

**THE ORIGINS OF THE FROSTY MORN STRIKE,
1968 - 1969**

MEMORANDUM

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THE ORIGINS OF THE FROSTY MORN STRIKE, 1968-1969

An Abstract
Presented to
the Graduate Council of
Austin Peay State University

In Partial Fulfillment
of the Requirements for the Degree
Master of Arts

by
Donna Gail Waller

June 1975

ABSTRACT

"The Origins of the Frosty Morn Strike, 1968-1969" proposes to show the way the union became interested in the workers in the Clarksville Frosty Morn plant, their subsequent attempts at getting the Amalgamated Meatcutters and Butcher Workmen of North America, AFL-CIO, accepted as the bargaining agent for the plant, and the strike which ultimately resulted when the union was not at first accepted.

The thesis will begin with information on the background conditions in the plant prior to unionization. This will be done with the Cost of Living Index and the union scale.

The background of Frosty Morn business will be discussed along with early organizational attempts by various unions. The Amalgamated Meatcutters and Butcher Workmen began its attempts around 1962. These attempts to become the bargaining agent for the Clarksville workers at the Frosty Morn plant led to the election controversy in 1962-1963 and to cases being brought before the National Labor Relations Board.

I propose to deal with the National Labor Relations Board's accounts of the cases brought before her dealing with the controversy between the Amalgamated Meatcutters and Butcher Workmen and Frosty Morn in relation to the union's

5
becoming the bargaining agent. There are only a few cases that are important enough to be dealt with in relation to the outcome of the Supreme Court decision and the final decisions of the National Labor Relations Board.

The court rulings are important only to the final outcome of the strike. I have analyzed the records from the Sixth Circuit Court of Appeals and the rulings of the Supreme Court. These follow logically from the National Labor Relations Board's decisions and should be dealt with in subsequent chapters.

The strike will be described in the terms of the union's methods and goals. The minor violence of the strike and the consumer boycott will be considered as will the consumer boycott. The boycott showed how the union encouraged public support to help win the strike.

The final chapters will deal with the settlement of the strike with a study of the contract which was won in 1969 as compared to the contract the union had proposed in 1965 and 1968.

THE ORIGINS OF THE FROSTY MORN STRIKE, 1968-1969

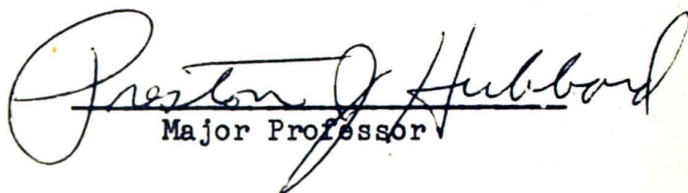
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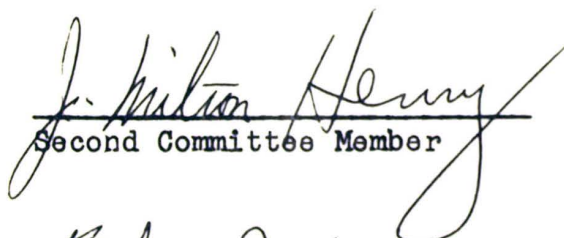
by
Donna Gail Waller
June 1975

To the Graduate Council:

I am submitting herewith a thesis written by Donna Gail Waller entitled "The Origins of the Frosty Morn Strike, 1968-1969." I recommend that it be accepted in partial fulfillment of the requirements for the degree of Master of Arts, with a major in History.

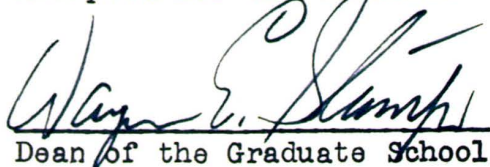

Major Professor

We have read this thesis and
recommend its acceptance:


Second Committee Member


Third Committee Member

Accepted for the Council:


Dean of the Graduate School

ACKNOWLEDGEMENTS

The author wishes to thank Dr. Preston J. Hubbard who suggested the topic and whose advice, suggestions, and guidance throughout the research and writing were invaluable. Gratitude is also extended to Dr. Richard Gildrie whose faith and guidance gave the author inspiration.

The Amalgamated Meatcutters and Butcher Workmen of North America, AFL-CIO must be thanked for their records and the use of their other facilities during the research.

The author wishes to thank her parents and husband whose moral support made graduate school and the writing of the thesis bearable.

TABLE OF CONTENTS

	Page
INTRODUCTION	v
Chapter	
I. CONDITIONS AT FROSTY MORN PRIOR TO THE STRIKE	1
II. FROSTY MORN PLANTS EARLY ORGANIZATIONAL ATTEMPTS	13
III. ORGANIZATIONAL ATTEMPTS AFTER 1961	18
IV. NLRB DECISIONS ON BEHALF OF FROSTY MORN EMPLOYEES	34
V. UNION TAKES FROSTY MORN TO COURT	44
VI. LOCAL 405 LAUNCHES STRIKE.	51
VII. THE CONSUMER BOYCOTT: UNION'S VITAL WEAPON	61
VIII. PREVIOUS CONTRACT PROPOSALS AND THE SETTLEMENT	67
IX. CONCLUSION	81
BIBLIOGRAPHY.	84
APPENDIXES.	89
A. Correspondence	90
B. Materials Concerning NLRB Election at Frosty Morn.	96
C. Materials Concerning Workers' Rights at Frosty Morn.	103
D. Wage Data.	106
E. Strike and Boycott Materials	109

Chapter I

CONDITIONS AT FROSTY MORN PRIOR TO THE STRIKE

The Amalgamated Meat Cutters union asserted that labor conditions at Frosty Morn prior to the strike were inferior and below reasonable national standards; on the other hand, Frosty Morn officials denied these charges, insisting that labor conditions in the company's Clarksville plant were reasonable and certainly not inferior. In order to attempt to recreate the general atmosphere that prevailed in the plant prior to the strike, evidence from various sources must be pieced together. To begin with, there should be an analysis of prevailing labor standards, especially wages, hours, and cost-of-living factors. The following graphs represent a picture of these standards as presented by the Department of Labor's Cost of Living Index for 1968.

INTRODUCTION

Accumulating the material on a strike as recent as the one against the Tennessee Packers, Frosty Morn Division was difficult because of scarcity of materials. The author was able to use only the records of the Amalgamated Meatcutters and Butcher Workmen of North America, AFL-CIO. Both the International Headquarters in Chicago and the Local 405 in Nashville were always ready to lend a hand with information and documents.¹

Records which would have been valuable were denied. The Frosty Morn plant in Clarksville withheld all information in relation to the strike, despite written requests to both Clay Barnes, plant manager at the time this thesis was begun and Crosby Moore, plant manager in 1974.²

The fact that only one party to the dispute made records available for study made the writing of this thesis extremely difficult. The task would have been even more troublesome had it not been that the public records of the

¹See Appendix for letter from Robert Delaney, Educational Field Representative of Amalgamated Meatcutters and Butcher Workmen of North America, AFL-CIO, who advised of the availability of data from the union.

²See Appendix for letter from Clay Barnes, General Manager of Frosty Morn Meats, Clarksville, Tennessee in which the company denied access to their records for various reasons.

National Labor Relations Board and the records of the Sixth Circuit Court of Appeals in Cincinnati which were made available.³

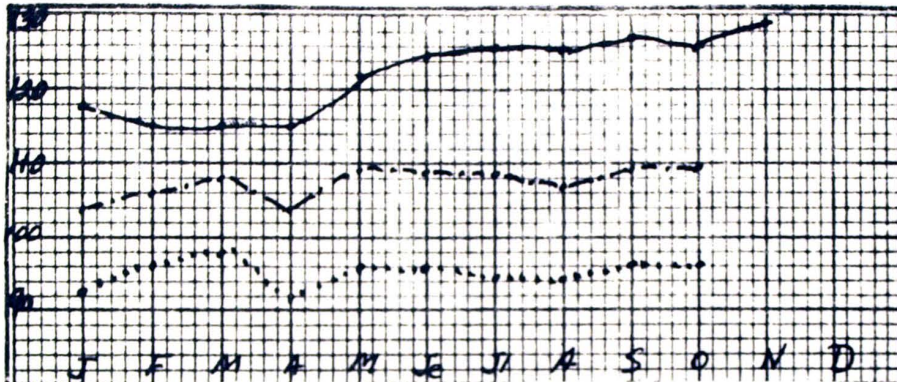
The available information did make it easier to see the story and to draw conclusions. The most difficult part of the task at hand was to piece the story together and to find information on conditions in the plant prior to the beginning of the strike in April, 1968. For this information, I had to draw chiefly from the Cost of Living Index for 1968. Some of the data concerning the pay scale of Frosty Morn was drawn from the Clarksville Leaf Chronicle. Some information was taken from the official union publication, The Butcher Workman.

Most information in other chapters is taken from the union records with information on the strike itself coming from the Leaf Chronicle.

Records pertaining to the National Labor Relations cases and the court cases are taken from the official records of those bodies and from union related records.

³See Appendix for letters from James Higgins, Clerk of the Sixth Circuit Court of Appeals and Micheal Taylor, Deputy Assistant General Counsel for the National Labor Relations Board in which materials were offered.

Graph #1. Average Weekly Income--
Meat Industry--1968¹



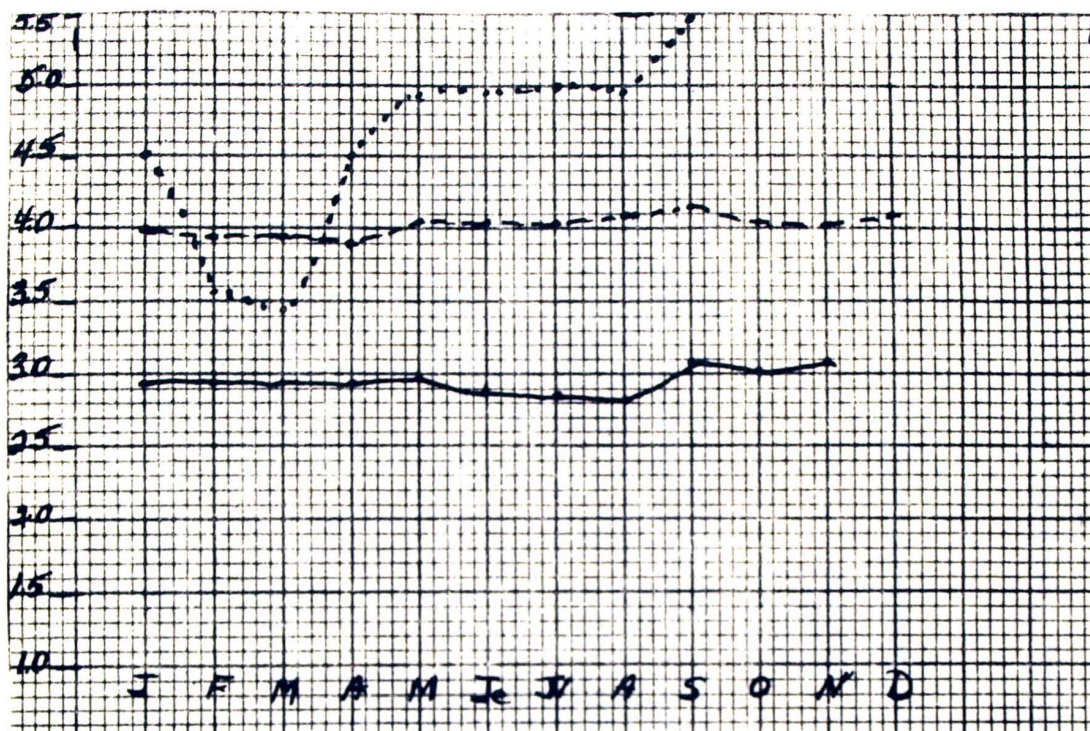
— Average Weekly Earnings
 Spendable Income for employee with no dependents
 - - - - Spendable Income for employee with three dependents

Vertical lines represent months.

Horizontal lines represent dollars.

¹"Average Weekly Income--Meat Industry," Monthly Labor Review, January, 1969.

Graph #2. Average Hourly Earnings, Overtime,
Average Work Hour for Meat Industry, 1968²



_____ Hourly Wage

..... Overtime

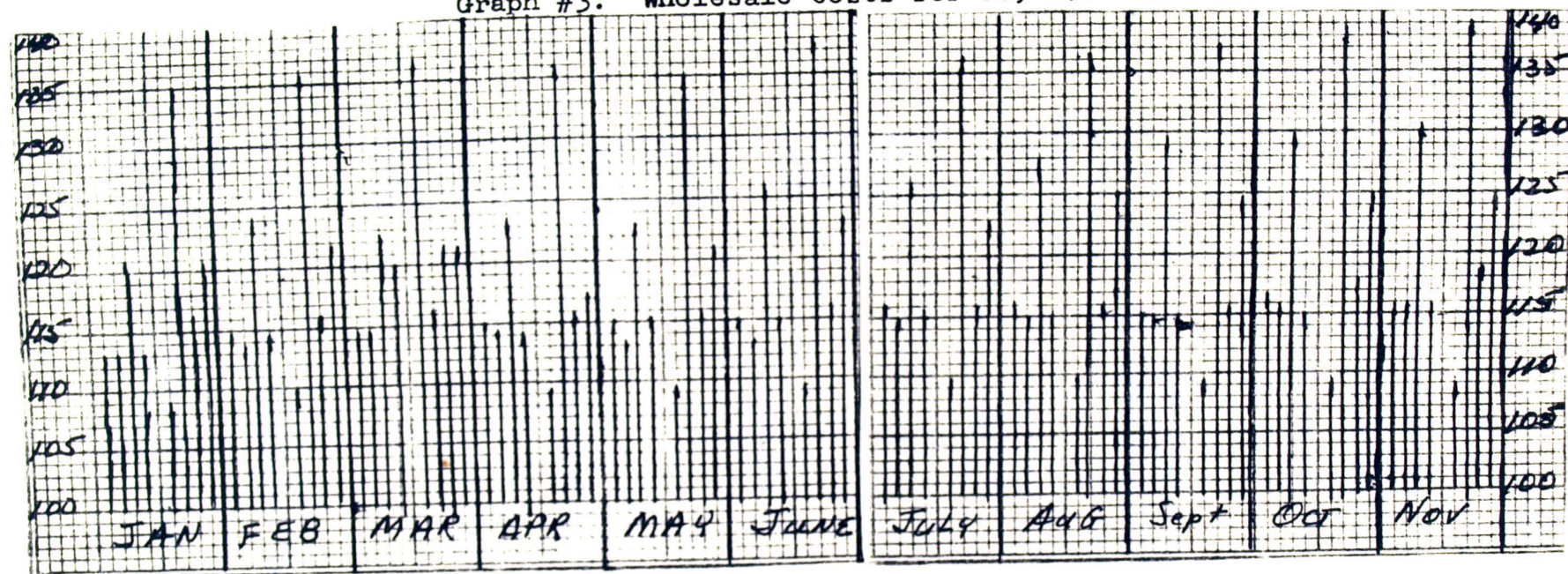
----- Average Hour (figured multiplied by ten)

Vertical line is representative of months.

