in the type of work which they must do, must submit to an overbearing attitude on the part of white workers who are not their job foremen and have no redress in the event of their discharge. Obviously, this is not democracy.

We heartily protest all of the above conditions and request an impartial investigation which will certainly bring all these things to light. We are all loyal Americans - many are veterans of the last war but this does not seem to matter. Our faith in democracy as it works at the Depot is certainly shaken and we hope that an investigation will bring about a change in these shocking conditions.
June 30, 1941

Judge William H. Hastie
Civilian Aid to the Secretary of War
War Department
Washington, D. C.

Dear Judge Hastie:

A situation exists in the Quartermaster Depot located at Glenn Street and Murphy Avenue, Atlanta, Georgia, which has repeatedly been brought to our attention. One of the cases was that of Jefferson S. Ward who wrote you on January 10 protesting his arbitrary discharge from the job without a hearing. I am enclosing copies of correspondence on a second case which has recently come to our attention. The fact that a hearing was requested and the Commanding Officer ignored the request for the hearing should be self-explanatory.

The issue here is far greater than that which devolves around one or two individual grievances however. On June 23, I had a meeting with eighteen Negroes who work at the Depot, and who came out in one of the heaviest rainstorms we have had this year to make a statement regarding conditions which now exist at the Depot. The attached memorandum gives the details. I sincerely believe that an impartial investigation by someone from the War Department, whom the Negro workers could trust, would reveal a situation which is almost incredible. The issue seems to be great enough for us to request that you make a personal investigation if it is at all possible for you to do so. The men are so afraid for their jobs that they are not apt to have confidence in any white person who may come from Washington unless I can have some advance guarantee from you that he is eminently fair.

Enclosed also is a statement which has been signed by seventy-seven of the Negro workers. One hundred other workers who were about to sign were told by two or three Negroes that if they did so they would be opposing the Government and would thus be liable to imprisonment in the Federal Penitentiary. These seventy-seven workers are so concerned that they have pledged themselves to stand for your expenses if you will come to investigate the situation. I have their names and addresses on file and will make them available to you if and when you come. The men were so afraid that there would be repercussions that I told them that I would not forward the sheets bearing their names and addresses. You can get some idea from this of the degree to which they have been intimidated.

Hoping that this matter may receive your prompt attention,

Very sincerely yours,

William Y. Bell, Jr.
Executive Secretary
MEMORANDUM

TO: JUDGE WILLIAM H. HASTIE
CIVILIAN AID TO THE SECRETARY OF WAR
WAR DEPARTMENT

FROM: ATLANTA URBAN LEAGUE
WILLIAM Y. BELL, JR.
EXECUTIVE SECRETARY

June 30, 1941

On June 23, 1941 a group of 18 Negro workers who are employed at the Atlanta Quartermaster Depot met to outline some of the conditions under which they are employed at the Depot. The meeting was arranged by one of the workers, who while having no specific protest himself, said that conditions were so intolerable that he felt obligated to bring the matter to the attention of some agency which he thought would be interested in helping to correct the abuses now existing at the Depot. The following facts represent the collective thinking of the 18 men. There was not a single dissenting voice to any of the statements made below.

Approximately 950 Negroes out of 1500 employees work at the Depot at the present time. Less than three of these are classed as anything other than unskilled workers. These three are doing custodial work and are not classified. All workers are under Civil Service.

In the Shipping Department motors and auto transmissions weighing 700 to 1000 pounds are loaded by cranes operated by white men. When the motors are brought to the Warehouse Department Negroes are forced to unload them with their hands. White workers run all the machines and all the unskilled work is done by Negroes. A few white workers are classified as unskilled but they act as foremen over the Negroes and to not do unskilled work.

The situation is indicated by the fact that a Mr. Roper, white foreman, can hardly read or write; Negroes had to show him around on the job for a month, now he bosses the same Negroes who taught him his job.

Negroes are forced to do the heaviest and dirtiest jobs. Whenever work gets heavy, Negroes are shifted to the job. On one occasion white men were stacking tent pins before Negroes came. When Negroes came they pulled the white men off the stacking because it was too hard and forced Negroes to do the work deemed to be too difficult for whites. Mr. Brooks, labor foreman, was over-heard to say that he was going to make the Negroes do all the hard work and save the white men for the easier jobs.
Within the past week there was one day when two Negro workers unloaded seven freight cars of merchandise by themselves. One of the men commented "the Atlanta Quartermaster Depot has a good reputation for getting out orders. Lieut. Col. Holland will get promoted to Washington pretty soon but we are the men who have done the work which will send him to the top while we must stay at the bottom doing the hard work and hardly daring to protest for our rights."

