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West Coast Collective
Bargaining Series

The Teamsters Union on the

West Coast

J. B. Gillingham

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WEST COAST COLLECTIVE BARGAINING SYSTEMS

Edited by

Clark Kerr and Curtis Aller

**Institute of Industrial Relations
University of California, Berkeley**

The Teamsters Union

ON THE

West Coast

J. B. GILLINGHAM

INSTITUTE OF INDUSTRIAL RELATIONS
UNIVERSITY OF CALIFORNIA, BERKELEY
ARTHUR M. ROSS, DIRECTOR

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FOREWORD

This is the ninth in a series of short monographs which the Institute of Industrial Relations is publishing on collective bargaining on the Pacific Coast.

This region provides a splendid locale for such a group of studies. It has been familiar with unionism, collective agreements, and industrial conflicts for more than a century. Not only are workers more highly organized than in most other regions, but employer associations are unique, both quantitatively and in the extent of their activities. In some areas, particularly the San Francisco Bay Area, central labor bodies are unusually influential in the conduct of collective bargaining. And as Clark Kerr and Curtis Aller point out in their preface, the West Coast presents a fascinating diversity of industrial and social environments which have placed their stamp on labor-management relations. For these reasons collective bargaining on the West Coast has deservedly attracted national and international interest among practitioners and students.

The editors of the series have had a wide and varied experience in analyzing industrial relations problems on the Pacific Coast and elsewhere. Clark Kerr was Director of the Institute at the time the original plans for the series were formulated. He is now Chancellor of the University of California at Berkeley, as well as a member of the Institute staff. Curtis Aller is also a member of the Institute staff and Lecturer in the School of Business Administration on the Berkeley campus.

Earlier monographs in the series dealt with collective bargaining in the motion picture, construction, nonferrous metals, lumber, longshore, and aircraft industries, and with labor relations in agriculture and in the nonfactory sector of the economy. The final

monograph in the series will analyze the development of labor relations in the Hawaiian sugar industry.

J. B. Gillingham, the author of the present monograph, is Assistant Professor of Economics at the University of Washington.

ARTHUR M. ROSS
Director

PREFACE

The West Coast has a rich and remarkably varied history of collective bargaining despite its youth as a region of economic importance. Its Embarcadero in San Francisco, its streets of Seattle, its logging camps in the Northwest, its motion picture lots in the Los Angeles area, its fisheries in Alaska, its hard rock mines on either side of the Continental Divide, among other locales, have witnessed the development of unique and consequential systems of labor-management relations.

This study of the Teamsters Union on the West Coast is the ninth in a series of reports being published on individual West Coast bargaining situations. Each report is concerned with a single distinct system, whether it covers an industry, a portion of an industry, a union, or a group of unions. None of the studies purports to be an exhaustive analysis of the total collective bargaining experience of the system under survey. Rather, it is the intention to investigate one or a few central themes in each bargaining relationship—themes which relate to the essence of that relationship. The series will thus constitute a many-sided treatment of collective bargaining, illustrating both its diversity and its complexity.

Professor Gillingham observes that the Teamsters Union is one of the most powerful unions on the West Coast and one of the most rapidly growing unions in the United States. Hence this study of a most significant force in the area's industrial relations should be of interest, both regionally and nationally. Attention is devoted to some of the principal characteristics of the union—the dynamics of its jurisdiction, its structural adaptation to new conditions, its emphasis upon multi-employer bargaining, the wage policies pursued, the approach to inside-outside worker differentials, the development of a uniform system of fringe benefits, the concern for

contract adherence, and the special programs developed to stabilize competitive industries.

The central focus of the study concerns the Teamsters' relationships with other unions, described by the author as "one of the most controversial and most frequently discussed aspects of Teamsters Union behavior." Three disputes—with the Brewery Workers, the Warehousemen, and the Machinists—provide the empirical material for an analysis of the jurisdictional attitudes, policies, and tactics of the Teamsters Union. In all these instances the author concludes that the Teamsters' aggressive behavior differed from what might be expected of most other American unions in degree rather than in kind. The reasons for this difference in degree are found in the Teamsters' relatively great economic power derived from the Union's strategic position *vis-à-vis* other unions, its strict adherence to the official AFL theory of jurisdiction, and the vigorous application of this classic jurisdictional doctrine by Dave Beck. In all of these disputes the Teamsters Union has been motivated by a determination to enhance its own institutional strength and security.

The same particularistic concern colors other aspects of inter-union relationships as well. Thus the picket lines of other unions pose special problems for the Teamsters, since more than any other union they face the dilemma of either supporting or violating the picket line—the luxury of remaining neutral is not possible. In resolving this kind of question, as well as those arising in its relationships with city and state federations and in the political sphere, the Teamsters Union has been guided by what it considers to be its legitimate self-interest.

The past difficulties of the Teamsters with other unions may well pale into insignificance in the face of their prospective role in the merged labor movement. The Teamsters could bring much strength to the movement, but the Union may yet decide, the author concludes, that its legitimate self-interest will dictate a separate role.

CLARK KERR
CURTIS ALLER
Editors

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INTRODUCTION¹

The Teamsters Union² is one of the most powerful and significant forces in West Coast industrial relations. It cuts across many different industries and leaves its mark upon the collective bargaining patterns of each. During the past fifteen years, this union has been the most rapidly growing labor organization in the Pacific Coast states and today has the largest membership of any union in that area; further, for the next decade the Teamsters may well continue to make up one of the most rapidly growing unions in the United States. The mushroom growth of the Union has been accompanied by internal structural and administrative adaptations, a buttressing of effective job control over an expanding territory, and the development of external relationships with employers and the wider community which yield to the Union today an extraordinary degree of strength and security both internally and externally.

This record of growth in membership and in strength and influence in collective bargaining, makes the Teamsters particularly suitable for analysis. An attempt will be made to delineate some of the more distinctive characteristics of the Union's jurisdiction, structure, collective bargaining policies, interunion relationships, and general ideology. However, the assumption or contention is not that the Teamsters Union is peculiar or unique in any important substantive or qualitative sense. On the contrary, it is the author's conclusion that the Teamsters Union is essentially typical of a very broad segment of American trade unionism.

¹ This discussion is based in good part on facts and impressions gained in many interviews and discussions with various Teamsters Union representatives and with employer representatives in Seattle. Grateful acknowledgment of their cooperation and assistance is hereby made.

² For convenience this abbreviated reference will be used in lieu of the full name: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (AFL).

Some of the more important and distinctive characteristics of the Teamsters Union and its policies may be summarized as follows:

- 1) Growth has been rapid; jurisdiction is heterogeneous and still expanding. The Union is opportunistic, aggressive, tough-minded in protecting and expanding both *de jure* and *de facto* jurisdiction.
- 2) The conventional craft union organizational structure has been modified to meet changing functional needs.
- 3) Collective bargaining processes and policies are characterized by:
 - a) Multi-employer bargaining with areawide uniform agreement in a given industry.
 - b) Wage policies influenced by rational economic considerations, with attention to ability to pay.
 - c) Pervasive problems of extremely competitive industries. In such industries, the Union works with and through employer associations and public regulatory agencies to limit "unfair" competition and stabilize prices and wages.
 - d) Emphasis on union security.
 - e) Strict adherence to contract.
 - f) Reluctance to strike, particularly over economic (as contrasted with political) issues.
- 4) Jurisdictional and general working relationships with other unions are complex, chronically strained.
- 5) Top leadership has been strong, aggressive, hard driving.
- 6) The well-articulated philosophy and value system of the Union constitute a classic contemporary example of the tradition and spirit of Samuel Gompers.

MEMBERSHIP GROWTH AND JURISDICTION

Growth

The membership growth of the Teamsters Union on the Pacific Coast has been rapid (see Table 1). In 1950, the three Pacific Coast states, with less than 10 per cent of the total population of the United States,³ accounted for approximately 25 per cent of the total membership of the International Teamsters Union.⁴

³ *Statistical Abstract of the United States, 1951*, U. S. Bureau of the Census (Washington: 1951), table 38, pp. 30-31.