Horizontal line is representative of hours.

²"Average Hourly Earnings," "Overtime," "Average Work Hour," Monthly Labor Review, January, 1969.

Graph #3. Wholesale Costs for US, 1968³



Line 1 - Food Costs at Home
 Line 2
 Line 3
 Line 4

Vertical Lines -- months

Line 5
 Line 6
 Line 7
 Line 8

Horizontal Lines -- dollars

³"CPI Wholesale," Monthly Labor Review, January, 1969.

At the beginning of the strike against Neuhoff in Clarksville, the Frosty Morn plant advertised the need for workers.⁴ In the attempt to attract prospective employees Frosty Morn published the following typical payroll which they claimed was representative of the week of April 6, 1968.⁵

TABLE I. ADVERTISED SALARIES
AT TIME OF STRIKE

PAYROLL #	SALARY ⁶
JANITOR	
48120	\$176.53
48140	195.50
48060	237.65
48220	140.71
48640	109.45
48380	148.53
SAUSAGE	
44030	136.67
44070	145.50
44080	170.03
44100	177.00
44060	135.60
TRUCK DRIVERS	
08030	212.34
08040	216.57
08060	174.38
08120	292.25
08150	272.25
08270	184.50

⁴Clarksville Leaf Chronicle, May 5, 1969, page 5.

⁵Ibid.

⁶It is not stated by the Leaf Chronicle whether this salary is the gross or the net.

TABLE I. (continued)

PAYROLL #	SALARY
PORK SLAUGHTER	
48120	176.53
48140	195.50
48060	237.65
48220	140.71
48640	109.45
48380	148.53
SHIPPING	
06140	140.18
06050	139.78
06040	151.59
06030	144.84
06150	146.74
06226	124.86
BEEF & VEAL COOLER	
16020	196.90
16040	199.81
16060	180.44
16050	197.84
CLEAN-UP	
40020	132.77
40030	154.97
40060	111.57
PACKAGE MEATS--FEMALE	
24120	105.86
24075	121.80
26160	121.39
28010	117.95
30090	113.27
30180	106.98
32080	112.75
30150	109.94
MAINTENANCE	
34040	125.75
34100	132.65
34120	141.25
34180	166.07
34200	144.08
34240	158.42

TABLE I. (continued)

PAYROLL #	SALARY
BEEF DRESS	
42040	135.63
42060	150.63
42080	172.19
42120	165.63
42320	220.02
42180	154.67
PORK CUTTING	
50060	198.33
50160	206.63
50220	177.84
50280	236.40
CURINGHOUSE AND SMOKINGHOUSE	
46030	160.60
46050	212.34
46070	161.72
46170	153.93
NEW EMPLOYEE IN TRAINING LESS SIX MONTHS SERVICE	
06227	104.06
06220	140.38
06350	138.35
42470	115.63
48770	148.13

This is all the information that was available to me concerning the salaries at Frosty Morn.

On the other hand, the union scale for the meat industry incorporated prior to the strike was as follows:⁷

HOOR RATE CODE	RATE
0	2.675
1	2.720
2	2.765
3	2.810
4	2.855
5	2.900
6	2.945
7	2.990
8	3.035
9	3.080
10	3.125
11	3.170
12	3.215
13	3.260
14	3.305
15	3.350
16	3.395
17	3.440
18	3.485
19	3.530
20	3.575
21	3.620
22	3.665

The union wage cannot be compared to the hourly wage at Frosty Morn; however, the union rate multiplied by forty hours would generally give a figure comparable to that which Frosty Morn represented in the full page ad in the Clarks-ville Leaf Chronicle. It must be noted that the salary stated by Frosty Morn in its ad did not state that the pay was for a forty hour week although the assumption would probably be made.

⁷"Contract Proposal," December 6, 1967, Tennessee Packers, Records of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO; hereinafter referred to as the Union Records.

At the time of the strike, the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO⁸ charged that the workers at the plant in Clarksville were working as much as a sixty hour week.⁹

During the strike the AMC published facts that they had accumulated about Frosty Morn presumably from workers from the various Neuhooff plants. The union consistently maintained that Frosty Morn workers were working for wages that were "substandard, non-union, and well below union rates."¹⁰ It was the union's contention that employees made only the minimum wage which was well below the union scale. They reported that a boner at a Frosty Morn plant in Quincey, Alabama was making \$1.75 an hour despite the fact that he had eight years' experience and that a newly employed sticker made \$1.65 an hour.¹¹ Thus, a worker with eight years' experience was earning only a dime an hour more than a worker with only one year's experience. In the same report it was reported that a truck driver with

⁸ Hereinafter abbreviated as AMC.

⁹ "An Empire Built on Low Wages," Butcher Workman, January, 1969, page 3.

¹⁰ "Full Union Campaign Backs Local 405 in Frosty Morn Strike," Butcher Workman, July and August, 1968, page 44.

¹¹ "Neuhooff-Anti-Union Employer," Butcher Workman, November and December, 1968, page 2. It should be noted that the two different jobs in the plant are being compared in respect to pay scale.

thirteen years' experience at the Frosty Morn plant was making only \$2.25 an hour compared to a union driver employed by Swift in Nashville who made \$2.90½ an hour.¹²

Employees at Frosty Morn were required to furnish their own uniform, boots, gloves, and hairnet in the case of women employees.¹³ Although the employees furnished necessary clothes for the uniform, the company agreed to launder the clothes at a cost of \$1.60 a week to the employee.¹⁴ The employees were allowed no time to change into their uniforms. She either came to work dressed or changed on her own time which left her in the position of bringing an extra change of clothes to work.

Of course, in contract negotiations prior to the strike, the AMC sought a wage increase as well as clothing privileges wherein Frosty Morn would furnish the uniform and allow time on the clock for the employee to change her clothes. The union had calculated that an employee lost \$16.40 on a forty hour week in time lost changing clothes. This loss amounted to \$39.98 on a sixty hour week and at least \$2,078.96 a year for the lost time.¹⁵

¹²Ibid.

¹³"An Empire Built on Low Wages," Butcher Workman, January, 1969, page 3.

¹⁴"Neuhoff-Anti-Union Employer," Butcher Workman, November and December, 1968, page 2.

¹⁵Ibid.

The AMC also sought an increase in the number of holidays which the company offered. The union hoped to bring in more paid holidays with extended rights regarding paid vacations. At the time of the strike, Frosty Morn offered one week vacation after a full year of service beginning in January. If an employee was hired after January 15, she would work until the next January 15 before the company would begin to calculate her year of service as having begun.¹⁶ In the matter of vacations, an employee at Frosty Morn received a two week vacation after sixty months continuous service; whereas, union shops required only two years service for a two week paid vacation.

The union also sought a seniority system within the company. According to Frosty Morn, seniority was merited by skill and physical capabilities which actually left the decision to the individual plant managers rather than to any regulations standards within the company as a whole.¹⁷

Safety measures became an issue when the union uncovered the information concerning an accident in Neuhoff's Union City, Tennessee plant where steam pressure built in a pipe and finally exploded, killing one worker instantly.

¹⁶"Full Union Campaign Backs Local 405 in Frosty Morn Strike," Butcher Workman, July, August, 1968, page 44.

¹⁷Ibid., page 4.

Another man injured in the explosion died eight days later.¹⁸ No evidence was displayed that other Neuhoff plants were as guilty of negligence as the plant in Union City. Yet good safety equipment and careful maintenance became goals of the company and union alike.

During the strike, some workers brought up the issue of company harassment. The issue never became that expansive unless the worker could prove that her harassment was because of her union affiliation. All contracts proposals did include a clause which would forbid company harassment of workers.

Negotiations on working conditions were among the first issues discussed and agreed upon by union, company, and workers in the 1967 contract. These negotiations and decisions were brought to a halt by the strike starting on April 15, 1968.

¹⁸"An Empire Built on Low Wages," Butcher Workman, January, 1969, page 3. This article also tells that the company officials at the plant allowed the workers to take off for the funeral of the workers who died but docked them for time lost for the event.

Chapter II

FROSTY MORN PLANTS EARLY ORGANIZATIONAL ATTEMPTS

The Frosty Morn plant in Clarksville is only one of the many plants owned by Lorenz Neuhoff. The Tennessee Packers, of which Frosty Morn is a division, sells throughout the South, only having recently expanded to Northern cities like New York, Philadelphia, Baltimore, and Chicago.¹ Most of the Neuhoff plants are located in the South predominantly in the states of Virginia, Alabama, Florida, Tennessee, and North Carolina.²

The Frosty Morn plant in Clarksville has a large business in Middle Tennessee. The plant in 1968 sold to Clarksville and Nashville predominantly. In Clarksville, Frosty Morn sold its meat products to fourteen stores ranging from chain stores like the A & P and Kroger to independent grocers like Davenport's to hotel restaurants like the Royal York.³ In Nashville, Frosty Morn supplied

¹Our Struggle. Directed by Bill Neebe. Produced by the Amalgamated Meat Cutters and Butcher Workmen, North America, AFL-CIO.

²Ibid.

³"Frosty Morn Sells To," Bulletin Board and Communications, Union Records.

to independent grocers, chains, and to the Farmer's Market Warehouse, but in certain areas of the city, they sell only to one particular type of store. For instance, in East Nashville they sell only to independent grocers.⁴

In 1968, the plant received meat for curing from many different areas. Plants like Swift in St. Louis, Armour in Louisville, Lovett Meats in Whites Creek, Hormel in Minneapolis, and New Zealand Refining Company in Canterbury sold to Frosty Morn.⁵

Most of the supplies for the Clarksville plant were supplied from areas other than the Montgomery County area. Materials were shipped from plants in Nashville, Toledo, Charlotte, Kalamazoo, Atlanta, and Clifton.⁶

The Frosty Morn Plant employed approximately three hundred from the Clarksville and surrounding area.⁷ Besides the Goodyear plant on Marion Street and the Trane plant on Clarksville Highway, few other industries in Clarksville were as important to the community in the sense of providing employment. Yet, unlike the Goodyear and Trane

⁴Ibid.

⁵"Receives Meat for Curing," Bulletin Board and Communications, Union Records.

⁶"Materials Supplied," Bulletin Board and Communications, Union Records.

⁷National Labor Relations Board complaint form, December 15, 1968. Craig v. Tennessee Packers, Union Records.

plants, the Frosty Morn plant was not yet unionized nor had it ever been.

The AMC reported that they had been interested in organizing a union in Clarksville since 1949. In 1949, the AMC tried to organize the workers at the Kleeman Packing Company. The plant was owned by the mayor of Clarksville, William Kleeman. The Kleeman Packing Company was located at the present site of the Frosty Morn plant. In the 1949 organizational attempt, a strike was called but it was defeated.⁸

In 1953, the Teamsters Local 327 under the leadership of Don Vestal and A. C. Sloan enlisted truck drivers at the Frosty Morn plant into their Teamsters Local. When the men joined the Teamsters, Vestal and Sloan asked the company for union recognition and negotiations for a contract. Both were refused.

In the same year as the Teamsters' organizational attempt of truck drivers, the AMC had begun organization of the workers in the plant. With the enlistment of the members, they too asked for negotiations and an election in which they hoped to become the bargaining agents for the workers. Frosty Morn refused.

⁸Personal interview with Ronald Sloan, Secretary-Treasurer of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, conducted on January 26, 1973. Mr. Sloan's interview was conducted in writing due to his recent surgery for cancer of the throat.

At this point the Teamsters and the AMC staged a joint strike effort to win negotiations and possible recognition. After sixty days, the Teamsters capitulated in the strike effort; however, the AMC continued for another thirty days including into their negotiations the truck drivers abandoned by the Teamsters.⁹ After the ninety day strike effort, the union still failed to win any negotiations. Frosty Morn merely accepted the strikers back to work. The company claimed that the strike had exerted no influence on their production since they had lost no time due to the strike.¹⁰

Ronald Sloan, Secretary-Treasurer of the union, says that his union withdrew organization from 1957-1959. Unionization attempts did occur under the jurisdiction of the United Packinghouse Workers. This union failed to win the votes necessary by which they would win the bargaining power for the plant.¹¹

⁹Ibid.

¹⁰Interview with E. C. Moore, general manager of Clarksville Frosty Morn plant in 1953 conducted February 20, 1973.

¹¹Sloan interview, January 26, 1973. Sloan blamed the company for interference which he claimed was the primary reason for the failure of the 1959 strike.

Beginning again in 1961, the AMC once again began its attempts to win the right to become the bargaining agent for the Frosty Morn workers of Clarksville.

