

STATE OF MISSOURI

ss.

COUNTY OF JACKSON

Leonard Williams, of lawful age, having been first duly sworn, states upon his oath that he has read the affidavit of Freeland Rife, which is described as Plaintiff's Exhibit No. 12, and which has been read and offered in evidence in Case No. 2924 In Equity, and being tried in the District Court of the United States for the Western Division of the Western District of Missouri.

Affiant states that he is well acquainted with said Rife, and that he is Secretary of the local union of which the said Rife was a member when the said Rife was employed at the H. D. Lee Mercantile Company, the Cowden Manufacturing Company, and the Mogul Manufacturing Company mentioned by the said Rife in the said affidavit.

Affiant states that the said Mogul Manufacturing Company has not been in business in Kansas City since January, 1937.

Affiant states further that Freeland Rife has not worked for any of said companies since 1929; that the said Rife was on April 30, 1929, suspended from said union for nonpayment of dues, and that he has not been a member of said union since that date. Affiant states that said Rife was paid by the H. D. Lee Mercantile Company prior to his being suspended from said union, that is, in 1929, \$38.60 per week. Affiant states that it is his information that said Rife is now paid by the Donnelly Garment Company \$42.80 per week. Affiant states that when the said Rife was so employed by the H. D. Lee Mercantile Company and by the Cowden and Mogul companies, he was employed as a cutter of overalls and other work clothes. Affiant states that it is his understanding that the said Rife is employed by the Donnelly company as a dress clothing cutter. Affiant states that there are no dress clothing cutters in the employ of the Lee or Cowden companies, and that there were none in the employ of the Mogul Manufacturing Company.

Affiant states that dress clothing cutters who are members of the union of which Rife was a member when he worked at Lee's, Cowden's and the Mogul Manufacturing Company earn an average weekly wage of about \$55.00 for a 36-hour week.

Affiant further states that the average weekly wage of operators, members of said union, who are now employed by H. D. Lee Mercantile Company, Cowden Manufacturing Company, the Burlington Overall Company, and other companies in Kansas City employing members of said union, is \$25.00 for 40 hours; and that there are many operators working for said companies whose average weekly wage of \$40.00 for 40 hours.

Affiant states that he has read the following statement in the said affidavit of the said Rife: "The lighting conditions are excellent at the Donnelly plant and were very poor in the other places I have worked. Lighting is very important to a cutter's work not only on account of his eyesight but in the doing of the work." Affiant states that in all of the shops where members of the affiant's union work in Kansas City, as mentioned in this affidavit, the lighting conditions are as nearly perfect as it is possible to make them; that the cutting rooms are equipped with large and sufficient windows on three sides.

Affiant states that he has read the following statement in said Rife's affidavit: "The cleanliness and sanitary conditions are better here than at the union shops I have worked. Sometimes the floor would not be swept for a week in the other places." Affiant states that that statement is ridiculously untrue, that the sanitary conditions and the conditions of cleanliness in the shops where members of affiant's union work are as nearly perfect as it is possible to make them that the floors of said shops are swept and cleaned every day and many times several times a day.

Affiant states that he has read in the said affidavit the following statement: "The equipment at the Donnelly plant is far superior to that in the union shops at which I have worked. The cutting machines are better and the tables are more suitable and the space provided is much more ample at the Donnelly plant." Affiant states that the equipment and the cutting machines and the tables used at the shops mentioned in this affidavit in which members of affiant's union work are the best that money can buy; that the space provided the cutters is ample; that the contracts which said union have with said employers are such that if the space was at all objectionable the union could require that it be rectified. Affiant states that he is familiar with the competitive problems of the employers of members of his union and he knows that it is the policy of all the said

employers to keep their equipment absolutely up-to-date in order that they may meet the said problems of competition.

Affiant further states that it is true that his union's contracts do not provide for vacations with pay, and that said contracts do not call for pay during illness. Neither does said union

permit its members to accept gifts from their employers, nor to go on picnics, nor to indulge in other social activities promoted by the employers, upon the theory that such concessions by the employers have a tendency to weaken the demands of the union for just wages, hours, and conditions. The policy of said union is to require reasonable pay for the work of its members, and not to require pay when they do not work.

Affiant further states that he has read the following paragraph in the said Rife's affidavit: "There is a great deal more fellowship and fraternity among the employee in the Donnelly plant than I have ever found in any of the union shops in which I have worked. The social life is more pleasant here. There is usually strife and not the best of feeling among employees in the union shops." Affiant states that said statement is utterly ridiculous, that the best proof of the untruthfulness of said statement is found in the fact that said union has had a closed shop agreement with the Burlington Overall Company for about thirty years, with the Cowden Manufacturing Company since it commenced business in 1919, and with the H. D. Lee Mercantile Company since 1916, and that never at any time during all of those years has there been any strike or lock-out or any friction of any kind between said employers and the members of the union; that their relations with their employers are and have been all of those years most amicable.

Affiant states that the members of said union give their own picnics, promote their own social gatherings, and purchase

their own baubles, all with their own money. Further affiant saith not.

Subscribed and sworn to before me this 2nd day of
November, 1937.

Notary Public in and for Jackson County, Missouri

My commission expires

UNITED STATE DISTRICT COURT WESTERN DIVISION, WESTERN DISTRICT OF
MISSOURI.

No. 2924.

DONNELLY GARMENT COMPANY, a corporation, and DONNELLY GARMENT SALES
COMPANY, a corporation,

Plaintiffs,

v.

INTERNATIONAL LADIES' GARMENT WORKERS' UNION, et al,

Defendants.

AFFIDAVIT OF LEONARD WILLIAMS

FRANK P. WALSH JEROME WALSH CLIF LANGSDALE Attorneys for Defendants.