⁴ Estimated at approximately one million members in 1950. Membership stated to be "about 1,200,000" in October 1952; see *Proceedings, IBTCW & H of A Convention, 1952*, p. 181.

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While the population of these states increased approximately 50 per cent from 1940 to 1950,⁵ the Teamsters Union approximately tripled its membership over the same period.

Jurisdiction

The area of jurisdiction officially claimed by the Teamsters Union is set forth in Article II of the Constitution of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen

TABLE 1
MEMBERSHIP OF TEAMSTERS UNION, PACIFIC COAST STATES
1940-1952

Year	California	Oregon	Washington	Total
1940.....	58,355	7,134	21,595	87,084
1941.....	76,376	10,195	25,510	112,081
1942.....	76,795	10,324	23,385	110,504
1943.....	75,366	10,782	26,350	112,498
1944.....	80,070	10,940	29,859	120,869
1945.....	101,110	13,266	33,489	147,865
1946.....	150,197	21,194	44,524	215,915
1947.....	161,922	20,720	43,845	226,487
1948.....	175,059	20,186	44,365	239,610
1949.....	170,295	23,440	53,388	247,123
1950.....	175,680	23,520	53,951	253,151
1951.....	178,520	23,480	54,860	256,860
1952.....	182,020	24,010	55,248	261,278

SOURCE: Data supplied by Walter Briem, Director, Statistical Department, Joint Council 28, Seattle, Washington. The figures cover membership on which per capita tax was paid. Per capita tax payment is the most restrictive basis for computing membership.

and Helpers of America (IBTCW & H of A) as amended at its 1952 convention.⁶ More suggestive and probably more useful is the summary, by major industry groups or trade divisions, officially set forth by the Western Conference of Teamsters:

AUTOMOTIVE: This Division is concerned with the organizing of all men and women who are employed in: automobile and truck dealer shops and service stations, including automobile salesmen; parking stations, garages and lots; auto and truck parts houses, tire shops and wrecking yards, and general gasoline and service stations of all kinds. This includes all attendants, car and truck washers and greasers, polishers, maintenance men, fleet service employees, and some other miscellaneous groups.

⁵ *Statistical Abstract of the United States*, 1951, pp. 30-31.

⁶ See *Proceedings, IBTCW & H of A Convention*, 1952, p. 93.

BAKERY: Included in the organizing work of this Division are: bakery driver-salesmen and helpers, pastry and cake drivers, cracker and cookie drivers, bread drivers, checkers, wrappers, loaders, office workers in baking plants, and all warehousemen employed in any capacity in the various plants.

BEVERAGE: This Division is interested in the organization of all workers in breweries, wineries, and distilleries, and employees in the soft drink and bottle industry, both in the plants and in all phases of distribution and sales.

CANNERY: This Division includes the Western Cannery Council, the Washington Cannery Council, the Oregon State Cannery Council, and the California Council of Cannery Unions. It is interested in all men and women who are employed in canneries, frozen food plants, and all other phases of food processing, including dehydrating, packing shed work, and similar jobs, both seasonal and year around.

BUILDING AND CONSTRUCTION: The organization of all workers employed in Teamster jurisdiction in building and construction activities of all kinds is the work of this Division, including the following: sand and gravel, cement, brick, tile, steel, lumber, paint, hardware, plumbing supplies, electrical supplies, and other building materials drivers and warehousemen; ready-mix drivers, dump truck drivers, road building machinery drivers, helpers, and warehousemen.

CHAUFFEURS: This Division works with the following groups: taxicab drivers and dispatchers, for-hire-car drivers, funeral, hearse and flower drivers, sight-seeing bus drivers, and private chauffeurs.

DAIRY: This Division is all-inclusive insofar as the milk industry is concerned. It works through the machinery of the Western States Dairy Employees Council. It includes the entire field of dairying and dairy products, such as milkers, milk drivers, bottlers, loaders, all inside dairy employees, creamery and ice cream plant workers, butter and cheese workers, drivers, and warehousemen; condensery and creamery employees, cheese and ice cream factory employees, and office workers.

GENERAL HAULING: This Division works to organize all fuel drivers, heavy machinery drivers and handlers, railway express drivers, flour and feed drivers, sanitary drivers, and other similar groups not covered specifically by other Divisions.

HIGHWAY DRIVERS: There are two Highway Drivers Councils in this trade Division, one in Southern California and the other in Northern California. The Division is concerned with intercity, interstate, and intrastate and general over-the-road operations of all common and contract carriers by motor vehicles. This includes: all auto freight drivers, dockmen, warehousemen, terminal employees, drivers in the farm to market movement of all agricultural commodities including livestock; drivers employed in the intercity movement of furniture and household effects, transport drivers, auto caravan drivers, wholesale meat and grocery drivers, baggage and furniture drivers, and office workers.

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LAUNDRY: This Division includes organization of: laundry drivers, linen supply drivers, dry cleaning and dye shop drivers, press shop operators; carpet, curtain, hand and other specialty laundry and cleaning and dye drivers; and office workers not specifically covered in other Divisions.

LOG HAULING: This Division is concerned with the organization of all drivers of logging trucks who are employed in the hauling of logs over the public highways.

MISCELLANEOUS SALES DRIVERS: In this Division are the following: local and miscellaneous sales drivers, motorcycle drivers and messengers, parcel delivery drivers, film and studio drivers, retail meat and grocery drivers, armored car drivers, tobacco drivers and salesmen, sausage drivers and salesmen, newspaper and periodical drivers, newspaper and magazine circulation department employees, drivers employed in the distribution of shopping guides, telephone directories, florists drivers; tea, coffee, and spice drivers and salesmen, book salesmen, and other miscellaneous groups.

WAREHOUSE, PRODUCE, AND COLD STORAGE: This Division includes the following workers: local produce drivers, salesmen and warehousemen, track men, banana men; freight, fruit and vegetable packing plant warehousemen; packers, sorters, trimmers, pressmen, icers, and helpers; ice drivers and helpers, cold storage plant workers, warehousemen and helpers, car icers, etc.⁷

Even this detailed summary fails to mention certain additional diverse groups of employees, such as department store office workers, wholesale optical workers, frozen fish processors, vending machine repairmen, potato-chip makers, and miscellaneous other occupational groups who are also within the Teamster fold.

Dynamics of Jurisdiction

The scope and heterogeneous composition of this jurisdiction can be largely explained in terms of four factors characteristic of the Teamsters Union and the context in which it has operated during the past twenty years:

- 1) In common with American trade unions generally, the primary objective and concern of the Teamsters Union is to build and protect its own job territory, membership and institutional security. Relationships with all other organizations, including other unions, are controlled by this primary objective which is deeply rooted in the experience of American trade unionism through more than a century of slow, painful development in an essentially inhospitable environment. As Dave Beck has stated:

⁷ *Proceedings, Western Conference of Teamsters*, 1950, pp. ix ff.