Chapter III

ORGANIZATIONAL ATTEMPTS AFTER 1961

The AMC resumed attempts to organize and establish a union at the Clarksville Frosty Morn plant in 1961. They tried various methods of encouraging workers in the plant to come to union meetings. Union members from other plants throughout the AMC's jurisdiction were brought in to discuss the benefits of being a union member and to encourage Frosty Morn's employees to join.

Special social outings were arranged so that the union's members and officials could meet Frosty Morn employees. Once the desire for a union was established union buttons were sent to the prospective union members. New members were urged to be open about their union affiliation. These new members were urged to recruit other workers in their plant for membership in the union.

As the union became more open and ambitious in its attempt to become the bargaining agent for the Clarksville plant, they urged the prospective members of the Clarksville area to join them in writing a contract proposal to be presented to management.

The union wanted every chance to meet employees and ply them with union propaganda but denied the charges

made by the company that the union was responsible in any way for trouble in the plant or that they had been guilty of any unlawful acts in their organizational attempts.¹

Prior to the 1963 union election, Ronald Sloan, Secretary-Treasurer of the union, wrote a letter to Clay Barnes, Frosty Morn General Manager, in which he accused Barnes of forcing workers to attend meetings held on company time in which Sloan felt that Barnes was attempting to deprive the workers of their right to organize, form, and join the union of their choice.² Sloan requested equal time and facilities for the union to counter the company speeches. Sloan told Barnes that he thought Barnes should "respect the law and the rights of the workers in the future."³

The union held many of its meetings and socials at the Rubber Workers' meeting hall and were open in their urging of the workers to come to the meetings and be organized. Workers were urged openly to attend meetings as union members so that the company could see the strength of the union and thus the strength of the workers to achieve the goals and reforms they had in mind.

¹"Special Notice," September, 1963, Frosty Morn Correspondence with Employees. Union Records. No record in the union files indicates exactly what unlawful acts the union was guilty of performing.

²Letter from Ronald Sloan to Clay Barnes, August 15, 1963, Frosty Morn Correspondence--Employer, Union Records.

³Ibid.

Despite the apparent success of the union, all workers were not anxious to join. The union implied that this reaction was not dominant among workers. Some workers saw the union's organizational attempts as detrimental to their right to work and function as employees at the Frosty Morn plant. Martha Jean Rogers was one such employee who filed suit with the National Labor Relations Board.⁴ She charged in her complaint filed October 17, 1963 that the AMC had restrained and coerced her in their organizational attempts at Frosty Morn. This restraint and coercion violated her rights under Section 7-A of the National Labor Relations Act. This case was, however, withdrawn on November 19, 1963 with no explanation.⁵

Some workers joined together in a committee called the Anti-Union Committee which was apparently designed to rally support to keep the union out of the plant. From the few incidents in the union records, the Anti-Union Committee primarily held meetings at the same time the union held its meetings in order to counter the unionization attempts. Generally the committee's meetings were held at the Miller's Club House on Swift Drive in Clarksville.⁶

⁴National Labor Relations Board will hereinafter be abbreviated as NLRB.

⁵Union Records carry record of the complaint but no notice as to why the complaint was dropped.

⁶Leaflet for Union Election Victory, August 29, 1963, Frosty Morn Bulletin Board and Communications, Union Records.

It seems obvious that some workers tried to protect their right to work and remained dubious of those who thought the union could give them benefits better than those already given by the company.

Prior to the election vote, the union urged Frosty Morn workers to come to meetings so that a union contract could be readied for the negotiations after the election. News of the upcoming election was spread to the workers through these meetings as was other information about the union, its activities, and what it meant to be a union member.⁷ In these notices for meetings the union also pointed out that workers could receive a much higher wage as a union member than without the union. It was pointed out as an example that an experienced butcher would receive \$3.305 an hour and that workers with no experience could receive as much as \$2.165.⁸

In a letter from Ronald Sloan to E. C. Moore of Frosty Morn six days prior to the election, Sloan requested that the AMC be recognized as bargaining agent for all Frosty Morn employees excluding management, office personnel, guards, and sales personnel. This would also exclude livestock buyers and specialists, clerical workers, air

⁷"Special Notice," April 6, 1963, Frosty Morn Correspondence with Employees. Union Records.

⁸Ibid.

pilots, foremen, and supervisors. This was a formality which received no answer.

The union urged workers to go to the ballot box with confidence that the union would win. They emphasized the secret ballot as they had told people that they could not legally be fired for their union activity. The union felt that their success would have been greater if more people had not feared for their job if they had union affiliation.⁹

On August 29, 1963, an election was held to determine whether or not there would be a union at the Frosty Morn plant and whether or not the AMC would be the bargaining agent for this union. The NLRB's strict rules were applied to the election.¹⁰ The AMC lost the election but appealed the results to the NLRB on a technical basis. A new election was set for 1964.

The union met with prospective union members on January 16, 1964 for a contract proposal. This meeting was held at the home of Carrie Bowers, a union member, and most of the proposals centered around issues affecting the truck drivers who would be included in the AMC contract if

⁹Ibid.

¹⁰See Appendix for the special "Instructions to the Election Observer" which was issued by the NLRB.

the union won the election. The truck drivers were anxious to include such issues as helpers for out of town runs. They wanted larger allowances for meals and allowances for uniforms. A minimum wage of \$3.00 an hour was discussed. Drivers wanted a one day notice for all trips as well as the ability to lease out runs which they no longer wanted. A premium for night work was to be included extending to people in the plant also. The contract proposal was very general and broad with merely generalizations for topics to be considered for the final contract. This meeting showed workers that the union was willing fully to support them.

Throughout 1964 the union held meetings concerning the possibility of contract proposals. The union officials urged all interested parties to aid in the writing of a rough draft of a contract. As usual the union continued to try to obtain more and more members to help their possibilities of winning the new election.

Continued negotiations with the company were necessary in order to fix the date for the new election. The union and the company appeared to be locked in debate over what day would be most appropriate. The union suggested the date of June 19 and an alternate date of June 20.¹¹

¹¹Letter from John Singer to John Reynolds, NLRB 26 District, May 15, 1964, NLRB case 26-RC-2030, Union Records.

Frosty Morn rejected these dates on the basis that the election should be held on a Friday or Saturday in order that all truck drivers could vote. Finally the date of May 30 was established for the new election.¹²

The union lost the 1964 election by a vote of one hundred forty to one hundred fifteen. They then challenged thirty-nine ballots which were cast against the union.¹³ When the votes were challenged, the case was heard by the NLRB. The union, of course, hoped that they would win all the challenged votes or have the election set aside as they had done in 1963.

On August 14, 1964, H. I. Meyer, Hearing Officer of the NLRB, sustained the union's position regarding fifteen of the thirty-nine votes while ruling the other twenty-four were improperly challenged.¹⁴ Although this gave the union the election, they still had to wait for a decision from the NLRB either confirming or rejecting Meyer's decision. Cecil Branstetter, union attorney, thinking that the NLRB likely would set aside the election, wrote Sloan that in reality, he believed the union had a good chance of becoming the bargaining agent in event of

¹²Ibid.

¹³Letter from Ronald Sloan to Leon Schacter, April 15, 1966, NLRB case 26-CA-2053 and 26-RC-2030, Union Records.

¹⁴See Appendix for overruled challenges and those sustained.

such NLRB action.¹⁵ The union kept close contact with Frosty Morn employees with assurance that they would notify the employees at the plant as soon as any word came as to whether the union was the certified bargaining agent.

On December 11, 1964, a NLRB committee composed of McCulloch, Brown, and Leedon sustained the decision of the hearing officer and thus recognized the AMC as the lawful bargaining agent of the employees of Frosty Morn.¹⁶

The union's challenges were recognized as valid on the basis that one of the voters was not an employee in the plant, that two had no community of interest, and that four were clerical workers with the other seven being supervisors.

Prior to becoming the authorized bargaining agent, the AMC had several conflicts with James Fuqua, President of the Independent Workers Association.¹⁷ The AMC urged its prospective members to stay away from meeting with Fuqua. The union felt that the IWA was a company union. Fuqua urged Frosty Morn employees to refrain from joining the AMC; he also told employees that by joining the union they would lose any benefits the company was already

¹⁵Letter from Cecil Branstetter to Ronald Sloan, October 4, 1964, NLRB case 26-CA-2030, Union Records.

¹⁶Letter from Ronald Sloan to Leon Schacter April 19, 1966, NLRB case 26-CA-2053 and 26-RC-2030, Union Records.

¹⁷Hereinafter abbreviated as IWA.

offering. Fuqua argued that there would not be extra bonuses or savings for the employees if the union came to the plant.¹⁸ Fuqua also warned that profit sharing from vending machines could be stopped if the union was brought into the plant.

Frosty Morn workers also were warned by Fuqua that their earnings would decline while prices like hospital premiums increased.¹⁹ He warned employees that as union members they would earn only on a forty hour week and that their union dues would be at least five dollars a week. He also pointed out that Frosty Morn did not have to bargain with the union but could take the option of closing down the plant rather than lose high profits if the union was accepted.

The union, on the other hand, urged people neither to listen to Fuqua nor to attend his meetings which were generally held at Miller's Club House. The union tried to schedule socials at the same time that Fuqua scheduled his anti-union meetings. Union officials told workers that Fuqua could say what he did because he was "cuddled" by the bosses.²⁰ Instead of answering Fuqua's charges, the union

¹⁸ Leaflet by James Fuqua and Martha Jean Rogers, no date stated. Frosty Morn Correspondence--Employees, Union Records.

¹⁹ Ibid.

²⁰ Letter from Ronald Sloan to Employees, October 14, 1964, Frosty Morn Correspondence--Employees, Union Records.

merely promised growth and prosperity to union members if the union was accepted.

Fuqua was not the only person fearful of what a union would bring to the workers. In a letter dated October 18, 1965, Walter O'Sheen expressed his doubts about a union at Frosty Morn.²¹ O'Sheen said that he felt that the company gave good benefits already. He urged Sloan to think carefully before taking any action against Frosty Morn. He was speaking specifically about the union's proposal to call a strike against Frosty Morn in which they would protest the unfair labor practices of the company. O'Sheen asked Sloan to pray to God before taking such action against the company.²²

Once the NLRB recognized the AMC as the bargaining agent, the union notified the workers.²³ Although the union was able to announce its recognition as bargaining agent, it also was ready to admit that as yet Frosty Morn had failed to set a date on which to meet the union and make arrangements to write a contract.²⁴ The AMC promised

²¹Letter from Walter O'Sheen to Ronald Sloan, October 18, 1965, Frosty Morn Correspondence--Employer, Union Records.

²²Ibid.

²³To Production and Maintenance, October 18, 1964, Frosty Morn Correspondence--Employee, Union Records.

²⁴Ibid.

to notify the workers as soon as such an agreement was made. The workers were assured that a letter had been drafted to the plant manager requesting collective bargaining to begin sometime in January.²⁵

On December 22, 1964, Sloan wrote to Lorenz Neuhoff, owner of the Frosty Morn plant, and requested a meeting date with either Neuhoff or his representative to establish rates, wages, hours, and other working conditions for the production workers, maintenance workers, and truck drivers at the Clarksville plant.²⁶ After having met their objections to the original draft as to their desires, Sloan requested that the officials at Frosty Morn meet with the union's officials in the second week of January. If this was not a convenient date, Neuhoff was to notify the union and suggest another date.²⁷

Many of the 1964 attempts to reach an agreement as a convenient date to begin collective bargaining with Frosty Morn failed due to the company's unwillingness to cooperate.

In a February 16, 1965 letter to E. C. Moore, manager of the plant, Sloan requested a proposal from the

²⁵Ibid.

²⁶Letter from Ronald Sloan to Lorenz Neuhoff, December 22, 1964, Frosty Morn Correspondence--Employee, Union Records.

²⁷Ibid.

employers for a contract negotiation. There is no record of an answer. On March 19, 1965, Sloan wrote to Moore in answer to a letter he had received.²⁸ In this letter, Sloan acknowledged that although Frosty Morn considered the NLRB decision illegal, the 1964 election had been won by the union and thus Frosty Morn must bargain in good faith. Sloan denied that the union used the employees as pawns; he also denied the statement supposedly made by Moore that "certain of our competitors are urging you to organize our employees so that we can be rendered less flexible, less efficient, and of course, with resulting loss of business."²⁹ Sloan also denied that the union would pull the workers out on strike; he pointed out that if there was a strike that it would be the result of a democratic vote.³⁰ Sloan requested that the company adhere to the law and bargain with the union.

When Moore retired Clay Barnes became plant manager. Still the union had as little success with Barnes as they had had with Moore. On June 8, 1965, Tom Kenney wrote to Barnes requesting a meeting in which the work of the

²⁸There is no copy of Moore's letter to Sloan in union files.

²⁹Letter from Ronald Sloan to E. C. Moore, March 19, 1965, Frosty Morn Correspondence--Employer, Union Records.

³⁰Ibid.

employees would be discussed. Kenney maintained in this letter that workers were doing more than human nature could endure.³¹

When attempts like this also proved fruitless, the union wrote to George Gardner, attorney for Frosty Morn. In a letter to Gardner dated March, 1965, the union suggested that perhaps time would be saved if the company and union jointly drew up a contract so that problems were solved on the spot. Ronald Sloan requested a date set for this method of negotiations. He told Gardner that the union was available anytime--day, night, or weekends.³²

Although the union tried by various means to achieve collective bargaining, they did not succeed in 1964. In March of 1965, the union filed charges against Frosty Morn for failure to negotiate. On June 10 Stanley Ohlbaum, NLRB officer, issued a Recommendation Order that Frosty Morn cease and desist restraining and coercing the employees in attempts at organization. He suggested that the company post notices in conspicuous places admitting their recognition of the union once negotiation began. On August 31, 1965, a NLRB committee composed of McCulloch,

³¹Letter from Tom Kenney to Clay Barnes, June 8, 1965, Frosty Morn Correspondence--Employer, Union Records.

³²Letter from Ronald Sloan to George Gardner, March 12, 1965, George v. Gardner, Union Records.