Major Stewart absolutely refused to use "niggers" as he called them on the transport motors until the white workers were found to be unable or unwilling to lift the motors - then he called Negro workers in. One of the workers said "they really believe that if a white man won't do the job, Negroes can be made to do it."

Negroes are definitely restricted in their choice of jobs. They are not allowed to pack but whites who have had no packing experience can get into the packing department and get a packer's salary. On the other hand Negroes, in many instances, do the same work as whites but do not get the same pay. This is true in the news room and in the other departments. A number of times, white workers have told Negro workers to take over their jobs while they went to do something else. Then the white worker would stand and watch the Negro worker work.

No Negroes have been promoted yet. White workers are called in after six months and told that their probationary period is over, that they are due for a raise or their work is at least satisfactory. Few Negroes are called in after six months period and told that they are off probation. The result is, many Negroes still think they are still on probation although they have been working more than six months. Most of the Negroes began work in October 1940.

White men want the Negroes to honor them by calling them "Mister" even though white workers have the classification which is no greater than that of the Negroes. This is very significant: EACH WHITE WORKER HAS A DEFINITE BOSS TO WHOM HE IS RESPONSIBLE EXCLUSIVELY. ANY WHITE MAN CAN BOSS ANY NEGRO AROUND. One unskilled white laborer can tell a Negro to move a brick from A to B. Another white man may come along right behind him and tell the Negro to move the brick from B to A. The Negro must obey in each instance or run the risk of being insubordinate. Two recent individual cases show this up clearly.

Working conditions are also poor. There are separate lavatories for Negroes and whites. White workers have a basin in which to wash their hands and faces in their lavatory. Negroes have one faucet in their lavatory which is directly over the urinal so that the water from the faucet will run down the urinal instead of into a basin. Negroes must wash their face and hands from this faucet and run the danger of being splashed by liquid from the urinal.
Negroes must follow rules rigidly. White workers, on the other hand, "due to the National Emergency" are given a wide latitude of freedom of their jobs.

Negroes can handle no machinery. One man with four years' truck driving experience was told, "I am sorry, you seem to be a good fellow, but we do not have any Negro tractor drivers." This is the general position of the department's administration in spite of the fact that there are white men driving tractors who are not even on Civil Service.

Lieut. Col. Holland was thought by many of the men to be one of the hardest men on Negroes.

They respectfully request an impartial investigation which will bring these matters to light and correct the situation which is highly injurious to the morale and to the National Defense effort.
The following represents a summary of the statements of seven employees of the Atlanta General Depot, Candler Warehouse under the 4th Corp Area of the War Department. The men said that they were representing all the other employees at the depot who are afraid to show their discontent openly.

The charges which the men made were:

1. That they are required to work many hours over the 48 weekly without overtime compensation.

2. They cannot advance to classified skilled positions, drawing more money solely because of their race and color.

3. They are intimidated by the Administration and work officials to the point where they have not dared register any discontent over their conditions.

Evidence given in support of these three charges was as follows: On Saturday, January 30, one crew of men began working at 8:15 a.m. and were allowed to leave at 8 o'clock p.m. One man on a night shift, supposed to have finished at 12 o'clock midnight actually finished at 5:30 the following morning. Some men on a day shift have been known to put in their shift and work all night long too. "If you work on Sundays they give you a day off the following week - if possible, but I worked on Sunday in December and have not been given a day off as yet."

The men's suspicions have been aroused by the fact that they are not allowed to signify on their time cards how many hours they have actually put in. "If you are supposed to quit at 12 o'clock Saturday night, you go to the clock at that time, ring out and then go back to work. You do not have to ring out
when you leave for overtime work." When the men do not ring themselves out, someone in the office rings their time in at the time they are supposed to quit but before they are off. They are not allowed to ring time in when they report on Sundays. "For example, on Sunday before last, January 18, white workers in the motor transport department, rang in but they would not let the Negroes ring in. This is a general practice for white and Negro workers on Sundays." The men do not know whether white workers received credit for overtime on other days. All the men agree that they were not given credit on their time cards for overtime work put in and stated that in spite of the overtime work, no Negro was known to have been paid for overtime.