"The preservation of the earning power of our members, through the protection of our jurisdiction, is an absolute necessity. The welfare of our people and their families is at stake. It is only by safeguarding our craft jurisdiction that we can protect the pay envelopes and jobs of our members."⁸

- 2) The Teamsters Union possesses extraordinary power because of the importance of truck transportation in modern industry and trade. Most business enterprises are dependent, either directly or indirectly, upon trucking. Hence a strong union of truck drivers is in a position to bring pressure to bear upon a wide range of enterprises and industries. Further, in the absence of well-developed employer organizations, the union is able to put great pressure on a particular employer or group of employers. Because of this intrinsic power, the Teamsters are in a strategic position to organize and assimilate a wide variety of employees whose jurisdictional status is marginal or ambiguous but who are beyond the organizational reach of other less strategically situated and less powerful unions. This kind of power also has enabled the Teamsters to bargain effectively within the AFL for official extension of their chartered jurisdiction into such wide and populous new occupational and industrial areas as general warehousing, fresh fruit and vegetable canning, and others.
- 3) The emergence of the CIO, and particularly the development of the aggressive longshoremen's union on the Pacific Coast headed by Harry Bridges, have stimulated organizational activity of the Teamsters. A combination of self-interest, manpower, willingness to fight, and aggressive leadership resulted in the Teamsters becoming the spearhead for the AFL in the fight to contain and turn back the CIO organizational drive on the West Coast, spearheaded by Bridges and his longshoremen. The left-wing ideological coloration of Bridges and the leadership of other CIO-affiliated unions closely related to the Teamsters' jurisdiction (e.g., in warehousing, canneries, food processing, etc.) only served to strengthen the stimulus to action by the Teamsters. It served also to soften the resistance of many employers to organization by the Teamsters who came to be regarded as a lesser evil than Bridges and his longshoremen's union.
- 4) The vigorous leadership of the West Coast Teamsters, headed until recently by Dave Beck who has now moved to the presidency of the International Union, has consistently emphasized organization and protection of jurisdiction. This emphasis has resulted in substantial expansion of jurisdiction over the past twenty years. It means organizing not only all truck drivers but also any groups of workers in a position to control or adversely affect the interests of the drivers (or any other Teamster mem-

⁸ *Proceedings, Western Conference of Teamsters, 1946, p. 28.*

bers); hence, for example, the drive for warehousemen.⁹ It means also that when, for example, some of the functions of driver-salesmen are taken over by mechanical vending machines, the Union exerts jurisdiction over the personnel who install, tend, and repair such machines. It means, too, that when another union is believed to be invading the Teamsters' jurisdiction, the Teamsters retaliate in kind; thus all inside brewery workers throughout the Northwest are today members of the Teamsters Union because of the earlier refusal of the United Brewery Workers Union to yield jurisdiction of brewery drivers. It means also that constant efforts are being made to organize and focus existing economic power in such a way as to extend and strengthen the Union's position in geographic areas where trade unionism has not yet become firmly established.

Structural Adaptations to Heterogeneity of Jurisdiction and Membership

From its beginnings, the Teamsters Union has faced special problems of structure and internal administration arising from the diversity of work performed by its members and the diversity of industrial situations in which such work is performed. The heavy construction driver has little job interest in common with the taxi driver; or the laundry driver-salesman with the garbage collector; or the bakery driver-salesman with the auto-freight driver. It is not surprising therefore that the local unions of Teamsters in San Francisco and Seattle developed from the beginning on an industry basis reflecting the area of common job interest and opportunity: general drayage, milk-wagon drivers, laundry-wagon drivers, bakery-wagon drivers, and so on.

With continued growth in membership and jurisdiction, particularly after the upsurge beginning in the middle thirties, the problem of structure became increasingly important. In the larger cities additional local unions were chartered: Warehousemen; Retail and Wholesale Warehousemen; Garage, Automotive, and

⁹ Longshoring and warehousing operations on the waterfront have a direct functional relationship to trucking, warehousing, and other operations under Teamster jurisdiction. Further, control of the docks may have substantial indirect effects upon the entire community in a seaport city. On the Pacific Coast, the Teamsters observe an armed truce with the International Longshoremen's and Warehousemen's Union (Independent), but the truce is a matter of expediency rather than an admission of the legitimacy of the ILWU. On the East Coast, the Teamsters recently signed a shortlived pact with the International Longshoremen's Association (Ind.). The agreement was intended to end jurisdictional troubles and to stimulate cooperation on new organizational efforts.

Service Station Employees; Ice-Wagon Drivers and Helpers; Produce Drivers, Salesmen, and Helpers; Garage, Parking, and Service Station Attendants; Miscellaneous Sales Drivers; Taxicab Drivers and Chauffeurs; Inside Brewery Workers, Warehousemen, Platform Men, and Helpers; Newspaper Drivers and Helpers; Automobile Drivers and Demonstrators, etc.¹⁰ The Bakery-Wagon Drivers, likewise, included some inside workers in their local; and the General Teamsters local absorbed a large number of miscellaneous drivers of various sorts. After 1946, office workers were organized in many industries by the local unions holding general jurisdiction in such industries, for example, Milk-Wagon Drivers, Laundry and Dry-Cleaning Drivers, and General Teamsters. The Warehousemen's locals organized food manufacturing workers, optical workers, cosmetics workers, rope and cordage workers, junk-yard employees, in addition to warehousemen proper in wholesale and retail distribution and various other industries.

In the smaller cities and towns, the typical single mixed local union became an omnibus organization reflecting the multiplicity of industries and occupations mentioned above plus others in some cases, such as cannery workers.

The Teamsters thus rapidly expanded into a sprawling collection of structurally heterogeneous units. Some specialized local unions were clear-cut industrial unions, for example in the milk industry; others were semi-industrial, such as those in garage and automotive service, produce, canneries, etc.; others were semicraft unions such as the general trucking locals; the mixed local unions in the smaller cities were so heterogeneous as to defy classification in any terms except "all-inclusive."

Other than the International Union itself, the Joint Councils¹¹ were the only official administrative structures available to provide coördination, planning, technical services, and general policy supervision to this mixture of local unions which enjoyed formal and actual autonomy within wide limits. Since the International Union staff was small, international officers and representatives

¹⁰ This is a partial list of the local unions chartered in Seattle.

¹¹ A Joint Council is composed of all Teamsters' local unions in an area. Membership in the Joint Council is compulsory for the local union. There are presently five such Joint Councils on the Pacific Coast: one covering locals in Washington (except for a few immediately across the Columbia River from Portland and affiliated with the Oregon Joint Council); another covering Oregon; and three in California.

had to work largely through the Joint Councils. Under Dave Beck as International Representative and later International Vice-President, the Joint Councils on the West Coast developed into active, functional administrative instruments. Centralized research and legal services were established; frequent, regular meetings of the secretaries and business agents provided useful communications channels; better coördination of collective bargaining strategy and tactics was achieved; the experience and advice of the seasoned leaders was made available to the newer and less experienced.

But the most significant structural adaptation began with the organization of the Western Conference of Teamsters in 1937, encompassing the eleven western states, Alaska, western Canada, and the Hawaiian Islands. The Western Conference did not become an officially chartered body in the IBTCW & H of A until 1947, following a requisite amendment of the International Constitution,¹² but it proved to be a highly effective organizational and administrative device from the beginning. The early formation of the Western Conference is regarded as the primary explanation for the relatively greater growth and development of the Union in the West as compared with other regions.¹³

The functional core of the Western Conference is constituted of so-called Trade Divisions—twelve administrative units organized largely on an *industry* basis (see Figure 1). This form of organization has permitted an increasingly effective coördination and integration of activities within industries over a large geographic area. It seems reasonable to expect that as time passes the locus of decision making on key issues of collective bargaining strategy or policy will tend to move upward from the local unions and the Joint Councils to the Trade Divisions of the Conference. This trend will be more marked in certain industries (*e.g.*, milk production, baking, canning, auto freight) than in others. To the extent that employers in such industries respond with parallel organizational adjustments, the whole structure of collective

¹² See *Proceedings, IBTCW & H of A Convention, 1947*, p. 293.

¹³ "If I were to name one factor that has been responsible more than any other in the development of our organization in the 11 western states, British Columbia, Alaska, and the Hawaiian Islands, I would say it is the continual meetings of our Trade Divisions and the annual sessions of this Conference." Dave Beck in *Proceedings, Western Conference of Teamsters, 1948*, p. 6.