Brown, and Jenkins adopted the findings and recommendations of Ohlbaum.

In September, 1965, the company officials notified workers via the bulletin board that the NLRB decision was being appealed.³³

The union records also show that the AMC requested strike sanction against Frosty Morn for an unfair labor practice strike. It was planned that local funds would finance the strike with minor aid from Chicago. Sloan seemed to feel that the strike would not last long since it was not an economic strike.³⁴

Records seem to indicate that a minor strike did take place in protest of Frosty Morn's unfair labor practices. Sloan made a trip to Chicago to familiarize the International with the vicious employer and the bad situation faced in Clarksville.³⁵ The strike was called in order to obtain bargaining and emphasis was continually placed on the fact that the strike was not an economic one.³⁶ The strike vote was taken on August 3, 1965 and according

³³E. C. Moore to Employees, no date stated, Frosty Morn Bulletin Board and Communications, Union Records.

³⁴Strike sanction showed two hundred and seventy in bargaining unit.

³⁵Letter from Ronald Sloan to Tom Lloyd, August 16, 1965, Strike Sanction, Union Records.

³⁶Ibid.

to a letter from Gardner to Sloan, the strike was settled around August 16.³⁷

The union stayed in contact with the employees via the bulletin board at the plant. They liked to relate their accomplishments. They advertised the strikes, the union meetings, the NLRB decisions. It was also via this bulletin board that they became aware of the activities of James Fuqua and the IWA.

Fuqua continued agitation against the union after the election; he told those who favored the union that they were very close to being lackeys of Sloan.³⁸ At this time Fuqua also charged that people in the union were only trying to harass the company and build the business of the company's competitors.³⁹

Fuqua resisted union organization even after the vote recognized the union. In letters posted on the bulletin board he told workers that the management would tell them all they needed to know and that joining the union would in no way solve their problems. He suggested that by bringing in a union problems would only remain stirred up,

³⁷Letter from George Gardner to Ronald Sloan, August 16, 1965, Strike Sanction, Union Records.

³⁸Note from James Fuqua to Employees, August 25, 1965, Strike Sanction--Frosty Morn and Kroger, Union Records.

³⁹Ibid.

whereas, the workers could maintain harmony by keeping the union out.⁴⁰

Fuqua also told employees that getting a union would force Frosty Morn to operate at a loss and thus the company would be forced to lower salaries or close the plant. He cited the Swift plant in Evansville which was AMC unionized as an example of a plant which operated at a loss after the union was instituted and thus closed. He also said that workers in the plants in Atlanta were forced to take a decrease pay once the union was established. He predicted the same actions for Clarksville.⁴¹

Of course, the union was also using the bulletin board to counter the charges made by the IWA. Any progress they made looked good and calmed the fears constantly being aroused by the Fuqua organization.

More attempts to bring Frosty Morn to the bargaining table were futile. Even the NLRB's decision failed to rally the officials at the plant. By 1966, the union still had not met and negotiated with the Frosty Morn officials although it had been two years since their recognition by the NLRB as the official representative of the workers.

⁴⁰Note from IWA to Employees, August 8, 1965, Frosty Morn Bulletin Board and Communications, Union Records.

⁴¹James Fuqua to Employees, November 8, 1965, Frosty Morn Bulletin Board and Communications, Union Records.

Chapter IV

NLRB DECISIONS ON BEHALF OF FROSTY MORN EMPLOYEES

During the organization process, the AMC entered cases with the NLRB over the company's failure to meet and bargain in good faith.¹ The union also supported workers from the plant who attempted to sue Frosty Morn for alleged unfair labor practices or for the firing of an individual because that person was believed to be a union member.

One of the longer and more hectic cases taken to the NLRB revolved around Claudine Warren and Ophelia Hutchinson. The two women were transferred to the Bacon Department from the Smoked Meats Department inside the Clarksville plant. They were replacing two employees from the Bacon Department who were out sick. While working in the Bacon Department, they were discharged from the plant. The company said the women were discharged for failure to comply with company rules; whereas, Warren and Hutchinson supported by the union felt that they were fired because of their union affiliation. The union began extended litigation on behalf of the women for their full reinstatement with full backpay.

¹See next chapter for details.

On January 17, 1964, the Trial Examiner of the NLRB handed down a decision that Frosty Morn should cease and desist discouraging union membership and interrogating employees in regard to their union activities.² The Trial Examiner found Frosty Morn guilty of violation of Section 8(a)(1) which makes interference, restraint, or coercion of employee organization illegal whether the attempts are successful or not.

The decision of the Trial Examiner also prompted the NLRB to rule that Ophelia Hutchinson should be fully reinstated with the necessary compliance for backpay as set down by the NLRB.

Although the decision had been made by the Trial Examiner of the NLRB, a letter dated January 1, 1965 from John Reynolds of District 26 of the NLRB to Frosty Morn attorney, George Gardner, states that both Warren and Hutchinson should be reinstated with notices posted sixty days consecutively that the company had complied with reinstatement.³ Reynolds also set a meeting for March 3, 1965 at 9:00 to discuss the requirements the NLRB would set down in relation to a backpay scale for the women.

²Letter from Ronald Sloan to Leon Schacter, January 17, 1964, NLRB case 26-CA-1388, Union Records.

³Letter from John Reynolds to George Gardner, January 26, 1965, NLRB case 26-CA-1388, Union Records.

After the order came for the reinstatement of the two, a legal battle ensued in which Frosty Morn argued with various decisions of the NLRB, especially decisions relating to a backpay settlement with regard to Hutchinson and Warren. Arguments ranged from whether the company was willing to hold meetings on backpay in Clarksville or Nashville⁴ to the amending of briefs by removing certain words and inserting others which the company felt better explained their position,⁵ and to the amending of the backpay settlement.⁶

Once the NLRB decision for reinstatement had been handed down, Frosty Morn tried to reach an agreement with the NLRB in relation to the necessary backpay to be paid the women for time lost. Fred Holroyd, attorney for Frosty Morn, argued that the women should be paid on the scale for the Smoked Meats Department rather than the scale for the Bacon Department; Holroyd argued that the women had been employed in the Bacon Department only temporarily and would have returned to the Smoked Meats Department. He cited as proof the fact that the two workers they were replacing had

⁴Letter from George Gardner to John Reynolds, August 3, 1965, NLRB case 26-CA-1388, Union Records.

⁵Letter from Fred Holroyd to Trial Examiner of NLRB, July 13, 1965, NLRB case 26-CA-1388, Union Records. The company felt it necessary to drop the word shall and add the word may.

⁶Ibid.

returned only a couple of days after Warren and Hutchinson had been dismissed.

Holroyd also wanted to deduct hospitalization insurance from any backpay the women were to be paid. The NLRB had already rejected both of the company's proposals. The company took no positive action. When no action had been taken on reinstatement by June, 1966, Reynolds notified Frosty Morn that if compliance to the NLRB ruling did not occur soon the Board would find it necessary to seek an enforcement order from Washington.⁷

Claudine Warren had been offered her job back on the nineteenth of April. The company offered her the same wage that she had been making when she had been released, but she was unable to return at that time because she had not been released from her doctor's care. Her medical situation was confirmed by Dr. Iglehart.⁸

Kay Fisher, attorney for the NLRB, handled the final stages of the backpay dispute. It was her decision that the backpay should be computed from the Bacon Department wages as that was the department in which the women were working when they were discharged. Fisher also decided

⁷Letter from John Reynolds to George Gardner, June 21, 1966, NLRB case 26-CA-1388, Union Records.

⁸Letter from Dr. Sugg to Warren, April 22, 1966, NLRB case 26-CA-1388, Union Records.

that the backpay should include the raises granted to the Bacon Department since the discharge of Warren and Hutchinson. The raises included ~~2¹/₂~~ on May 4, 1963; 5¢ on September 7, 1963; ~~2¹/₂~~ on 22 of February, 1964.⁹

The backpay settlement would be exclusive of the times when Warren and Hutchinson had found other work during the period of 1964-65. Warren had been employed at the Clarksville Nursing Home and the Henry Newhouse Malt Shop and had earned \$2,197.48 since her dismissal from the plant.¹⁰ Hutchinson had earned \$1,423.91 since her dismissal.¹¹

Fisher also ruled that Warren be reinstated with seniority rights dating from January, 1949 and a backpay settlement of \$8,683.¹² Hutchinson was reinstated with seniority rights dating from 1959 with a backpay settlement of \$10,231.¹³ The backpay would be inclusive of six percent interest per annum and the necessary withholding taxes

⁹Decision of Kay Fisher, 26 District of NLRB, NLRB case 26-CA-1388, Union Records.

¹⁰Backpay Computation for Claudine Warren, NLRB case 26-CA-1388, Union Records.

¹¹Backpay Computation for Ophelia Hutchinson, NLRB case 26-CA-1388, Union Records.

¹²Conclusions of Kay Fisher, 26 District of NLRB, NLRB case 26-CA-1388, Union Records. See Appendix for Warren's Backpay Settlement.

¹³Ibid. See Appendix for Hutchinson's Backpay Settlement.

would be withdrawn. Date for compliance was set for December 27, 1965.¹⁴

Frosty Morn accepted the findings and paid the women at a rate of \$125 a week minus \$32 from Warren's check for a Departmental Employment Security.¹⁵ Warren still did not return immediately to work because of her illness which her doctor confirmed.¹⁶

The union also helped Joe Poole, a union man, in his case against Frosty Morn. Poole believed that he had been dismissed because of company surveillance prompted by his union activities. The union stated that they had witnesses who could verify the story that Poole had been discharged for his union affiliation rather than failure to perform his job.¹⁷ The union maintained that the firing of Poole was not an isolated incident,¹⁸ but that it was a typical incident of company attempts to hinder union activity. The NLRB ruled that Poole had had minimal union

¹⁴Ibid.

¹⁵Letter from Cecil Branstetter to Tom Kenney, October 27, 1965, NLRB case 26-CA-1388, Union Records.

¹⁶This is the same reason she would continue postponing returning.

¹⁷Letter from Cecil Branstetter to John Reynolds, March 25, 1965, NLRB case 26-CA-2018-2, Union Records.

¹⁸Ibid.

activity and had been discharged for violation of company rules.¹⁹

The union had little success with the case involving J. Herndon, Shirley Holt, and Ophelia Hutchinson. This was Hutchinson's second case. John Reynolds of District 26 of the NLRB assigned James Walpole to investigate the case in which the people claimed discrimination as the reason for their dismissal. Frosty Morn claimed that the three were temporarily laid-off. The NLRB ruled on February 23, 1966 that there was no evidence of discrimination especially since no one had been hired, transferred, or assigned to the jobs from which these people were dismissed.²⁰ As a result of the NLRB findings, no complaint was issued against Frosty Morn in this case.

The union was involved in several other cases which lacked the spectacular success of cases like the one involving Warren and Hutchinson. These cases did show that the AMC wanted to aid the workers. Union records show that the union took up the cases of Lloyd Floyd and Leon Eldridge. Floyd had been employed in the Slaughter Department and claimed that he was discharged because of his union activity; whereas, Clay Barnes, plant manager,

¹⁹ Trial Examiner Herman to Cecil Branstetter, April 16, 1965, NLRB case 26-CA-2018-2, Union Records.

²⁰ Letter from John Reynolds to the Union, February 23, 1966, NLRB case 26-CA-2308, Union Records.

related that Floyd had been released for tardiness and failure to comply with company rules.

Eldridge had been dismissed because of a fight with Joe Bowens. Eldridge claimed there had been similar disturbances before this one in which he was fired, and that Bowens was retained. Eldridge argued that the fact that Bowens was a relative of a Frosty Morn supervisor in Union City figured into the decision to keep Bowens on the payroll.

Union records show no outcome for either case although there are records showing negotiation between Floyd and Barnes regarding the company's willingness to reconsider Floyd for employment. Another man was laid-off for Floyd's return, but he failed to show. The case of Robert Tramil, an employee also claiming to have been fired for union activity was dropped on November 12, 1965 for lack of evidence.²¹ Martha Jean Rogers filed a complaint against the AMC for restraining and coercing her rights under the National Labor Relations Act, but on November 19, 1963, she withdrew her complaint.²²

In the NLRB case of Myrtle Lane, a woman who had been dismissed after injuring her back while lifting a

²¹Letter from Trial Examiner Harrington to Ronald Sloan, November 12, 1965, NLRB case 26-CA-2233, Union Records.

²²Letter from John Reynolds to Union, November 19, 1963, NLRB case 26-CB-230, Union Records.

large box, Frosty Morn offered to rehire her at her old job. Lane was informed that she should report to work. Lane, however, was unable to return to work because of lumbar sacral disorders which would be aggravated by bending and stooping and because of allergic bronchitis which would be aggravated by work around refrigeration. Lane was unable to return to work at this time but she provided the company with notices from her doctors which would confirm her refusal to return to work.²³

In a 1965 decision, the NLRB ruled that employee M. Latta had been forced to retire because of her pregnancy and for no other reason. She had previously been discriminated against by time cuts and lay-offs. John Langley of the NLRB suggested that the Board have Frosty Morn reinstate her. A committee sustained this decision.²⁴

In several cases in 1966 the NLRB found Frosty Morn guilty of violating employees' rights under Section 8(a)(1) of the National Labor Relations Act. Under this section the employer is guilty of coercion, interference, or threats whether his actions are successful or not. Engagement in such conduct is proof enough. The NLRB found

²³Dr. James Hampton, "To Whom It May Concern," May 17, 1966, Myrtle Lane, Union Records; Richard Young, "To Whom It May Concern," May 18, 1966, op. cit.; Paul Murphy, "To Whom It May Concern," May 17, 1966, op. cit.