This overtime work was cited as being more expensive for the men. "If you go home and they come for you in the middle of the night to put in an overtime shift, you have to pay your own transportation. If you have to stay overtime, you have to buy your own dinner." The regular hours were said to be 48 per week but the men said they may work any number above this in actual practice. They think that since private industry pays time and half for overtime, they are not being treated fairly. They also said that this practice does not fit in with the President's recent statement that overtime payments were to be inspite of the war effort. They say that their foreman and depot officials have told them that there is no such thing as overtime pay and that all the extra time they put in is "patriotic time." The men were very bitter about this.
In support of their charge that Negro workers are not advanced solely because of race and color, the men stated that about 1900 men are employed altogether at the depot, about 1000 of whom are Negro. They knew of only five classified Negro laborers. These include three truck drivers and two who work in the coffee shop. Prior to an investigation last June, none was classified. Less than 50 unskilled, unclassified white men are on the job, it was said, because all of the previous unskilled white workers had been elevated while Negroes had been kept from skilled status. They charge that unskilled, unclassified Negro laborers train white persons who have become checkers, storeroom keepers, foremen, etc. Though unskilled, the Negroes may be held responsible for stepping into the job of a white laborer who has skilled status.

The men say that they are not advanced even though their competence is obvious. The ridiculousness of the situation is seen in the fact that several of the Negro laborers are college graduates and some are understood to have received their M.A. degrees. They work as unskilled laborers under the direction of some white man who is said to be hardly able to recognize his name in print much less write it. Several men took a Civil Service examination for classified laborer several years ago, it was said, but these same men were classed as "unskilled, unclassified laborers," when they reported for work. In addition, some of the foremen have tried to classify Negroes but Lieut. Col. Holland, commanding officer, has turned them down.

Incidentally, the men lay many of their problems at the door of Lieut. Col. Holland whom they say is a Negro hater of
the first order. They characterized him as driving the men so fiercely that whites as well as Negroes are afraid of him.

Several of the men said that they wanted a chance to advance because this would mean a chance to raise their salaries from the present $90 level. They point out that the transfer of the depot from Candler Warehouse to the new depot at Conley, Georgia, means that their transportation charges will run from $7 to $11 monthly. This together with the proposed 5% salary deduction will make a huge cut in their basic wages.

The men say they have been told "you can't quit." The Lieutenants were alleged to have said that they will not give any man who quits a recommendation to go to any other job unless it is more important to the war program than this job. The men say that this virtually binds them to the depot since the depot is the most important job in this section of the country. One man who wanted to transfer to Detroit was refused and told that he could not transfer nor could he quit.

The men said that there has been no improvement in sanitary facilities since the last complaint was made in June. The water fountain was broken four months ago and has not been fixed. The general attitude is one of indifference for the welfare of Negroes. The men were told that things would get better when they moved to the new depot but the general opinion is that they are becoming worse.

The men showed much bitterness about their plight. They referred to "so-called Americanism," "false democracy" and one man snorted scornfully "and they say this is our country which we ought to fight for!"
February 6, 1942

Col. T. L. Holland, Commanding Officer
Atlanta General Depot
4th Corp Quartermaster Area
Atlanta, Georgia

Dear Col. Holland:

In accordance with our recent telephone conversation I am writing to place before you a summary statement made by some of the employees of the Atlanta General Depot in a recent meeting.

The men stated that they are required to put in overtime beyond the forty-eight hours which they are supposed to work weekly and that this time is work without overtime compensation. The men stated that in some instances they have had to work as many as four or five additional hours. They say that they are not allowed to signify on their time card how many hours have actually been worked but are required to "ring out" at the time they are supposed to leave and must then return to work additional hours. They said that they were not allowed to "ring in" when they report on Sunday and they have noticed at least some white workers who did so. The men stated that the practice of uncompensated overtime is not in accordance with recent statements by President Roosevelt and Secretary Perkins.

The second and basic complaint is that Negroes are not allowed to advance to classified, skilled positions solely because of their race and color. The men know of only five classified Negro laborers in the entire depot. Several men were said to have taken Civil Service examinations for classified labor several years ago and to have passed but these men were classed as unskilled, unclassified workers when they reported for work. They said that several of the men now working as Negro laborers are college graduates and some of whom have advanced degrees. All were said to work under the direction of foremen at least a few of whom are barely removed from illiteracy. They said that there are many instances where the Negro workers have trained white persons who were soon advanced to skilled jobs and to positions overseeing the work of the Negroes who had trained them. They thought that the presence of only five classified Negro workers out of an estimated 1000 is tangible evidence that they are not allowed to advance. Specifically, they said that some Negro workers have experience in jobs which they are not allowed to do but which were given to white youths with no previous experience.