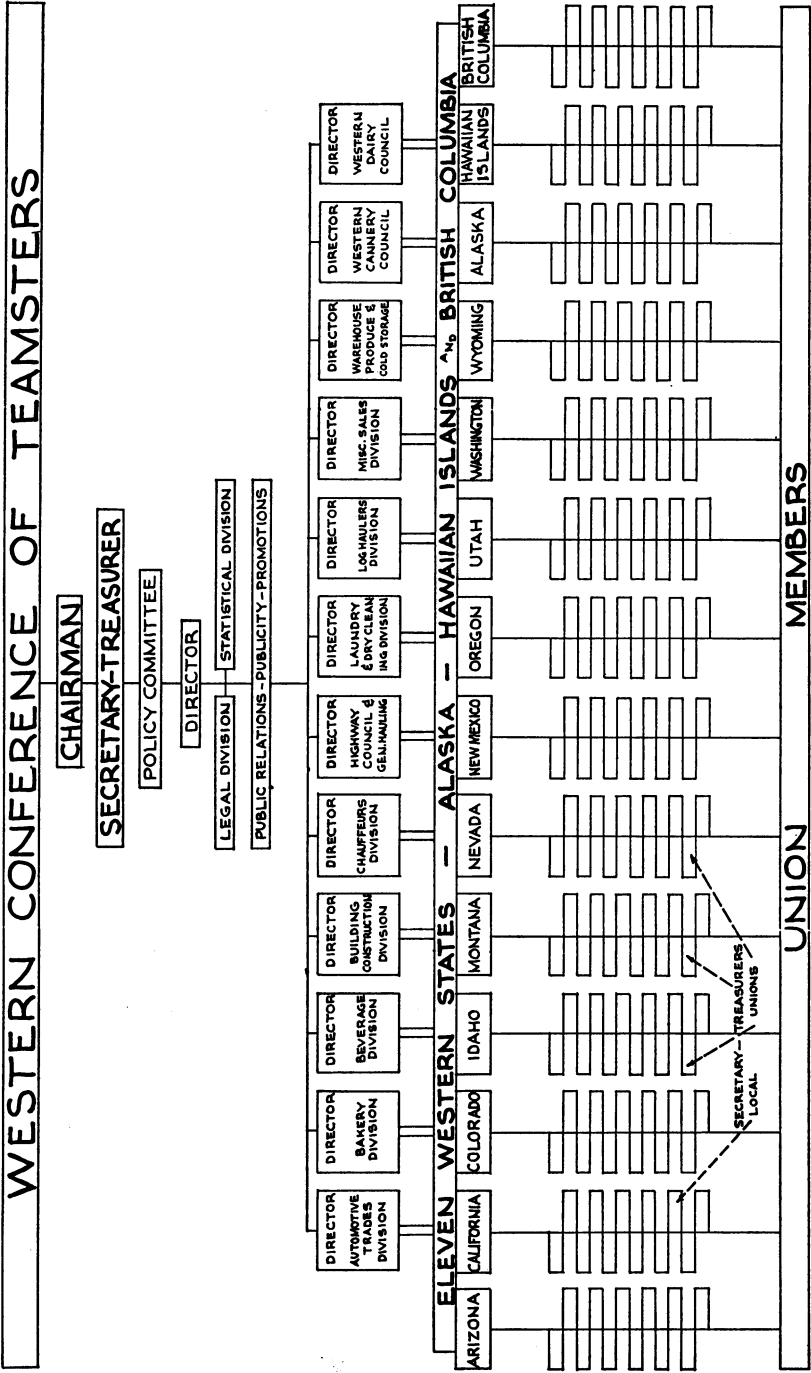


Fig. 1. Organizational Structure of Western Conference of Teamsters

bargaining may tend to move toward a coastwide or even Conferencewide basis.

The development of the Western Conference thus provides a reasonably workable structural solution to the problems arising from the industrial and occupational heterogeneity of union jurisdiction and membership. It also provides the administrative machinery whereby the combined economic power and resources of the entire Conference can be more readily brought to bear in specific situations for such purposes as bargaining and organization of new territory.

Following the example of the Western Conference, the regional conference pattern has now been established by the Teamsters in all sections of the United States. And the model of the regional Trade Divisions has been applied on a national scale with the establishment of national trade divisions.

COLLECTIVE BARGAINING PATTERN AND POLICIES

Multi-Employer Bargaining

The Teamsters characteristically and predominantly bargain with multi-employer associations, particularly in the major Pacific Coast cities where employers are highly organized.¹⁴ The Teamsters thus reflect and are also a potent contributor to the relative predominance of multi-employer bargaining on the Pacific Coast as compared with the remainder of the United States.¹⁵

The result is a system of master agreements which establish uniform conditions for all employers within a particular industry in an area. The area varies, depending upon such factors as the size of the product (services) market, the size and structure of the firms concerned, employer associations, and other factors; typically the area of coverage is a metropolitan area. The provisions of the

¹⁴ See Clark Kerr and Lloyd H. Fisher, "Multiple-Employer Bargaining—The San Francisco Experience," *Insights into Labor Issues*, ed. by Richard A. Lester and Joseph Shister (New York: The Macmillan Co., 1948).

¹⁵ A BLS survey of 11,460 agreements in effect in 1951 covering 8,410,000 workers, published by the Bureau of National Affairs, revealed that in the three Pacific Coast states 71 per cent of the employees included in the survey were covered by multi-employer agreements as compared with 32 per cent for the nation as a whole. "Extent of Multi-Employer Bargaining," *Collective Bargaining Negotiations and Contracts* (Washington: Bureau of National Affairs, April, 1953), p. 15:11.

master agreement negotiated in an industry are extended uniformly by the Union to the independent employers who are not members of the employer association.¹⁸ There is little latitude for bargaining by the independent employers in such circumstances. A common procedure of the Union is to mail or deliver two copies of the duplicated standard agreement to each independent employer in the industry requesting the return of one signed copy for the Union's files.

Despite the fact that an employer association usually increases the relative bargaining power of its members *vis-à-vis* the union, the Teamsters Union as a matter of policy has typically encouraged the development of associations, particularly in highly competitive industries characterized by many small firms, ease of entry, high labor costs, and severe competition. To the Teamsters, strong employer associations offer certain advantages and benefits which more than offset the change in the bargaining power ratio, particularly since the Union usually still has ample power to advance and protect its interests. The first advantage to the Union arises because of the administrative and procedural difficulties of bargaining with a large number of unorganized small employers, particularly when it is considered necessary to establish and maintain uniform terms and conditions of employment among them. A pattern agreement worked out with one or two "leader" firms must be imposed without change on the other firms in the industry. This appears to individual employers to be arbitrary. Further, in the absence of normal negotiations, it is inevitable that misunderstandings, grievances, and inadvertent contract violations by individual employers will occur. The sheer administrative demands of this situation strain the staff facilities and resources of most unions. The Teamsters' job territory abounds in industries which would present this problem.

Second, a strong employer association lightens the Union's burden in enforcing the contract and settling grievances. The Union now has a single, central channel through which to approach the multitude of separate employers. And the association manager, rather than the Union business agent, often must assume the task of explaining to an employer that he is in violation of some pro-

¹⁸ Certain partial exceptions to this policy are indicated in the discussion of wage policy below.

vision of the agreement. Likewise, the occasional rebellious employer is often pacified and brought into conformity by the association membership rather than by the Union representative. A more or less systematic, rapid procedure for handling grievances also becomes possible. Union representatives and association representatives tend to establish stable understandings and working relationships over time, thus further simplifying and facilitating the discharge of their own responsibilities and presumably those of their principals. In short, all the usual administrative advantages accrue.

Third, the development of a reasonably strong employer association strengthens the Union's psychological and public relations position in relation to the remaining independent employers in an industry. The uniform agreement has been bargained out with full participation of the organized segment of the employers; it presumably is realistic and workable for that industry; further, it has been put into effect by the organized group of employers. Under such circumstances, it appears much less arbitrary to the public at large and probably also to the average independent operator, that he be pressed by the Union to become a party to an identical agreement. Further, if he wishes to have more voice in the terms, he may join the Association.

Fourth, and perhaps most important, the Union recognizes that in such an industrial structure, a strong, inclusive employer or trade association is a necessary precondition for any effective self-regulation or general policy for the promotion or protection of the industry as a whole. On both issues, the Union is a highly interested party. Unregulated entry and cutthroat price competition in industries such as laundry and dry cleaning, trucking, or automotive service, means a threat to employment conditions; likewise, there are external competitive threats, for example, the railroads. The Union has therefore encouraged and actively cooperated with its employer associations in their efforts to achieve internal stabilization and to protect their interests against external threat. The employer association becomes a prime instrument from the Union's point of view to combat the pervasive threat of excessive competition internally and of competitive menaces of various sorts externally.