²⁴NLRB Decisions, 9562; 1965.

that in the case of Williford who had been laid off, Bumpers who was fired and not rehired, Gough who had been moved to another job, Bumpers who had been moved to another more strenuous job Frosty Morn had violated Section 8(a)(1). Trial examiner Louis Libbin suggested reinstatement and the NLRB sustained the decision.²⁵

The union action with the NLRB was helpful in building morale at the plant. Such actions showed the workers that the union was thinking of their welfare. It paved the way for the court case later.

²⁵NLRB Decision 20, 211; 1966.

Chapter V

UNION TAKES FROSTY MORN TO COURT

One of the most extensive cases with the NLRB revolved around the union's recognition by the company once it had been certified as the bargaining agent by the NLRB. Frosty Morn continued to refuse to bargain.

The union had filed charges for a new election after the 1963 election was set aside. In the 1964 election, Hearing Officer, H. I. Meyer of the NLRB, had overruled twenty-four challenges while accepting fifteen of thirty-nine as properly challenged.¹ On December 11, 1964, a NLRB appeals committee certified the union as the bargaining agent by upholding Meyer's decision.

In March, 1965, the union filed charges with the NLRB charging that Frosty Morn failed to comply with the decision and refused to bargain with the union. Stanley Ohlbaum investigated the charges and decided in favor of the union. His decision was:

1. a. That the company should cease and desist from failure to meet and bargain in good faith.
- b. cease and desist interfering with the union's efforts to meet and negotiate.

¹Letter from Ronald Sloan to Leon Schacter, April 19, 1966, NLRB case 26-RC-2030 and 26-CA-2053, Union Records.

- c. cease and desist interfering with, restraining and coercing employees as defined by Section 7-A.
- d. cease and desist interfering with the employees' rights of self-organization.
- 2. a. Upon request from the union meet and bargain in good faith.
- b. post notices of union recognition and not interfere with the union's exercising its rights.²

A NLRB committee adopted the findings of the Hearing Officer, Ohlbaum.

Once the NLRB made its decision that Frosty Morn should cease and desist discouraging union membership, an enforcement order was issued from Washington. When Frosty Morn still refused to bargain, Marcel Prevost of the NLRB referred the case to Carl Reuss, Clerk of the Sixth Circuit Court of Appeals in Cincinnati. The NLRB had gone as far as it could as a federal agency, and it turned the case over to the courts for enforcement. Frosty Morn held that the reason the company was not negotiating was that it was involved in attempts to have the 1964 election set aside as improper because the ballots used were erroneous.³

Even after the case had been referred to the Sixth Circuit Court of Appeals, there was a long wait for an

²Ibid.

³National Labor Relations Decision 9652; 1963. Trial Examiner Ohlbaum, Attorneys Gardner, Branstetter, and Deal.

opening on the dockets. Union Secretary-Treasurer Sloan made numerous appeals to the Courts to have the case reviewed at the earliest date. He finally appealed to Tennessee Senator Albert Gore who was of no assistance.

Finally Sloan turned to Leon Schacter, International Vice-President of AMC, and Arnold Ordman, General Counsel of the NLRB. He urged them to use their influence at anytime to move the case up on the dockets of the courts. Both men promised their help.

On June 21, 1967, the case of the NLRB v. Tennessee Packers, Frosty Morn Division was heard before the Sixth Circuit Court. Chief Justice Wrick presided with Circuit Justice Edwards and Senior Circuit Justice Cecil attending. Carl Reuss served as Clerk.

The NLRB charged Frosty Morn with fifteen violations of Sections 8(a)(1) and 8(a)(5) of the National Labor Relations Act. Section 8(a)(1) deals with the illegality of restraining and coercing the employees whether the action is successful or not while Section 8(a)(5) deals with the refusal to bargain collectively. The Court heard the case as reviewed by the NLRB prior to the issuing of the enforcement order.

Issues of the election challenges were reviewed. The fact that the company denied that the AMC had won twenty-one of the thirty-nine challenges was among the most

pressing issues. The company charged that seven truck drivers had been on runs outside the Clarksville area and thus were unable to vote, thus affecting the vote and challenges.⁴

The AMC argued that Frosty Morn should accept the union as the recognized bargaining agent since the sustained challenges from the 1964 election gave the union the necessary margin. The NLRB previously had decided that Frosty Morn should cease and desist in its failure to meet and negotiate with the union.

Frosty Morn claimed that much of the firm's delay came because it had not had the proper notice for meetings and before votes were taken. The company claimed that John Reynolds, Regional Director of District 26 of the NLRB erred in announcing proper meetings. This error prohibited the company's having time to make the necessary and proper arrangements in regard to fulfilling the law.⁵ Frosty Morn asked that the election of 1964 be set aside on this basis.

Frosty Morn gave the fact that the seven truck drivers had not been able to vote as reason to set aside

⁴Records and Briefs of the Sixth Circuit Court of Appeals, v. 17121-17130. NLRB v. Tennessee Packers, Frosty Morn Division, 17125, page 4.

⁵Ibid., page 7.

the election. The company argued that the men had a community of interest and should have been allowed to vote.⁶ The meat firm also argued that many workers did not have the necessary three week notice prior to the election.⁷ It was Frosty Morn's belief that the rules adopted were inefficient, but the company denied that she had prejudiced the election or the rules.

Despite the allegations of the company, the Court ruled against Frosty Morn on every issue. On the issue of the truck drivers, the Court decided that the drivers were temporarily out of the bargaining unit and thus were ineligible to vote. On the issue of the three week notice for rules for the election, the Court decided that any further stipulation on rules and regulations in elections would have inhibited the full freedom of the elections. On the issue of hearings prior to the election, the Court agreed with the NLRB that hearings were not required unless there was new evidence relating to the case. Frosty Morn presented no evidence on the adoption of rules, the Court declared that the NLRB had not violated or abused any issue of discretion and that the rules established were sufficient. On the issue of Frosty Morn's prejudicing the election, the Court had decided that the union had the right to hold the election in an atmosphere free from company

⁶Ibid., page 15.

⁷Ibid., page 14.

prejudice, but Frosty Morn was not charged.

Frosty Morn still tried to move for a new election rather than abiding by the findings and decisions of the 1964 election. The company continued to hold to the position that there had been improper meetings between the union and company prior to the 1964 election. George Gardner, attorney for Frosty Morn, argued that the findings of the Board were not based on substantial evidence. Frosty Morn defended itself against the charges of failure to meet and bargain by saying that when the union sought action to force negotiations, the company had already set a date to begin collective bargaining.⁸

Frosty Morn also charged that she had been unaware that she had been under investigation by the NLRB; therefore, the investigation was illegal.⁹ The Court refused to accept this allegation. The Court's rulings against Frosty Morn meant that the company must meet and negotiate with the AMC as the certified bargaining agent. The Court recognized the challenges of the 1964 election in favor of the union.¹⁰

⁸The company claims that a date of August 24 had been set and confirmation was requested from the union.

⁹The NLRB had been investigating meetings at the plant but not necessarily those of company officials.

¹⁰See the Appendix for the Court's rulings on challenges and the truck drivers who were out of town.

Frosty Morn appealed the case to the Supreme Court but certiorari was denied.¹¹ According to the Supreme Court decision, Frosty Morn had to meet and bargain with the union. At this point negotiations did begin but broke off after several months.

¹¹Tennessee Packers, Frosty Morn Division v. NLRB.
389 US 958.

Chapter VI

LOCAL 405 LAUNCHES STRIKE

During collective bargaining with Frosty Morn the union demanded a check-off of dues; the company resisted.

At 8:15 on April 16, 1968, the workers at Frosty Morn walked out in what AMC Vice-President Roy Scheurich called a "unanimous strike."¹ Scheurich stated that two hundred twenty-seven workers did not show for work the day after the strike vote; Clay Barnes, Frosty Morn's general plant manager said that only one hundred fifty of the Frosty Morn employees failed to show for work.²

Negotiations appeared to break down over the issue of check-offs; however, the company felt that their offers of improved hospitalization, increased wages, guaranteed work week, call-in pay, meal privileges, and maternity leave more than compensated for their refusal to accept the issue of check-offs. The union, however, expected the benefits for the workers as well as a settlement on check-offs.³ Barnes still objected but made it clear that all other issues were open to negotiations as a means to avert the strike.

¹Clarksville Leaf Chronicle, April 17, 1968. 1:2.

²Ibid.

³Ibid.

There was an anti-company attitude exemplified by one of the strikers when he said, "When your pay is a dollar sixty or a dollar seventy an hour you couldn't have much to lose by going on strike. In fact, we'd be just about as well off on relief."⁴

Once the strike was called, the union organized three picket lines around the plant. In instructing the strikers serving on the picket line, the union officials urged the pickets to remain peaceful at all times, especially to remain calm and to try to keep tempers down. Foul language and boisterous behavior were discouraged. Pickets were urged not to block the entrance to the plant nor to inhibit deliveries to the plant. The traffic of employees still working in the plant was not to be impeded. Any use of intoxicants was forbidden. If pickets were approached by someone wanting additional information or someone that they suspected of being a trouble maker, they were advised to send that person to the union headquarters.⁵

Even while picket lines were being established and plans being made to avoid trouble, the union was asking Frosty Morn to negotiate. The union cited that Frosty Morn

⁴"This Strike Must Be Won," Butcher Workman, September and October, 1968. No page number as articles were torn from magazine.

⁵"Instructions to Pickets," Frosty Morn--
Miscellaneous, Union Records.

had a responsibility to meet and bargain as a result of the NLRB decision and the subsequent decision of the Sixth Circuit Court of Appeals. Rhetoric continued as the union charged that the company was failing to meet the requirements of the Wagner Act.

Frosty Morn felt that the union's actions left much to be desired. They had an injunction issued against the strikers. The court order issued by Chancery Court Judge William Leech prohibited the union from establishing picket lines any closer than one thousand feet to the entrance to the plant. The injunction also set a limit of two picket lines. Any interference with traffic at the plant was strictly prohibited. The court issued a warning to all strikers to allow all lawful business at Frosty Morn to continue normally.⁶

The union again asserted their willingness to negotiate. They said that they were willing to live up to the spirit of the injunction and to continue to strike peacefully until Frosty Morn decided to begin collective bargaining. After nine days of the strike, the union reported that they still had one hundred seventy-five workers on strike.⁷

⁶Clarksville Leaf Chronicle, April 25, 1968. 1:2.

⁷Ibid.

Frosty Morn chose to continue prosecuting violations of the injunction and to forego collective bargaining. Most people expected the strike to fail after a few weeks, and according to E. C. Moore, the company could function on limited production for a couple weeks.

In prosecuting the violations of the injunction, persons were sent to Judge Leech's Chancery Court. After several cases involving injunction violation, Judge Leech advised the plant to call the police to enforce the injunction; he also stated that the Chancery Court was not the court in which to try cases relating to violations of the injunction. Judge Leech and Clarksville attorney Waldo Rassas, who represented Frosty Morn, stated that all future violations of the injunction should be tried in criminal court where the violators would face a maximum sentence of fifty dollars in fines and a possible ten days in jail.⁸

The Clarksville Leaf Chronicle reported news of the strike for the first week, but after that, the newspaper seemed oblivious to the fact that some two hundred workers of the Clarksville community were out of work because of this strike. Occasionally the paper would select some element of violence or sensationalism to report to the public, but rarely were these accounts ever seen to the logical

⁸Clarksville Leaf Chronicle, May 26, 1968. 1:5.

conclusion. For instance, the arrest of a violator of the injunction would be announced, but the paper would often not carry the news of his conviction or release.

The paper also failed to report the launching of the consumer boycott against Frosty Morn. When they did report a demonstration against Frosty Morn, there was seldom a follow up story. I cite particularly the case of a demonstration to be held on September 21, 1968 in which the union wanted to emphasize the wage raises expected for its strikers, labor's part in the community, and the growth of the community with labor's aid.⁹ The success of the march or its influence on downtown merchants was unknown to readers of the Leaf Chronicle.¹⁰

The Leaf Chronicle did carry paid advertisements from Frosty Morn. On May 5, 1968, Frosty Morn had a full page ad in the paper in which they advertised various jobs which were presently available. They announced that the workers could earn one to two hundred dollars a week while being trained.¹¹ Union advertisements were carried in the Nashville papers.

⁹Clarksville Leaf Chronicle, September 15, 1968. 1:4.

¹⁰Union records show no account of the demonstration either by way of the organization or the union's participation. It may be safe to say that the union played only a minor role to advertise their strike against Frosty Morn.

¹¹Clarksville Leaf Chronicle, May 5, 1968. Page 5.

There were numerous stories of violence surrounding the strike. The fifteen month conflict kept many people away from jobs. Those who walked the picket lines were often hostile to people who drove by to harrass them but even more hostile to those who continued to work.

The Leaf Chronicle was a fair source for news of the beatings, fights, and other forms of violence. The charges against strikers and their opponents were generally those relating to assault and battery or disorderly conduct. After the preliminary charges against the union for breaking the injunction, there seemed to be no further charges against them by the company. James Mosley, a striking employee of Frosty Morn, was arraigned before the grand jury on charges of assault and battery of Clay Barnes. These charges were brought against him on May 22, 1968. On June 4, he again was arrested. This time the charge was disorderly conduct. Mosley failed to show for his trial; his lawyer apologized by saying that the client had confused the dates.¹²

James Meriweather, another striker, had several peace warrants issued against him. He was also charged

¹²Clarksville Leaf Chronicle, May 29, 1968. 1:1. Mosley's name was spelled Moseley in the Leaf Chronicle, but union records show the spelling as Mosley. The paper showed no account of any further action against Mosley.

with assaults of Henry Hardy and James Wagoner.¹³

Witnesses Billy Stanfield, Mike Welsh, and James Mosley heard Meriweather threaten Hardy on May 7, 1968 at the A & P laundromat.¹⁴ Meriweather is alleged to have threatened Wagoner on May 9 at the Municipal Stadium at Austin Peay State University. Meriweather was placed under two peace bonds of one thousand dollars each prior to his trial by Clarksville General Sessions Judge Billy Hicker-son.