The third main statement by the men is that they are intimidated to the point where few have dared to register any
discontent over their conditions although all the men suffer. They said that a foreman had told them "you cannot quit."
The lieutenants are alleged to have said that they will not
give any man who quits a recommendation to go to any other job
unless it is more important to the war program than this job.
The men say that this virtually binds them to the depot.

An incidental statement is that the men would like the
chance to advance because of the increase in wages which such
an advance would mean. They say that the removal of the depot
to Conley means that their transportation will cost at least
$7 monthly and that this is a sizable amount of their $90
monthly income. The men also say that they have to pay their
own transportation even if they have to leave home in the middle
of the night to put in overtime shifts and have to buy their
own meals while doing this overtime work. They said that there
has been little improvement in sanitary facilities since the
last complaint was made in June, pointing to the water fountain
which was broken four months ago and has not been fixed.

The men made it clear that they are not attempting to make
a racial issue out of their complaints but said that they have
not been able to secure the working conditions which they think
should go to increase output. They showed much bitterness and
it was apparent that their morale has suffered considerably.

As you may know, we are interested in helping to avert
circumstances which may lead to race friction. Our interest is
in trying to effect the greatest amount of harmony between
employer and employee. While we have not leaped to conclusions
on the basis of the statements made by these men, it is obvious
that they think that they have not been treated fairly. Whether
their feelings are justified or not, the net result has been
to cause a definite lowering of the morale which we all agree
upon as necessary for the successful prosecution of the war effort.

It is difficult to summarize in a letter the statements of
a number of men given during a two hour's meeting. I will be
glad, therefore, to amplify these comments in a personal con-
ference if this can be arranged. I will appreciate your re-
sponse to this letter and hope that we may look forward to
word of some harmonious adjustments of these problems.

Very sincerely yours,

William Y. Bell, Jr.
Executive Secretary

WYB:RW
Dear Sir:

Receipt is acknowledged of your letter of February 6, 1942, in which you allege certain discriminations against colored employees at this Depot.

At the outset, I would like to point out that this Depot has always been operated along the lines of strict impartiality. It will continue to be so operated as long as I am Commanding Officer. By this, I mean to imply that every employee comes into the Depot with every opportunity in the world of proving his worth and reaping the resultant benefits. No discrimination has been or will be made because of race, religion or politics. I would like further to point out that this Depot and the Government generally, consistently pays its employees at least 30% more than private businesses. In return for this, this Depot and the Government ask nothing more than a good day's work for what is considered a good day's pay. Prior to December 7, 1941, a somewhat different situation existed regarding working hours, working conditions, etc., but as you well know, we are now engaged in a conflict which will require the utmost exertion and devotion to duty on the part of all to bring the war to a speedy and successful conclusion. With these few observations I shall attempt to answer the allegations contained in your letter.

First, with regard to the question of overtime, you are informed that a minute record is kept of all overtime, either thru the medium of the time clocks or thru written records by supervisors. Any overtime work is being compensated for by allowing the employee time off during the following week or as soon thereafter as practicable.

Second, with regard to lack of advancement because of race and color, you are advised that it has been and will continue to be the policy of this Depot to advance any person to a higher position if the circumstances warrant such action. Particularly in the Motor Division of the Depot have all employees been given an opportunity to exhibit their knowledge of motor transport.
parts and equipment for the purpose of advancing those with sufficient knowledge and experience to a higher paid position. However, on the basis of these tests, which were impartially conducted, it was determined that no colored employee possessed sufficient knowledge of the parts to justify certification to a higher position. In some other activities, however, it has been possible to promote qualified colored employees and just recently three were advanced to skilled positions. The question of a person being classed as an unskilled laborer is matter which was predetermined by the Civil Service Commission. This Depot has very few authorized positions as skilled laborer. All laborers either white or colored are drawn from the same unskilled laborers Civil Service register.

Third, with respect to intimidation to forestall complaints, after a thorough investigation, I can find no basis for this allegation. No laborer, regardless of his position, is indispensible. If you know of any laborer who wishes to sever his connection with the Depot and you will give me his name, I shall be most happy to personally approve his resignation.

Fourth, concerning the assertion by your complainants that it will cost them $7 monthly extra for transportation by reason of the Depot being moved to Conley, this likely is true in some instances, but if true, their case is no different from hundreds of others employed at the new Depot and that of thousands of others throughout the land who are employed at posts, camps, stations, etc., considerably distant from their place of residence. In this connection it is stated that arrangements have been made with a bus line to run busses thru the densely populated parts of the city, pick up employees and carry them straight to the Depot. The company has agreed to sell a book of 14 tickets for $1.74, good for 30 days. At this rate, an employee so resides that he can ride as above indicated, I do not see how it will cost him $7 per month extra for transportation.