Wage Policies

The Teamsters Union operates in such a variety of industrial situations that virtually any generalization regarding wage policies or practices will be subject to many exceptions. Certain central related characteristics of the Union's wage policy, however, appear to be generally consistent and can be roughly summarized as follows:

- a) The Union typically gives considerable weight to rational economic considerations regarding effects of wage adjustments on prices, industry welfare, and employment in relatively long-run terms.
- b) Ability to pay is an important criterion in wage determination.
- c) Within the Teamsters' jurisdiction, relatively wide differentials prevail between drivers and inside workers, particularly in the lower-wage industries.
- b) The pattern of fringe benefits tends to be uniform regardless of industry or type of employees.

The policy-making leadership generally recognizes and accepts the fact that the great economic power of the Union inescapably carries with it responsibility. Hence, particularly in small-scale, highly competitive industries where the Union's strength is superior to that of the employers, the Union leadership gives consideration to the effects of wage adjustments on profits, prices, competitive position, and employment in the industry.

Several other factors have also operated to develop this sensitivity to the economic effects of Union wage policies. Historically the core of the Union has been largely constituted by such groups as the Bakery Drivers, Milk-Wagon Drivers, Laundry Drivers, and Common-Carrier Drivers (drayage and auto freight). Most of the policy-making leadership in the Union at the present time has been drawn from these groups. In these industries, labor costs typically constitute a relatively high part of total costs, and such costs are directly related to consumer prices. Furthermore, the Teamster in many of these industries is a driver-salesman who is face to face with retailers and consumers. He knows what elasticity of demand means. Consumer reaction directly affects his income which is derived in part from commissions on sales.

In local drayage and auto freight there are other special factors conducive to a rational economic approach to wage policies.

State and federal agencies regulate the charges which may be made by common carriers. Increased costs cannot be passed on in the form of higher charges until authorized by the proper regulating agency. Petitions for rate adjustments must be supported by detailed analyses of operating revenues, costs, net returns, etc. In addition, carriers are typically required by the state regulatory agencies to file comprehensive annual operating statements so that the company books are in effect always available for public examination. Furthermore, even if rate increases were to be authorized, the threat of railroad and other types of competition hovers in the background, with direct implications for employment in the trucking industry.

An additional factor of importance is the relative strength and security of the Teamsters' leadership in relation to the membership. The structure and traditions of the Union tend to strengthen the leadership. Internal factionalism is rare, likewise threats from rival unions. The leadership is thus in position to wield great influence in formulating wage policies. And through strict control of strike sanction, the Joint Council leadership imposes an additional level of control over any particular local union.

In view of these factors it might be predicted that the Union leadership would take a rational, responsible approach to issues of wage policy. When Walter Reuther's demand to take a look at the books of the General Motors Corporation created such a nationwide furor after World War II, the West Coast Teamsters already for more than a decade had been actually looking at the employers' books where the issue of ability to pay was seriously raised.

A responsible approach does not necessarily mean, however, a soft approach or an indifference to wage rate levels, as West Coast employer associations and national wage data will attest. Particularly among drivers and helpers, West Coast wage rates are substantially higher on the average than in any other section of the country; Oakland, San Francisco, and Seattle, in that order, showed a substantial differential over all other cities in the United States in 1951. Spokane, Washington, and Phoenix, Arizona, rank highest among cities in a lower population group.¹⁷ The Union presses hard to bring wage rates up to the limit of the ability to

¹⁷*Union Wages and Hours: Motortruck Drivers and Helpers, July 1, 1951*, U. S. Bureau of Labor Statistics, bulletin no. 1052 (Washington: 1951), p. 7.

pay. And it aggressively works in various ways to protect and increase an industry's capacity to pay.

It should be kept in mind, however, that with the Teamsters, as with any other union, a rational economic approach to wage determination can be discussed only in relative terms. Economic considerations are always limited, modified, and compromised by a host of political factors and by sheer custom and tradition.¹⁸ Certainly such factors operate constantly and powerfully in shaping the Teamsters' wage decisions and policies. As compared with unions at large, however, the Teamsters appear to give relatively more conscious attention and weight to economic factors.

Wage Differentials and Ability to Pay

Within certain limits, the Union admittedly acts in a manner akin to that of a discriminating monopolist in its efforts to set differential wage rates on the basis of ability to pay. This policy is presumably applied more or less generally among various industries, bargaining units, and classifications of personnel by the various local unions, but it is most clearly discernible where a single local union sets a different price on identical or very similar jobs for separate (*i.e.*, noncompeting) employer groups in the same labor market area. The best example on a large scale is perhaps the highly differentiated structure of rates for drivers and helpers in private and common carriers. Table 2 provides a summary of contract rates as of July 1, 1950, for Seattle, Washington,¹⁹ which will serve to illustrate this point.

The bulk of the drivers and helpers are in three major categories: freight, general drayage, and private carrier (uniform agreement). The remainder are in the various miscellaneous private

¹⁸ See M. W. Reder, "The Theory of Union Wage Policy," *Review of Economics and Statistics*, XXXIV (1952), 34 ff., for a good treatment of the Dunlop-Ross "controversy" regarding "economic" and "political" determinants of wage structures.

¹⁹ July 1, 1950, was used rather than 1951 or 1952 because the advent of the wage stabilization program in January 1951 caused delays and general distortion of the normal timing and patterns in contract settlements. Actual wage rates as of May 1, 1953, are roughly 15 per cent above those shown in the table. Table 2 is included here less as a source of absolute wage rates and differentials, however, than to provide some indication of the *structure* of driver rates and particularly the *pattern of relationships* among major industrial groups.

Keep in mind also that no driver-salesmen, the Union's élite, are included in this table.

TABLE 2
UNION SCALES OF WAGES AND HOURS FOR SELECTED MOTORTRUCK DRIVERS
AND HELPERS, SEATTLE, WASHINGTON, JULY 1, 1950

Classification	Rate per Hour	Hours per Week
Bakery:		
Special delivery.....	1.563	48
Cracker:		
2½ tons or less.....	1.750	40
Over 2½ tons.....	1.800	40
Helpers.....	1.675	40
Beer.....	1.863	40
Helpers.....	1.789	40
Building:		
Construction:		
Pickup truck.....	1.830	40
Dump truck:		
5 yds. or less.....	1.930	40
6-12 yds.....	2.130	40
13-20 yds.....	2.230	40
Over 20 yds.....	2.380	40
Koering dumpster.....	2.130	40
Bull lift operator.....	1.830	40
Food distribution—Retail.....	2.000	40
Freight:		
Under 125 miles:		
Under 4 tons.....	1.545	48
4-6 tons.....	1.576	48
6-8 tons.....	1.608	48
Over 8 tons.....	1.639	48
Trailer or semi-trailer.....	1.670	48
Over 125 miles:		
Under 4 tons.....	1.576	48
4-6 tons.....	1.608	48
6-8 tons.....	1.639	48
8-10 tons.....	1.670	48
Over 10 tons.....	1.733	48
Trailer or semi-trailer.....	1.795	48
Local pickup delivery.....	1.545	48
Parcel delivery.....	1.700	40
Private carrier:		
Under 20,000 lbs.....	1.750	40
Over 20,000 lbs.....	1.800	40
Semi-truck and trailer.....	1.850	40
Helpers.....	1.675	40
Part-time, under 20,000 lbs.....	1.750	40
Part-time, over 20,000 lbs.....	1.850	40
Garage:		
Pickup truck.....	1.475	40

TABLE 2—Continued

Classification	Rate per Hour	Hours per Week
General:		
Drayage for hire:		
Furniture.....	1.608	48
Helpers.....	1.545	48
Up to and including 2½ tons.....	1.545	48
2½-4 tons.....	1.576	48
4-5 tons.....	1.608	48
Over 5 tons to semi-trucks.....	1.639	48
Helpers.....	1.483	48
Part-time helpers.....	1.595	48
Grocery—Retail:		
First 3 months.....	.963	40
Second 3 months.....	1.113	40
Next 6 months.....	1.373	40
After 1 year.....	1.525	40
Milk.....	1.781	43¾
Relief drivers.....	1.906	43¾
Other dairy products.....	2.000	40
Newspaper:		
Day.....	1.938	40
Day extra.....	1.988	40
Night.....	2.031	40
Night extra.....	2.081	40
Oil-Fuel.....	1.794	48
Bulk petroleum—Intra-city.....	1.600	48
Railway express.....	1.584	40
Helpers.....	1.422	40
Soft drink—Retail.....	1.813	40
Tobacco—Retail.....	2.000	40

SOURCE: *Union Wages and Hours: Motortruck Drivers and Helpers, July 1, 1960*, U. S. Bureau of Labor Statistics, bulletin no. 1012 (Washington: 1961), table 10, pp. 25-26.

carriers ranging from bakery and beer drivers to soft-drink and tobacco drivers.²⁰

If wage rates are compared among these major groups, as shown in Table 2, the following wage relationships appear:

²⁰ Because construction is so differentiated from the other industries involved here in terms of equipment, seasonality, and collective bargaining structures, it can properly be omitted from our present analysis.