Other instances of trouble include peace bonds being issued against Charles Stinton and Pete Lehman. There are no records of the outcome. Jesse Lee Proctor was brought to trial for assault with intent to kill Henry Carney.

There were few cases of women being involved in instances of violence; however, Chief of Police Charles Vaden testified that he was an eye witness to the event on May 22, 1968 when Anne Young threw a brick through the center of a car windshield. Young was arrested with James Mosley and the two were found guilty and fined fifty dollars by Judge Collier Goodlett, Jr.¹⁵

¹³Clarksville Leaf Chronicle, May 30, 1968. 1:3.

¹⁴Clarksville Leaf Chronicle, June 7, 1968. 1:5.

¹⁵Clarksville Leaf Chronicle, June 4, 1968. 1:2.

Edwin Hadley, owner of Hadley's Hilldale Market, was involved in a melee with strikers Willie Bohlen and Jack Powell. The two strikers were present when a Frosty Morn truck delivered goods to the Hadley Market. Investigators Russell Davidson and Joe Poole noted that Hadley threw a Royal Crown cola case at the two strikers.¹⁶ Hadley claims that he had remained neutral in relation to the strike until his life had been threatened due to his store carrying Frosty Morn meat. This was even before the boycott had been instituted. Hadley said that he was trying to avert trouble, but Judge Collier Goodlett, Jr., ruled against him since there appeared to have been no overt act taken against him by the two strikers.¹⁷ The instances of violence appeared to last only in the early months of the strike.

Early in the strike, the union accused the Frosty Morn salesman of telling the store owner that the strike was over. The union made this accusation in July after the strike had been in progress for over two months.¹⁸ A spot reported in the Leaf Chronicle revealed that shop owners had not heard this rumor.¹⁹

¹⁶Ibid. ¹⁷Ibid.

¹⁸Clarksville Leaf Chronicle, June 14, 1968. 1:4.

¹⁹A report of who conducted this survey is not listed in the Leaf Chronicle, and union records have no mention of it.

Reports on activities relating to strike activities were rare until the settlement was announced in July, 1969. At the time the settlement was being made, Frosty Morn issued a statement that dues check-offs would begin on April 16; whereas, the union withheld all statements until the July 15 meeting with the company officials.

By 1969, the union was relating a thirty percent effectiveness in the Clarksville strike with only two hundred thirty-two workers including management working everyday at the plant.²⁰ Union reports claimed that the plant was slaughtering only one thousand hogs daily and maintaining deliveries with ten trucks to west Tennessee, northern Alabama, and northern Georgia.²¹

The union hoped to keep morale of the strikers up by publicizing the poor working conditions at the plant and the success of the two other strikes against Neuhoff in the South. A film of these strikes was produced by the union and advertised to keep public interests in the strike alive and thus show the strikers that people cared about the success of their strike.

²⁰ Weekly Report from Edward Betrame, March 29, 1969, Frosty Morn--Miscellaneous, Union Records.

²¹ Ibid.

The union also sought endorsement from other unions and the national headquarters of the AFL-CIO. The Maritime Trade Union did extend sympathy and support early in the conflict.²²

Money for the strike was supplied by the International headquarters in Chicago. In April over \$6,000 was supplied from donations and gifts made to the International for the Frosty Morn strikers in the South.²³

Some money was supplied to strikers to aid those whose creditors were threatening. A sample case can be seen with Bobby Davenport who owed \$56.99 to Westinghouse, \$57.00 to Sears, \$62.50 to the Northern Bank, and \$34.01 to Seaboard Finance as of December 6, 1968.²⁴ The AMC tried to aid in many cases such as this, but only a few could be so lucky as money was tight and needed for the general activities of the strike as well as for relief for the strikers.

The union tried to maintain morale so that workers could see that they had support from all fronts. The union believed that time and the courage of the strikers would eventually prove successful.

²²Letter from Peter McGavin to Tom Lloyd, July 26, 1968, Literature against the Union, Union Records.

²³Letter from Tom Hart to Patrick Gorman, April 1, 1969, Frosty Morn--Miscellaneous, Union Records; Letter from Patrick Gorman to Ronald Sloan, April 11, 1969, op. cit.

²⁴Bobby Davenport, Frosty Morn--Miscellaneous, Union Records.

Chapter VII

THE CONSUMER BOYCOTT: UNION'S VITAL WEAPON

Although the picket lines played a vital role in advertising the strike against Frosty Morn, in July, 1968, the union decided that a consumer boycott would be a vital weapon if they were to win their strike against Neuhoff. The AMC felt that it was necessary to defeat Neuhoff in all areas of the South because they felt that "he could destroy personal dignity of the employee and perpetuate oppressive substandard wage and working conditions."¹ Local 405 of the AMC with the aid of the International in Chicago, initiated the consumer boycott as a means of bringing the conditions of the workers to the public eye; the boycott was felt to be essential to the morale of the striker and the success of the strike.

A boycott committee of the strike was established and chaired by Earl Grant, special assistant to the union Vice-President Harry Poole. Grant was aided by Roy Scheurich, Vice-President who had been on hand to aid the strike since its inception.

¹Copy of Michigan AFL-CIO News, July 24, 1968, Frosty Morn--Miscellaneous, Union Records.

The AMC planned to institute the boycott on a five state basis in order to have the greatest consumer pressure where Neuhoﬀ had the largest amount of meat packing plants. It is for this reason that the boycott was concentrated in Tennessee, Florida, Alabama, Virginia, and North Carolina. Despite the fact that Neuhoﬀ's business had spread to Northern cities, the union concentrated its efforts in the South because of the three strikes against Neuhoﬀ in Southern cities like Clarksville, Quincey, and Montgomery.

In December, 1968, the union advertised the strikes and the boycott by taking strikers from Montgomery and Clarksville plants to Roanoke, Virginia. In Virginia, the strikers marched in front of Lorenz Neuhoﬀ's home. Workers from Quincey were not present because of the great distance from Florida to Virginia and not because they disagreed with the technique.

By March, 1969, some thought the boycott should be spread to retailers as well as the consumers, but the union decided that their goals would best be accomplished by maintaining the consumer boycott.

Plans were begun, however, to tighten up the campaign against Neuhoﬀ. A film, featuring people who were actually out on strike against Neuhoﬀ, was made and circulated among groups who could give aid to the strikers.

This film, Our Struggle, was a documentary of the strike as well as good propaganda for the union.

Other methods employed to tighten up the anti-Neuhoff campaign included interaction of people discussing the roles of the strikers. Some individuals chose to advertise the strike by having a secondary boycott against stores selling Frosty Morn meats.²

The union also began to buy thirty second non-commercial spots on radio stations by which they could advertise the strike and the boycott. The AMC claims difficulty in getting radio stations in Quincey to advertise the boycott.³ There was no trouble in obtaining advertisements in Clarksville where they paid \$38 for eighteen announcements; they used three for a three week period.⁴

The AMC always employed the method of passing out leaflets in front of stores which sold Neuhoff products. The persons who had this duty were informed that they should not interfere with the business of the store. The AMC emphasized that they should make the boycott known

²Rumor had it that the Kroger store in Clarksville on Madison sold Frosty Morn meats under its own label; there is no proof.

³"Protest Marches and Leaflets Spark Union's Neuhoff Campaign," Butcher Workman, February, 1969. No page number.

⁴"Letter from Ronald Sloan to Earl Grant, April 3, 1969," Frosty Morn--Miscellaneous, Union Records.

without interfering with the business of the retailers. In the leaflets which advertised the boycott, the federal inspection numbers of all Neuhoff products were made known. These numbers were 414, 840, 731, 576, 250, 34, 922, 1778. The handbill used seemed to be successful but was revised for use in Memphis, New Orleans, and Birmingham in order to get better support of the boycott in these cities.⁵

Instructions were given to people who passed out leaflets. These instructions were similar to those given to pickets at the plants. Drinking was prohibited as was obscene language and boisterous actions. People passing out handbills were warned not to obstruct traffic around the stores nor to interfere with deliveries to the stores. The front entrance to the store was to be the site of all leaflet activities; if this site was denied, the strikers and other aids were to use the public sidewalk.

People were to remember that they should advertise that the boycott was against Neuhoff meats and that there was not a strike against the store. Persons passing out leaflets were not to request that consumers discontinue patronization of a store because it sold Frosty Morn meats.

⁵ See Appendix for the leaflet used at Clarksville stores. The reason for revision of the handbill for the three cities is not clear to the author, but apparently they were seeking stronger support from the Southern Christian Leadership Conference.

It was the responsibility of persons passing out handbills to keep the area clean and to avoid trouble. Arguments with people concerning the strike or boycott were discouraged. If an official or private party had a complaint, they were to be referred to a union address in Nashville or 878 York Avenue in Atlanta.⁶

The AMC turned to other unions and labor groups to give support of the strike and boycott. Clothing workers and paper workers of Mobile, Alabama gave their support of the strike and boycott. There was some support from the Southern Christian Leadership Conference.

The AMC was sure that the boycott hurt the Neuhoff plants. The April-May, 1969 issue of the Butcher Workman stated that Frosty Morn was fifty thousand manpower hours below normal production levels even though the plants still worked a sixty hour week in an attempt to keep up production.⁷

Earl Grant reported that Frosty Morn was trying to buy meats from competitors in order to fill the orders that were backlogged. Competitors were reluctant because they hoped to win the customers lost by Frosty Morn as a result of the strike. Although the union was sure their tactics

⁶Instruction to Pickets, Frosty Morn--Miscellaneous, Union Records.

⁷"Neuhoff is Really Hurting," Butcher Workman, April-May, 1969. No page number.

were working, they accused Frosty Morn of illegal and unethical methods of combatting the boycott.⁸ Despite the animosity during the strike, the union periodically called for a peaceful settlement with labor and management working together.

As the strike drew to a close the union told the strikers that it had been the boycott that had brought the company to the bargaining table. The boycott may have had an adverse effect on Frosty Morn, but the length of the strike appears to have been the reason for both sides to be willing to come to the bargaining table. Neither side would have been able to finance a longer venture.

⁸"Press Release of Les O'Rear, March 26, 1969," Frosty Morn--Miscellaneous, Union Records. The illegal method used by the company is not specifically stated.

Chapter VIII

PREVIOUS CONTRACT PROPOSALS AND THE SETTLEMENT

When the strike ended on July 15, 1969,¹ both the union and the company agreed that a satisfactory settlement had been reached.² The company broke negotiations with the union fifteen months earlier over the issue of check-offs,³ but now the issue was resolved and as Gorman of the AMC said, "The road is a long difficult one. The one rule that is so vitally necessary in the world today was sensibly used by both sides--the rule of reason."⁴

The issue of check-offs did appear to be the singular issue on which negotiations broke down, but the union had included this issue in every contract they had submitted to Frosty Morn since negotiations had begun in 1966.

There is little difference among the three contracts the union had submitted since 1966 bargaining had begun. The 1966 and 1967 contracts were merely sketches of what the union hoped to achieve while the 1968 contract was thorough for the company had begun to bargain.

¹The Clarksville Leaf Chronicle announced the date as July 16.

²Ibid. ³Ibid.

⁴"Neuhoff Strike Settled--Boycott Ended," Butcher Workman, August, September, 1969.

In February, 1965, the union contract consisted of a list of forty demands which the union felt were designed to better the working conditions of employees. The contract was merely a proposal which would ask for recognition of the union and the establishment of an employment policy. The union suggested a regular work week starting Monday and ending Sunday with compensation for Sunday work. Under the union proposal, an employee would be off twelve hours between shifts and would be assured that hourly work would be equally distributed.

There were provisions under the 1965 contract for penalty pay such as double pay for all holidays⁵ and Sundays. There was to be time and a half pay for all Saturdays worked and anytime over an eight hour day or a forty hour week. There would also be time and a half pay for anytime worked after five hours of work prior to a meal break. Night workers would also receive a 12¢ premium as compensation pay.

Truck drivers would be included in the bargaining unit. The proposal made provisions for food allowances for the drivers when they were on out-of-town runs.⁶

⁵Holidays accepted in 1965 were New Year's Day, July 4, Labor Day, Thanksgiving, Christmas, Employee's birthday, and half days on New Year's Eve and Christmas Eve.

⁶Food allowance for drivers was \$1.25 for breakfast, \$1.50 for lunch, and \$2.00 for dinner.

Drivers would also be furnished lodging for nights spent away from Clarksville. They would not be reprimanded for any overnight stops made for the necessary safety to their person, equipment, or property. Drivers would also not have to pull overloads and would be able to resume pay after an eight hour lay-over. The company was to provide drivers with helpers on runs which had more than fifty stops or which had a load weight of ten thousand pounds. Runs also would have to be posted for seniority bids every three months.⁷

The company would have to provide proper compliance of the cost of living, single rate, guaranteed pay for forty hour week, an eight hour day, seniority, leaves of absence, grievance, union visitation, meal allowance, furnished clothing, and time allowance for change of clothes.

Frosty Morn would also have to provide a pension fund, health insurance (hospitalization, medical, surgical, and accident), sick leave, leave for pregnancy, funeral leave, and a leave for jury or civic duty.

There would be provision made for reinstatement for improper or illegal discharge.

⁷If the contract had been accepted, runs now open would have had to be placed up for bids.

Paid vacations would be awarded on the basis of one week for one year's service; two weeks for two years' service; three weeks for ten years' service; four weeks for twenty years' service. Pay for vacations would have been computed on the basis of 2.25% of the previous annual earnings.

The union requested the right to challenge standards, piecework, incentive. No subcontracting of union work was to be allowed. The contract also provided that supervisors not be allowed to harass employees. The union also reserved the right to add to the contract during the bargaining period. All provisions would be left open to negotiations for both sides.

The company would provide power tools when they were necessary to the work and would furnish any tools necessary to add to maintenance and production. Workers would not be forced to use unsafe equipment.

The union urged that workers continue to share in profits from the vending machines and that any benefits already enjoyed from the company be continued.