It is, of course, a matter of direct concern to the Commanding Officer when any person or group of persons feel that they are not being dealt with fairly. However, it is my considered opinion that this Depot has done more for its colored employees than any other similar institution in this locality. I shall always be glad to entertain a meritorious complaint from anyone. It must be remembered, however, that the present working conditions are, to a great extent, a matter over which I, as Commanding Officer, have little or no control. The mission of this Depot is to supply the troops and this we shall do if the officers and employees have to come back here at night to do the job. You, as representative of colored employees, can be of great assistance in promulgating a spirit of unity, I assure you that your cooperation in this respect will be greatly appreciated.

Yours very truly,

T. L. HOLLAND,
Colonel, Q. M. Corps,
Commanding.
Twenty-eight men now employed at Atlanta General Depot convened in a meeting on this date to consider Colonel Holland's reply to the charges made in their meeting of February 2. The following represent the substance of their comments on specific issues:

TEST

Regarding the test mentioned by Col. Holland in paragraph four of his letter, the men stated that it was unfair because of the following reasons:

(1) White persons were allowed to take the test from two to four P. M., presumably during work hours. Negroes were given the test after four-thirty on their own time.

(2) The man supervising the examination rushed the Negroes, saying, "Move on, if you don't know it keep going." White persons were given the chance to take it without being disturbed.

(3) Since it was a Federal test, Negroes and whites should have taken the same test at the same time in the same room. This would have reduced chances for favoritism.

(4) The supervisor was in the room all the time Negroes were taking the test and rushed them out; he was out of the room at least half the time when it was given to whites. This would have enabled white persons to receive a better grade automatically since they could check with each other on the answers.

Incidentally, the men say they were asked to name motor transport parts, when there is practically no time that it is ever necessary to identify a part. Stock numbers are used for parts throughout the Depot. They say, moreover, that they had no chance to learn the names of the parts, although white workers were admitted to the place
where the parts were named and thus had a chance to familiarize themselves with the names.

**PROMOTION**

The men repeated the charge that Negroes are not promoted regardless of how long they have served, although white persons are advanced after two or three months. When a white person is not formally promoted but still remains a laborer, they said he is given charge of a crew and oversees their work. They reiterated the statement that some of the Negroes have done and are now doing the work which is supposed to be done by white men holding skilled status.

**SENIORITY RIGHTS**

Seniority rights mean nothing according to the men. White persons learn from Negroes and then are promoted over them.

**DISCRIMINATORY MEETINGS**

Call meetings have been held at which no Negroes are allowed. While the meetings were ostensibly held for store keepers, unskilled white persons have attended and the men thought that the interest of Negroes might be jeopardized by these meetings. Major Smith or Captain Palmer call these meetings.

**GUARDS**

A specific instance of the policy of withholding better jobs for Negroes lies in the fact that no Negroes can be promoted to guard status. Although preference is given to veterans for guard service, no Negro veterans have been considered.
OVERTIME

Regarding Colonel Holland's statement in paragraph three on the matter of overtime, the men stated that the week beginning February 16 was the first time they received time off for overtime. Major Smith was reported to have said that if they didn't want to work the way he wanted and as long as he wanted, there were plenty of other men needing work who would be glad to take their jobs. They stated that they thought the concession of overtime work had been granted as result of the letter written Colonel Holland in their behalf. They repeated, however, that their charges of past failure to compensate for overtime work were true.

GENERAL WELFARE

(1) The fountain in Warehouse B F 6 is still broken. This was the only decent place for drinking water except where the urinal is located. Apart from the broken fountain, men must get water from a faucet which opens into the urinal trough and which is only eight inches above the trough. The men said their statement about water facilities didn't apply to the Motor Transport Division which has ample water facilities.

(2) There are face bowls in all the latrines for white persons, but none for Negroes.

(3) White persons can eat lunch and get warm in offices on each "line." Negroes have only one such office which is consequently so crowded that some men can never get in and must remain outside in the cold in order to eat their lunch and relax during time off.
Negro workers who are injured during the course of their duty must get on the street car to go to Ft. McPherson by themselves. White persons are taken either in a car or ambulance. The men gave this as a general statement on the basis of the few specific instances they had seen. In general the men said that if any white person does not like a Negro laborer, the latter will have to watch out for his job. They said that Colonel Holland had called in only a few Negroes to inquire about the charges they had made and that some of them had been prepared to document those charges if he had called a general meeting or had shown any inclination to really get at the root of the trouble.
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