<i>Classification</i>	<i>Range of Rates</i> (varying with size of equipment)
Drayage Freight	\$1.545 (under 2½ tons) to \$1.639 (over 5 tons)
Under 125 miles	\$1.545 (under 4 tons) to \$1.670 (trailer or semi)
Over 125 miles	\$1.576 (under 4 tons) to \$1.795 (trailer or semi)
Private Carrier (uniform agreement)	\$1.75 (under 20,000 lbs.) to \$1.85 (trailer or semi)
Miscellaneous Private Carriers	\$1.475 (ice driver) to \$2.00 (tobacco driver)

The over-all pattern is fairly clear. For essentially comparable jobs in the same labor market, the Union negotiates lower rates for the common carriers than for the private carriers, the bulk of which are under a uniform agreement. In the remaining miscellaneous industry units of private carriers, the Union negotiates widely varying wage rates distributed above and below the key private carrier rate. The Union explains this pattern primarily in terms of differential ability to pay.

As between common carriers and private carriers the factors given recognition as affecting ability to pay include the following:

- a) The rates or tariffs of common carriers are regulated and controlled by public agencies.
- b) Severe competition with rails operates as an incentive to minimize freight rate increases.
- c) The established, "fair" freight lines are still being damaged to some degree by "unfair" competition from "gypsies," owner-operators, leased-truck operators, and others.
- d) Driver wage rates are a major cost consideration for the common carriers but a relatively minor consideration to most firms operating private carriers.
- e) Common carriers depend entirely for their revenue on their transportation services; whereas firms operating private carriers derive their revenues primarily from other operations (merchandizing, manufacturing, etc.).
- f) Common carriers, particularly local drayage, have no assurance of customers or cargoes and are not able to schedule and fully use their equipment to the degree possible with a private carrier. As drayage rates go up, the best customers buy their own trucks and operate private carriers; the local drayage firm gets the leftovers. Rental trailers have taken much of the small-scale miscellaneous business. Furthermore, when the local drayage firm is temporarily short of business its drivers stand idle and unpro-

ductive; whereas the driver of a private carrier can be put to useful work around the plant when there is no driving to be done.

The differentials in private carrier wage rates among various miscellaneous industries are likewise indication of the Union's recognition of substantial variation in ability to pay. Certain industries are considered able to pay much higher rates than the standard private carrier rate and the Union presses for differentials. Typically found in this group are newspaper drivers, building material drivers, bakery drivers, soft-drink drivers, tobacco drivers, and beer drivers. Other industries are recognized by the Union as unable to pay the standard rate, and a lower rate is negotiated. Typically included in this group are armored car drivers, department store drivers, solid fuel drivers, ice-wagon drivers, retail grocery delivery drivers, and ambulance drivers.

Similar wage discriminations may also be observed among classifications other than drivers. One of the sharpest and most interesting examples is found in the garage and service station industry, where attendants, greasers, and service men in downtown garages and parking lots receive a substantial differential over men doing similar work in the outlying independent service stations.

These discriminatory differentials, however, are not always established or maintained through any very careful or precise analysis, particularly in the private carrier field. Many have gained validity simply by virtue of age. The BLS survey of 1939 showed a structure of rates characterized by the same general relationships found in the contemporary structures.²¹ However, a general testing by bargaining pressure does occur periodically.

In wage differentiation among private carriers, the Union always faces a choice between a policy of finer differentiation as against the opposite policy of consolidating more industries under a uniform agreement. The first alternative may slightly increase the total wage bill, but the latter has certain administrative advantages from the Union's viewpoint. Informal opinions expressed by Union representatives would indicate a trend toward less differentiation and more standardization of rates for the more common

²¹ *Union Wages, Hours, and Working Conditions of Motortruck Drivers, June 1, 1939*, U. S. Bureau of Labor Statistics, bulletin no. 676 (Washington: 1940).

classifications within a particular labor market area. This is a policy question, however, which will probably be answered differently in various areas.

Wage Differentials Between Inside and Outside Workers

The problem of internal wage differentials is one that plagues all unions to some degree, but particularly those with a membership as occupationally and industrially heterogeneous as that of the Teamsters Union. Determining appropriate or equitable or normal wage differentials between occupations is difficult if not insoluble so far as getting general agreement from all parties is concerned. For the Teamsters the problem has been made more complex by such factors as the historical timing of organization of different occupational groups, the internal structure of the Union, and the political economy of the typical collective bargaining situation.

No consistent pattern of differentials exists; hence generalizations must be strictly limited. Since the West Coast Teamsters Union is a collection of local unions with widely varying industrial settings and historical developments, various units have more or less separately developed their own wage structures which vary from industry to industry, and from area to area. In Seattle, for example, in several numerically significant industrial groups the differentials between drivers and inside men are very small or are absent altogether.²² In the local dairy industry, the contract provides for identical rates for unclassified inside workers and for regular route drivers. The classified inside workers (a relatively small specialized group) have rates from 25 cents to \$1.25 per day higher than the route drivers. Likewise the statewide auto freight agreement provides for an identical rate for pickup and delivery drivers and for loaders, checkers, and related terminal workers. In the general drayage agreement, which also covers a large number of employees, craters and packers have rates which fall within the range of driver rates, while steady helpers and warehousemen have a differential of 50 cents per day below the light truck drivers. In the brewery industry in Washington and Oregon, the drivers have a differential of five cents per hour over inside brewers. Com-

²² The following comparisons are based on an examination of the relevant collective bargaining agreements.

parable if not identical relationships exist in other cities in various industries.

In many other industries, however, affecting the majority of the inside workers under the Teamsters' jurisdiction, relatively wide differentials prevail between the drivers and the inside workers. One of the most significant numerically, and perhaps the most appropriate for purposes of illustration and analysis, is the general field of wholesale and retail distribution where the Union represents the drivers, the warehousemen,²³ and in some instances the office workers. Differentials in average hourly earnings of selected classifications in wholesale and retail trade in three major West Coast urban areas as indicated in a BLS survey are set forth in Table 3.²⁴

In terms of the usual criteria of job evaluation, these wage differentials appear larger than the differences in job content and job requirements would justify. And the wage relationships in other labor market areas suggest that the differentials shown in Table 3 do not generally prevail in less highly organized markets. In fact the *40 Labor Markets*²⁵ survey shows that in many major cities, particularly in the South, the differentials are reversed, with the warehousing classifications showing differentials, in some cases quite large, over truck drivers. A comparison of wage structures in various areas suggests that the more highly unionized the labor market area, the larger the differential in favor of the truck driver over the warehousing classifications. It should be noted, however, that West Coast warehousemen's rates do not suffer absolutely in comparison with rates in other labor market areas. On the contrary, the West Coast rates shown for the various warehousing classifications in Table 3 are higher than in any other city of the

²³ For convenience in the following discussion, the term warehouseman will be used to cover several closely related classifications: general warehouseman, order filler, packer, checker, receiving clerk, shipping clerk, lift truck operator, etc.