The wage scale would be regular union wage.⁸

The contract prepared in December, 1967 was again merely a proposal, but it included all the points covered

⁸ See the Appendix for the union wage scale.

in the 1965 contract with some modifications. The new contract proposal provided for non-discrimination in all hiring practices.

Regarding penalty pay, the new proposal called for double time instead of time and a half for holidays and Sundays. Time and a half would be given for any time over eight hours a day and forty hours a week. No employee could be made to work over fifty hours a week unless she volunteered.

Vacations and holidays were altered slightly. Under the new contract an employee of fifteen years received four weeks' vacation and an employee of twenty years received five weeks' vacation. Under the new proposal there would be eight holidays⁹ with one added in 1970.¹⁰

The union would require that seniority rights be clearly defined between that of the plant and that of the department. It must be clear how the rights could be lost. The concept of promotion and demotion and job choice within the plant was to be defined. Besides regular leaves of absence, the union would add leaves for personal reasons and elective public office. The company would be required

⁹Holidays in 1967 were the New Year's Day, Washington's birthday, July 4, Labor Day, Thanksgiving, Veteran's Day, Christmas, and half days for New Year's Eve and Christmas Eve.

¹⁰The addition being either Good Friday or Employee's birthday.

to give employees a half day off on payday with pay for a full day. Not only could jobs within the bargaining unit not be subcontracted without permission, but outside agencies could not be used except in emergency.

The union asked for the right to use their Industrial Engineering Department for patterns for numbers to jobs that were not in existence at the time the contract was drawn. The patterns of Swift and Armour were to be used in deciding the rate for each job. A new pay scale was introduced.¹¹

The contract under negotiations in 1968 at the time of the strike is virtually the same contract which the union and company agreed upon when the strike was settled in July, 1969.

Under the contract, the union would require recognition as sole collective bargaining agent for production, maintenance, and drivers of the Clarksville Frosty Morn; however, the contract would exclude office clerical, part-time clerical, salesmen, watchmen, guards, and supervision as defined by the Wagner Act. There seemed to have been some controversy as to whether the parttime clerical and salesmen were to be in the bargaining unit. The union said "no" while the company said "yes."¹²

¹¹See Appendix for 1967 union wage scale.

¹²"Section I-Recognition," Tennessee Packers Agreement, Union Records.

Fresty Morn had to define its company policy for employment which would make a person eligible for employment despite race, sex, color, creed, national origin, religion, or membership in a union.¹³ Under the employment policy contribution to charities would be voluntary.

The work week was defined as starting Monday and ending Sunday with Sunday not included as a regular work day; the work week must be a forty hour week. The employer would have to pay time and a half for anytime the employee worked without at least twelve hours between shifts. Shifts also had to provide for the equal distribution of labor with provisions for the steward to check every thirty days to insure the practice.

Provisions for penalty pay would provide for double time for all holidays and Sundays worked; time and a half would be paid for all work done on Saturday. There would also be time and a half for all time worked over a forty hour week or an eight hour day; they were to be paid at the greater rate but not at the rate for both. Saturday and Sunday were defined as the twenty-four hour period following 12:01 A. M.

Section V of the agreement defined provisions for meals, lodging, and relief. Employees were guaranteed a fifteen minute break after two hours work. Besides the

¹³"Section II-Employment Policy," op. cit.

fifteen minute break, meals must occur after five consecutive hours at work or the company must furnish a twenty minute break with pay. Under relief, truck drivers were allowed \$1.25 for their breakfast while on the road, \$1.50 for lunch, and \$2.00 for dinner. The company would pay for their lodging when the driver was forced to stay overnight. The driver was not to be subjected to reprimand for any stops made out of necessity for the safety of himself, his equipment, or his products.

The contract provided for holidays starting at 12:01 of the day of the holiday. If a holiday fell on a Sunday, employees were to be given the following Monday off.¹⁴ All regular full time employees were to be paid for the holidays.

Under the contract, clothing allowances were to be provided for all regular workers. Persons not working a regular work week received fifty cents a week in lieu of clothing allowance. Newly employed persons received eight cents a day for clothing for each day of their first work week if they were hired after Monday; holidays did not count. The company must continue the practice to launder, press, and repair all work clothes. Under this section of

¹⁴Holidays in this contract were New Year's Day, Washington's Birthday, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas Day, and the Employee's birthday.

the contract, the company also had to furnish necessary tools for the workers to perform their jobs and had to pay employees for time spent repairing tools; no employee was to be paid for less than fifteen minutes spent in this capacity.

The wage portion of the contract was divided into two parts with the first being provisions for paying employees at the highest rate once they were finally assigned to a job. The wage portion of the contract provided for a twelve cent minimum for night work with night work being defined as that time between 6:00 P. M. and 6:00 A. M. with no worker being forced to work this time if she had already worked a full day.

The second part of the wage contract provided for a cost of living study based on the Consumer Price Index Department of Labor. This study should occur every six months with proper adjustments made in salary.¹⁵ If the survey should be delayed, salaries must be adjusted the first pay period after the issuance of the survey.

Under the agreements, provisions for a forty hour week were guaranteed applicable for holidays. Employees could not be made to work over fifty hours a week. Time

¹⁵The proper adjustment would be 1¢ increase for every .4% increase in the cost of living and 1¢ decrease for every .4% decrease in the cost of living.

missed by an employee could be deducted from her pay if the absence was not for an acceptable excuse allowed in the contract.

Vacations were based on accumulative service from December 31 to December 30 with the vacation being available on the anniversary date if the employee had not been absent for one hundred twenty days consecutively. Vacation time was one week for one year's service; two weeks for two years' service, three weeks for ten years' service, four weeks for fifteen years' service, and five weeks for twenty years' service. If the military interrupted service, the employee received one vacation for each complete year in service except the year left and the year returned. Vacations were paid at the rate of 2.25% of the prior year's earnings. Pay was eligible at the beginning or end of the vacation at the discretion of the employee. If an employee was dismissed, the vacation pay was given.

Seniority was to be defined on the basis of plant and departmental. Plant seniority would begin the day the employee was hired. Seniority must be posted in three places with the plant making an updated list every thirty days. If the employee was moved to a new department, her existing seniority would be added to any time accumulated prior to the move. The seniority agreement made provisions for recalling, displacing, new jobs, and promotions. There were also provisions for the regaining of seniority after a break in service.

Leaves of absence were available without pay on the basis of service. An employee of five years service was eligible for two weeks leave of absence, ten years service rendered one month, ten to fifteen years service rendered two months and three months was allowed for over fifteen years of service. Jobs were to be filled temporarily. Leaves were available for union business, illness, family problems, and jury duty. An employee could have no more than four months off work without forfeiting her job and benefits. A fifteen day notice had to be given prior to taking an official leave.

The company and union provided a grievance procedure by which a grievance when issued went from the steward to the foreman and finally to an arbitrator. If no decision was reached, a federal mediator could be called in with both the union and the company sharing the expense.

Frosty Morn had to furnish, at no expense to the employee, hospitalization, medical, surgical, diagnostic, and major medical insurance. Life insurance was made available. The insurance provided for a ten thousand dollar life insurance policy. In the case of hospitalization, the insurance provided for a semi-private room with full payment for surgical, anesthesiology, radiology, and pathology. Full diagnostic pay for both in and out patients was to be awarded.

The company provided \$26 a month to the AMC's pension plan as the company pension had not been approved by the U.S. Treasury.

The miscellaneous segment of the contract allowed the union visitation rights at anytime. Employees still were allowed to receive benefits from the vending machines. The company had to furnish power trucks where needed as well as to furnish helpers for truck drivers who were on runs of over fifty stops or which carried ten thousand pounds. Drivers could not be forced to pull overloads.

The miscellaneous segment also allowed that truck routes had to be placed up for bid.

Also in the miscellaneous segment, no employee could be forced to use unsafe equipment. The company had to furnish clothing and a minimum of twelve minutes to change. Women were allowed time off without pay for child-bearing. A maximum of three days was allowed off work for jury duty. The union forbade that work of the bargaining unit be subcontracted. In the provision listed under the miscellaneous portion of the contract, all employees dismissed since 1962 because of unfair labor practices had to be fully reinstated with allowances for backpay.

In 1968, the contract provided for check-offs by which the company deducted initiation fees as well as union dues from the pay check of all employees who were union members. This process would continue from year to year

until the employee should revoke individual union membership or the union failed to gain the right to remain the bargaining agent for the workers. In any event, written notice of at least ten days prior to stopping check-offs would have to be given for the change to be effected.

The contract gave its company the right to direct work force as well as to plan, direct, control, hire, suspend, discharge employees. The company also had the right to study and improve production methods and facilities.

The union defined its intent as that of forming rules, promoting efficiency, channeling problems, recognizing mutual interest, and reaffirming agreements to solve the problems of pay, hour week, and the employee conditions.¹⁶

Sickness and accidents clauses provided for no more than eight weeks leave for maternity benefits. No employee was eligible for sick leave unless the employer was notified immediately. One year of service qualified an employee for seven sick days. The qualifications did not continue if the employee was discharged for just cause, quit, or was laid off for one hundred eighty days.

Separation pay was given if the workers had worked less than one year service and were discharged involuntarily. Pay was on the basis of one week's pay for each

¹⁶"XIX Intent," Tennessee Packers Agreement, Union Records.

year's service from one to ten years, one and three quarter for years over ten and under twenty; over twenty years' service merited two weeks' pay. If less than four weeks was due the employee, the sum was to be paid in total. If more than four weeks, the payments could be in weekly installments. If the employee died, the payments could be given to the widow and dependents.

When the strike was settled, this contract was accepted. The signing of the contract marked the beginning of union and company relations at the Frosty Morn plant in Clarksville, Tennessee.

Chapter IX

CONCLUSION

Considering the various aspects of the Frosty Morn strike, it is difficult to draw many conclusions because of the lack of information from both sides. Information from both sides makes it easier to gain a more balanced picture. From the information available, however, one can see that the union worked diligently to become the bargaining agent for the Frosty Morn plant.

The fact that the union had tried for close to a decade to organize the workers in Clarksville indicated that it was serious in its efforts. The fact that the NLRB recognized the union and that the Court ruled against the company in her attempts at stalling unionization, leads one to believe that Frosty Morn had consistently fought legitimate unionization attempts.

The union worked hard in behalf of the strikers and thus the workers in the plant were encouraged to trust the union. Even though the union's cases on behalf of the workers were not always awarded to the workers, the prospective union members saw that the union was willing to offer support and to go as far to protect the rights of the workers as an individual wanted to go.

Of course, there were those people who thought the company was offering as many benefits as it could without going out of business. In my conversation with E. C. Moore, plant manager when the AMC first began its organization attempts in the plant, Mr. Moore seemed to be sincere in his belief that the company was doing the best that it could and that the union's cases to the NLRB and all unionization only provoked the employees to take advantage of the company.

The case before the Circuit Court, however, made it appear that Frosty Morn was always hostile to unionization. The NLRB maintained in its brief and in letters to the company and union that Frosty Morn's record of consistent resistance to the union was cause enough to award the election to the union.

The most obvious point toward the conclusion that Frosty Morn would resist the union lay in the fact that the company was willing to accept all benefits for its workers, as suggested in the union's various contract proposals, except dues check-offs. The refusal to accept dues check-offs appears to be a refusal to accept or recognize a union rather than any other point. Union officials drew much the same conclusion.

The union's claim that the consumer boycott was the weapon which brought Frosty Morn to the bargaining table is an exaggeration. The boycott certainly hurt the

company, but the length of the strike was the factor which brought both sides to the bargaining table. Neither side could have continued on a strike for much longer. Frosty Morn was already operating at limited production, costing them money and customers. The union would not have had the money to continue the strike for much longer. Money for relief for the strikers was running out. Strike morale was getting low as most strikers were financially distraught from being out of work for close to two years.

It remains that the union was received at the plant and is still there. At the last contract negotiations in 1973 the union won its new contract without major repercussions and with no threat of a strike. Frosty Morn, however, is still reluctant to discuss matters relating to the union for they fear an upset in the balance between company and union which they have finally achieved.

There seems to be a doubt in my mind that the fifteen month strike was necessary although I would accept that a strike was necessary to begin negotiations. Also if Frosty Morn was only resistant to the dues check-offs as the only issue in the contract, then the lengthy strike is even more of an adverse factor to hold against the company. The background of union resistance from the company must be kept in mind if the strike and its outcome is to have the proper meaning.

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BIBLIOGRAPHY

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APPENDIXES

APPENDIX A

CORRESPONDENCE



615-647-2311

FROSTY MORN MEATS

91

INCORPORATED

P. O. BOX 1048

CLARKSVILLE, TENNESSEE 37040

December 15, 1972

Donna Gail Waller
Box 8333
Austin Peay State University
Clarksville, Tennessee 37040

Dear Miss Waller:

Your letter of December 4, 1972 has been brought to my attention.

Our position on your request is negative for the following reasons:

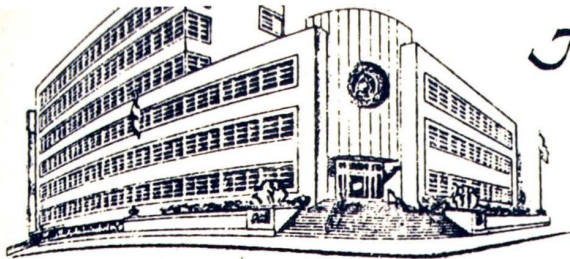
1. A.P.S.U. is a local institution made up of many local people.
2. Frosty Morn Meats is a meat packing business in Clarksville staffed with local people.
3. Frosty Morn Meats has recognized the Union as the bargaining agent for the hourly paid employees at this plant.
4. The relationship between the Company and the Union has been good for the past three years.
5. In view of the fact that many local people in one way or another are involved with Austin Peay State University and Frosty Morn Meats we deem it not in the best interest of this Company to comment one way or another on the 1968-69 strike at this plant.

Sincerely yours,

FROSTY MORN MEATS

Clay Barnes
General Manager

CB;mk



Amalgamated

92

Meat Cutters and Butcher Workmen

OF NORTH AMERICA

AREA CODE 312/248-8700

2800 N. SHERIDAN ROAD CHICAGO, ILLINOIS 60657

December 19, 1972

Ms. Donna Gail Waller
Austin Peay State University
Box 8333
Clarksville, Tennessee 37040

Dear Ms. Waller:

In regard to your request for information pertaining to the Frosty Morn Meats strike in 1968. We do have extensive records, pictures, newspaper clippings, leaflets, 16mm film documentation and other material pertaining to that strike here at this office. We would be very glad to show you all of this material here, but because of their value, we are somewhat reluctant to send them through the mail.

I would suggest however, that you get in touch with Ronald Sloan, Secretary-Treasurer of Local 405, Nashville, Tennessee. I'm sure he has many of the same records and maybe even more since it was that local union that was directly involved with the strike.

It might be helpful if you tried in person at Local 405 in Nashville for two reasons: 1) I'm sure that they are also reluctant to send this information through the mail, and 2) Secretary-Treasurer Sloan at the present time is very sick and will be entering the hospital for a cancer operation in the near future. So, the less bothersome you present yourself, the better it is.

Good Luck in your thesis.

Sincerely yours,

Robert Delaney
Robert Delaney
Education Field Representative

RJD/im

JOSEPH BELSKY
INTERNATIONAL PRESIDENT
PATRICK E. GORMAN
INTERNATIONAL SECY. TREAS.
HELMUTH KERN, DIRECTOR
DEPARTMENT OF EDUCATION

OFFICE OF THE CLERK
UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT
CINCINNATI, OHIO 45202

93

February 2, 1973

Miss Donna Gail Waller
Box 8333
Austin Peay State University
Clarksville, Tennessee 37040

Re: Case No. 17,125
National Labor Relations Board
vs.
Tennessee Packers, Inc., Frosty Morn Division

Dear Miss Waller:

This is in reference to your letter of January 30, 1973, concerning the above case.

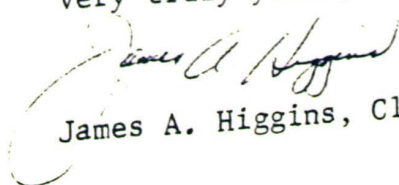
Our records show that the above case was filed in this court in 1966 upon the petition of the National Labor Relations Board for enforcement of an order issued by it directing the Respondent, Tennessee Packers, Inc., Frosty Morn Division, to bargain collectively with the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local No. 405. On June 21, 1967, an opinion and judgment of this court was entered granting the Board's petition for enforcement.

You are more than welcome to examine any part of the records in this case in this office. Our file would contain the Board's petition for enforcement of its order, the Respondent's answer to the petition for enforcement, the briefs of the parties, and the appendix to the Petitioner's brief which would contain excerpts of the record of the proceedings before the National Labor Relations Board.

The record of the original proceedings before the National Labor Relations Board would be in the custody of the Executive Secretary of the National Labor Relations Board, Washington, D. C.

I hope this will be of some assistance to you.

Very truly yours,


James A. Higgins, Clerk



NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

94

FEB 20 1973

Ms. Donna G. Waller
P. O. Box 8333
Austin Peay State University
Clarksville, Tennessee 37040

Dear Ms. Waller:

This is in response to your letter of inquiry dated January 30, 1973, concerning your research on the organizational activities at the Tennessee Packers, Frosty Morn Division plant, in Clarksville, Tennessee.

The background events concerning the Amalgamated Meatcutters' attempts to organize this plant relate back to 1963 and are contained in Volume 154 NLRB 819, (1965). This same case is also reported in the Labor Relations Reference Manual, the citation of which is 60 LRRM 1093, (1965). Other cases which might be of some interest to you pertain to the discharge and layoff of employees at the plant because of their union activities and are reported in 157 NLRB 53, (1966) and 158 NLRB 1192, (1966).

I suggest that you visit a law library in your area where these volumes would be available to you.

Sincerely yours,

Michael A. Taylor
Deputy Assistant General Counsel

June 14, 1973

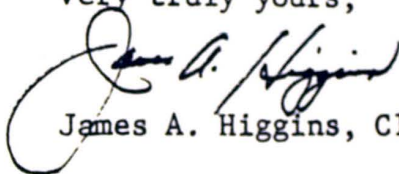
Miss Donna Gail Waller
904 Madison, Apartment 1
Clarksville, Tennessee 37040

Dear Miss Waller:

This is in reference to your letter of June 7, 1973, concerning your request to examine the records of the court in the case of National Labor Relations Board vs. Amalgamated Meat Cutters and Butcher Workmen of North America vs. Frosty Morn Division of the Tennessee Packers.

The records are available at your convenience. Our office is open from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Very truly yours,

A handwritten signature in dark ink, appearing to read "James A. Higgins", is written over a circular, light-colored stamp or seal.

James A. Higgins, Clerk

JAH:dk

APPENDIX B

MATERIALS CONCERNING NLRB ELECTION AT FROSTY MORN

INSTRUCTIONS TO ELECTION OBSERVERS

DUTIES (General):

1. Act as checkers and watchers.
2. Assist in identification of voters.
3. Challenge voters and ballots.
4. Otherwise assist agents of the Board.

THINGS TO DO (Specific):

1. Identify voter.
2. Check off the name of the person applying to vote. One check before the name by one organization. One check after the name by the other organization or the Company.
3. See that only one voter occupies a booth at any one time.
4. See that each voter deposits a ballot in the ballot box.
5. See that each voter leaves the voting room immediately after depositing his ballot.
6. Report any conflict as to the right to vote to the agent of the Board at your table.
7. Remain in the voting place until all ballots are counted in order to check on the fairness of the count, if ballots are counted at that time. If they are not counted immediately, you will be informed as to when and where ballots will be counted.
8. Report any irregularities to the Board agent as soon as noticed.
9. Challenge voters only for *good cause*.
10. Wear your observer badge at all times during the conduct of the election.
11. BE ON TIME. (One-half hour before the time for the opening of the polls.)

THINGS NOT TO DO (Specific):

1. Give any help to any voter. Only an agent of the Board can assist the voter.
2. Electioneer any place during the hours of the election.
3. Argue regarding the election.
4. Leave the polling place without the agent's consent.
5. Use intoxicating liquors.
6. Keep any list of those who have or have not voted.
7. Wear any indication of the organization which you represent except the observer badge provided by the Board. This includes badges, buttons, placards, electioneering devices, etc., including advertising on any article of clothing. The Board agent is the sole arbiter as to the type of identification to be worn during the election. This, of course, does not apply to regular *company* identification badges, the wearing of which is required by the company.

As an official representative of your organization, you should enter upon this task with a fair and open mind. Conduct yourself so that no one can find fault with your actions during the election. You are here to see that the election is conducted in a fair and impartial manner, so that each eligible voter has a fair and equal chance to express himself freely and in secret.

VOTES CHALLENGED AND OVERRULED

Bagwell, Robert
Bension, James
Black, Nora
Bunnell, J. C.
Corlew, Don
Dudley, E. W.
Duncan, Paul
Holt, Shirley
Ham, Jimmy
Hutchinson, Ophelia
Johnson, Leonard
Lane, Myrtle
Mayo, Clarence
Moore, Crosby
Morrison, Bob
Odom, Bob
Rogers, Donald
Rogers, D.
Sleigh, Charles
Sleigh, John
Tillman, Paul
Warren, Claudine
White, Roy M.

Frosty Morn Organization Committee, September 20, 1964.
Frosty Morn Correspondence--Employee, Union Records.

SUSTAINED VOTES OF 1964 ELECTION

SUPERVISOR

Fenneman, Glen
Frosty, Bobby
Harris, Bobby
Morgan, Franklin
Nelson, Thomas
Seay, Morris
Smith, Warren

CLERICAL

Brown, Robert
Perry, Hubert
Pitts, Raymond
Wyatt, Everett

NO COMMUNITY OF INTEREST

Moseley, Lucien
Winn, Robert

NOT AN EMPLOYEE OF FROSTY MORN

Shippard, Wesley

Letter from Ronald Sloan to Leon Schacter dated April 19, 1964, NLRB case 26-CA-2053 and 26-RC-2030, Union Records. There is one name missing from the union list.

TRUCK DRIVERS NOT ALLOWED TO VOTE IN 1964

Atlanta Run

Paul Duncan
Don Rogers
Dolphus Rogers

Huntsville Run

Leo Johnson
James Benson

Florence Run

Raymond White

Birmingham Run

Paul Tillman

CHALLENGES IN 1964 ELECTION

<u>Name</u>	<u>Challenge</u>	<u>Reason</u>
Bagwell, Robert*	Union	Supervision
Benson, James*	Union	Out of town driver
Black, Nora*	Board	Not on payroll
Brown, Robert	Union	Supervision
Bunnell, J. C.*	Union	Sales
Corlew, Don*	Union	Parttime
Dudley, C. W.	Union	Supervision
Duncan, Paul*	Union	Out of town driver
Fenneman, Glenn	Union	Supervision
Frost, Robert	Union	Supervision
Ham, James	Union	Clerical
Harris, Bobby	Union	Supervision
Holt, Shirley*	Board	Not on payroll
Hutchinson, Ophelia*	Board	Not on payroll
Johnson, Leo*	Union	Out of town driver
Lane, Myrtle*	Board	Not on payroll
May, Clarence	Union	Supervision
Moore, Crosby*	Union	Buyer
Morgan, Franklin	Union	Supervision
Morrison, Bobby	Union	Supervision
Mosley, Lucien*	Union	Clerical
Nelson, Tom	Union	Supervision
Odom, Tom*	Union	Clerical
Pitts, Roy	Union	Office
Perry, Hubert	Union	Supervision
Rogers, Dolphus*	Union	Out of town driver
Rogers, Don*	Union	Out of town driver
Rudolph, J. E.	Union	Clerical
Seay, Morris	Union	Supervision
Sheppard, Wesley	Company	Not employed
Sleigh, Charles*	Company	Parttime
Sleigh, John*	Union	Parttime
Smith, Warren	Union	Supervision
Tillman, Paul*	Union	Out of town driver
Warren, Claudine	Board	Not on payroll
White, Roy*	Union	Out of town driver
Wilson, Carl*	Union	Clerical
Winn, Robert	Union	Supervision
Wyatt, Everett	Union	Office

*Open and count

1963 CHALLENGES

UNOPENED

Bagwell, David
Rogers, Don
Tramil, Robert
Odom, Paul
Rogers, Dolphus
Williford, Jim
Benson, James
Batson, Sam
White, Raymond
Duncan, Phil
Palmer, Wilbert
Winn, Robert
Hall, Lawrence
Corlew, David
Johnson, Leo
Majors, Albert
Tillman, Paul

OPEN AND COUNT

Fuqua, James
Teasley, Allen
Ham, Jimmy
Nelson, C. J.
Richardson, Arthur
Key, Eddie
Warren, Claudine
Davidson, James
Miller, Ray S.
Ronsdell, John
Hutchinson, Ophelia
Hinton, Byron
Durham, Gilbert
Morgan, Ross
Harrison, Robert

APPENDIX C

MATERIALS CONCERNING WORKERS' RIGHTS
AT FROSTY MORN

BACKPAY FOR CLAUDINE WARREN

Calendar Quarter	Gross Backpay	Net Interim Earnings	Net Backpay
1962-4	1292.59	-----	1293
1963-1	943.66	-----	944
1963-2	1296.23	232.19	1064
1963-3	1184.55	225.22	959
1963-4	1332.69	-----	1333
1964-1	1193.31	250.00	943
1964-2	1306.31	359.26	947
1964-3	1255.12	1061.82	193
1964-4	1268.52	281.81	987
			<hr/> 8683

BACKPAY FOR OPHELIA HUTCHINSON

Calendar Quarter	Gross Backpay	Net Interim Earnings	Net Backpay
1962-4	1313.01	-----	1313
1963-1	1174.49	-----	1174
1963-2	1232.47	-----	1232
1963-3	1363.42	-----	1363
1963-4	1468.26	-----	1468
1964-1	1204.88	-----	1204
1964-2	1327.29	-----	1327
1964-3	1309.50	620.14	689
1964-4	1265.10	803.77	<u>461</u>
			10231

APPENDIX D

WAGE DATA

1965 WAGE SCALE

Hour Rate Code	Rate
0	2.285
1	2.325
2	2.365
3	2.405
4	2.445
5	2.485
6	2.525
7	2.565
8	2.605
9	2.645
10	2.685
11	2.725
12	2.765
13	2.805
14	2.845
15	2.885
16	2.925
17	2.965
18	3.005
19	3.045
20	3.085
21	3.125
22	3.165

1967 WAGE SCALE

Hour Rate Code	Rate
0	2.675
1	2.720
2	2.765
3	2.810
4	2.855
5	2.900
6	2.945
7	2.990
8	3.035
9	3.080
10	3.125
11	3.170
12	3.215
13	3.260
14	3.305
15	3.350
16	3.395
17	3.440
18	3.485
19	3.530
20	3.575
21	3.620
22	3.665

Don't buy
Frosty Mom
Freefoot

119

STRIKE AND MEAT PRODUCTS

...the ... are
... against ... and sub-
... This ... is argued
... deal fairly with
... Thank you
...
... N.A. 100-000

APPENDIX E

STRIKE AND BOYCOTT MATERIALS

**help southern
workers win
their fight for
union wages
and
conditions**

don't buy 110
Frosty Morn
Reelfoot
BRAND MEAT PRODUCTS

The Neuhoff chain workers are struggling against long hours and sub-standard pay. Buy meats produced by companies that deal fairly with their employees. Thank you.

Amalgamated Meat Cutters
& Butcher Workmen of N.A. (AFL-CIO)



don't buy
Frosty Morn
Valleydale
MEAT PRODUCTS