²⁴ These data suffer from a certain lack of precision because the classifications, particularly for truck drivers, are not uniform in the three areas. However they are reasonably adequate for our purposes and reflect in a general way the differentials between drivers and warehousing classifications. Because the three areas covered are so highly organized, the average hourly earnings data can be properly regarded as reflecting contract rates. The situation is complicated in San Francisco by the fact that the International Longshoremen's and Warehousemen's Union (Independent) represents a considerable proportion of the warehousemen in this industry.

²⁵ U. S. Bureau of Labor Statistics, bulletin no. 1113 (Washington: 1952).

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40 included in the survey, with the partial exception of Detroit, Chicago, New York City, and perhaps Pittsburgh.

Four general factors appear to offer some explanation of this West Coast pattern of differentials: (1) the history and structure of organization, (2) the economics and politics of the typical bargaining situation in these industries (retail and wholesale trade),

TABLE 3
AVERAGE HOURLY EARNINGS^a IN SELECTED OCCUPATIONS IN WHOLESALE TRADE AND
RETAIL TRADE, SELECTED URBAN AREAS (SEPTEMBER 1951-MAY 1952)

Occupation	Los Angeles		San Francisco-Oakland		Seattle	
	Wholesale	Retail	Wholesale	Retail	Wholesale	Retail
Order Fillers.....	1.50	1.74	1.65	1.66	1.56	1.52
Packers.....	1.43	1.23	1.60	1.41	1.55	1.46
Receiving Clerks.....	1.53	1.64	1.81	1.75	1.61	1.54
Shipping Clerks.....	1.61	1.47	1.80	1.68	1.66	1.62
Shipping and Receiving Clerks.....	1.65	1.81	1.75	1.79	1.62	1.54
Stock Handlers and Truckers, hand.....	1.51	1.50	1.64	1.65	1.56	1.42
Truck Drivers: ^b						
Light (under 1½ tons)....	1.74	1.75	1.80	1.74	1.69
Medium (1½ to and including 4 tons).....	1.72	1.91	2.00	1.95	1.86
Heavy (over 4 tons, trailer type).....	1.96	2.02	1.99	2.06	1.94

SOURCE: *Wages and Related Benefits, 40 Labor Markets, 1951-1952*, U. S. Bureau of Labor Statistics, bulletin no. 1113 (Washington: 1952), pp. 33, 36.

^a Excludes premium pay for overtime and night work. Data limited to male workers.

^b The comparison of rates for truck drivers cannot be precise because the system of classification by size of truck is not uniform from city to city. The one rate given for retail truck drivers for Seattle understates the actual prevailing rates.

(3) the attitudes of the Union membership and leadership, and (4) the structure of policy control in the Teamsters Union.

The drivers, particularly in San Francisco and Seattle, have a long history of organization. Powerful local unions of general drivers had succeeded in establishing relatively high rates long before significant numbers of inside workers were organized.²⁰

²⁰ This does not hold in certain industries such as local drayage and auto freight, and a few other scattered exceptions such as local milk distribution, in which the inside workers were organized along with the drivers from the beginning or at least relatively early in the Union's history. Note that it is in these industries that the differentials are very narrow or nonexistent.

Thus very large differentials²⁷ in favor of general drivers were historically well established before the inside men were organized in substantial numbers beginning in 1935. Further, when the inside workers were organized, new warehousemen's local unions were chartered for wholesale and retail warehousemen which gave them an organizational identity and leadership separate from the drivers in the same industries. During the years preceding World War II the two groups went somewhat separate ways in collective bargaining, with the drivers negotiating for themselves on much the same basis as in the past and the warehousemen working out their own patterns.²⁸ During 1936-1938 the warehousemen negotiated substantial general increases and established more nearly uniform rates over a considerable segment of the industry.²⁹ In this period, in which the 1937 recession occurred, the driver-warehousemen differential was substantially reduced as the drivers took smaller adjustments or held the line with contracts providing relatively high hourly and weekly rates ranging roughly from \$36 to \$45 per 48-hour week for most types of private carriers.

After this period of initial major adjustments, however, the above-mentioned general factors operated increasingly to prevent further significant narrowing of the absolute differential although it was still quite wide (absolutely and percentagewise) in relation to the differences in job content. The significant determinants in this process can be briefly summarized as follows:

(1) The drivers are numerically a relatively small group compared with the inside workers in retail and wholesale trade. Thus driver wage costs are typically a relatively small percentage of a firm's total costs in contrast to the wage costs of the more numerous inside workers. (2) The drivers are an integrated part of a general

²⁷ Such differentials were not stable or uniform, because warehouse rates were apparently quite chaotic in retail and wholesale trade, particularly in the early thirties.

²⁸ In San Francisco the bargaining pattern was complicated by the fact that Bridges' longshoremen and warehousemen organized a sufficient number of inland warehouses to set the wage pattern in wholesale distribution. In Seattle, where the Teamsters organized the inland warehousemen, employers in these fields, particularly in wholesale distribution, were not strongly organized among themselves until after World War II, with the result that the warehousemen's local whipsawed individual employers or small groups to its advantage during the early years.

²⁹ In Seattle, many contracts in 1936 provided a basic rate of \$105 per month, and in 1937 a rate of \$120 per month, on a 48-hour week basis.

Teamsters local union whose wage orientation is tied primarily to the whole complex structure of *driver* rates in various industries. Drivers compare themselves with other drivers. (3) The drivers have relatively great economic striking power which is not dependent upon the inside workers. With their small numbers and great power they are therefore in the strongest bargaining position of any group of employees in the industry. (4) Most groups of employees and their representatives tend to be sensitive about favorable wage differentials which they enjoy; truck drivers and their representatives are apparently no exception. (5) Inside workers are not likely to strike for larger wage increases (absolutely) than those being received by the drivers. The drivers would hardly be enthusiastic about such a strike, particularly since the inside workers' rates already compare well with rates for similar classifications in other industries and in other areas. If a Warehousemen's local union were to vote for a strike under such circumstances it seems probable that strike authorization would be refused by the Joint Council, in which the General Drivers local has an influential voice, or by the International Union.

Given this pattern of forces, any further general reduction of absolute differentials is unlikely. The drivers are powerful and are not likely to forego their share of any wage increase which the industry can be persuaded to pay; the employers are strongly deterred by cost considerations, particularly in view of the ratio of drivers to inside workers; and the inside workers are usually not in a position to strike for increases greater than those granted the drivers. In fact, the absolute differentials might well tend to widen over time, in the absence of a general policy decision by the Union to the contrary.

The pattern of wage settlements in this industry in the post-war years indicates a trend toward uniform increases across the board for drivers and warehousemen. It would appear that the two groups will increasingly tend to bargain as a unit. In Seattle, for example, since 1946 the three local unions involved have negotiated jointly on the basis of uniform demands in the key negotiations. A relatively stable structure of rates has emerged which constitutes a pattern for an expanding group of miscellaneous private carrier drivers and warehousemen in retail and wholesale

trade and in such contiguous fields as food manufacturing and processing where the Warehousemen's local unions have established jurisdiction.

The foregoing analysis would appear to be generally applicable to the differentials existing between drivers and various other types of inside workers, such as the so-called satellite³⁰ groups. The latter includes inside laundry workers and retail clerks, which are formally affiliated with other international unions but which in some areas have historically been closely related to the Teamsters Union and strongly influenced by it. Joint negotiations and uniform wage adjustments are perhaps not yet typical, but the dynamics of relative wage adjustments are essentially the same.

To summarize in general terms, wage differentials between drivers and inside workers appear to be largely a function of historical wage relationships, relative bargaining power (militancy, striking power, structure of labor costs, etc.), and the limited solidarity of American workers. Drivers are accustomed to a wide differential and they are in a strategic position to maintain it. They will share their strength within limits but not to the extent of foregoing entirely the benefits of their intrinsic strategic advantage. Furthermore, they have displayed only limited inclination to initiate aggressive economic action in behalf of inside groups which do not themselves show any aggressiveness or readiness to fight in their own behalf.

This general issue has given rise to some controversy and criticism both inside and outside the Union. The charge is sometimes heard that the Union neglects or even exploits the inside workers for the benefit of the drivers. The contention is that in return for substantial adjustments for the drivers, the Union leadership is "reasonable" in its demands in behalf of the inside workers. To such criticisms the Union leadership replies: (1) Teamsters Union money and manpower organized the inside workers. If it were not for the drivers the inside workers would still be unorganized; (2) Substantial wage increases and improvements in working conditions were a direct and immediate result of organization by the Teamsters; (3) Wage rates for inside workers under the Union's agreements on the Pacific Coast compare favorably with rates for comparable

³⁰ See Clark Kerr, "Collective Bargaining on the Pacific Coast," *Monthly Labor Review*, 64 (April, 1947), 670.

jobs in that area or anywhere else in the country; because of the Union's strength these have been achieved largely without costly strikes; (4) The economic power of the Teamsters gives the inside workers a degree of strength and security which they could never achieve by themselves; (5) The Union has established the same fringe benefits for the inside workers as for the drivers, including the health and welfare plan; (6) If strike action ever becomes necessary, the power of the inside workers is much greater by virtue of the support of the drivers; (7) The Joint Council and the International Union have rarely refused to grant strike authorization where the inside workers were really prepared to strike, and where the demands were not grossly out of line with the industry and area wage structures or the ability of the industry to pay.

The following general conclusions are tentatively suggested regarding differentials between drivers and inside workers under the Union's jurisdiction:

1) The differentials tend to be larger than would prevail in an unorganized labor market.

2) The differentials are smaller than they would be if the inside workers were unorganized.

3) The differentials would probably not be smaller and might well be somewhat larger if the inside workers were organized in unions completely independent of the Teamsters, since the basic structure of bargaining power would not be significantly changed.

4) Generally speaking, the wage rates of inside workers (automotive service, cannery workers, food processing, laundry workers, warehousemen, and others) appear to be higher on the West Coast than in other regions, while employment conditions are better.³¹

5) This issue does not appear to give rise to any serious problem of factionalism or general membership dissatisfaction within the Union.

³¹ Comparative data on wage rates and employment conditions are scanty. However, the BLS covers power laundries and certain relevant classifications in automotive repair and service establishments ("greaser" and "washer") in its regular surveys. Warehousing classifications were covered in the 40 *Labor Markets* survey cited as the source of Table 3. For canning, see *Wage Structure, Canning, 1948*, U. S. Bureau of Labor Statistics, series 2, no. 72 (Washington: 1948). The Teamsters Western Cannery Council also conducted a national wage survey of the industry for the 1951 season which showed the three Pacific Coast states paying even higher differentials over the other states than were shown in the BLS survey for the 1948

Fringe Benefits

In the postwar period the Teamsters have been among the leaders of the major unions on the West Coast in raising the level of fringe benefits. This has been particularly true of vacation provisions and health and welfare provisions. On vacations for plant workers (*i.e.*, nonoffice workers) the Teamsters were among the leaders in reducing the qualifying period for two weeks vacation from five years to three years and, in several industries, to two years. In a few industries, for example the brewing industry, production workers presently receive two weeks vacation after one year of service. Likewise the Teamsters Union was one of the leaders in establishing the practice of three-week vacations for plant workers. The practice of granting three-week vacations to plant workers after any period of service was uncommon on the West Coast before 1952, particularly in the Northwest (Oregon and Washington). But in the summer of 1952 the Teamsters negotiated provisions for three weeks vacation in numerous agreements covering entire industries such as fluid milk and wholesale distribution over a considerable area. These cases were finally referred to the National Wage Stabilization Board where they were approved late in 1952. From that time forward, three weeks vacation after 15 years of service was accepted as prevailing practice throughout the Northwest for purposes of wage stabilization. The Teamsters were thus largely responsible for introducing a new level of vacation practice in the Northwest.

Likewise, the Teamsters Union was one of the first of the major unions on the West Coast to negotiate employer-financed health and welfare plans on a large scale in the postwar period. By June 1, 1953, an estimated 180,000 members plus 414,000 dependents were covered. Although the health and welfare program was never formally centralized in structure or administration above the Joint Council level, a high degree of uniformity throughout the Western States was achieved through the consultation and assistance to local unions by the Statistical and Legal Divisions of the Western Conference of Teamsters and the establishment of a

season; for example, the average hourly basic wage rate for men was: California, \$1.34; Washington, \$1.225; Oregon, \$1.18; Idaho, \$1.055; three other states between \$.90 and \$.985; and all the remaining states less than \$.90.

Western Conference committee in 1950 to examine and review new plans being negotiated by local unions.³³

In form, the Teamsters Security Plan, as it is called, is entirely employer-financed, controlled by a joint Union-management trusteeship, carried by a regular insurance company, and administered directly by the Union with respect to claims and settlements. In most cases, the plan was originally established on the basis of a monthly contribution of \$8.65 to \$10.40 per employee (approximately five cents to six cents per hour on the basis of full-time employment). In many cases this contribution has later been slightly increased as actuarially required to maintain the original schedule of benefits. Benefits typically include a schedule of coverage for death, accidental death, and dismemberment, accident and sickness, hospitalization, surgery, medical treatment, laboratory fees, additional accident expense, and poliomyelitis. Dependents are provided coverage, including maternity, usually on a somewhat reduced schedule of hospital and medical benefits. Direct administration of claims and settlements is a matter of studied policy on the part of the Union. The aim is to have the membership identify the plan and the benefits with the Union rather than with the employer.

In any attempt to explain the Teamsters' emphasis on fringe benefits during this period, the following factors are probably significant:

1) Recognition by the Union leadership that it will be increasingly difficult in the future to move money wage rates upward in relation to the general wage structure on the West Coast, hence more attention to employment conditions and fringe benefits.

2) A belief that fringe benefits are less likely to be reduced than wage rates in a period of deflation.

3) A judgment by the leadership that longer vacations and the protection of the health and welfare plan are more valuable to the membership than the equivalent increase in money wage rates.

4) A judgment by the leadership that in long-run terms, the health and welfare plan will contribute more to membership loyalty and union solidarity than an equivalent wage increase.

The other general aspect of the Union's policy on fringe benefits which should be noted here is the strong pressure to establish

³³ *Proceedings, Western Conference of Teamsters, 1950*, pp. 122, 137-138, 141.

uniform patterns of fringe benefits, particularly for holidays, vacations, and the health and welfare plans, throughout its jurisdiction for all industries and job classifications. This policy, which is somewhat in contrast to the general policy on money wage rates, as discussed above, appears to have stemmed primarily from the leadership, particularly with respect to the health and welfare program. It seems to be explained largely by administrative considerations, which create pressures for uniformity, particularly where the Union is the administrative agency.

Adherence to Contract

... I wish to drive home this fact: no man can be honorable, or attain merited standing among his fellow men, except that his word is his bond—once given never break it! Once you sign a contract, observe it to the letter, even though it prove to be a bad bargain.³³

This doctrine, in the tradition of John Mitchell, has been not only the spoken principle but the generally applied practice of the Teamsters Union on the West Coast, particularly since 1937.³⁴ The policy is in accord with the laws and the general tradition of the International Union, but it has become especially a hallmark of Dave Beck. It is apparently in part a reflection of a strongly held personal conviction on the part of Beck on both moral and pragmatic grounds. But more fundamentally, it is an expression of the kind of union attitude which tends to come with recognition and security, and a considerable degree of economic power in relation to the employers in a particular industry. It is also indicative of the thorough acceptance by and integration of the Union into an economic and social system built on contract. This policy also

³³ Dave Beck in *Proceedings, Western Conference of Teamsters*, 1946, p. 30.

³⁴ Particularly in San Francisco and Oakland. The local organizations of Teamsters often joined in support of the International Longshoremen's Association and other unions in the major disputes during 1934-1937, including the general strike of 1934, despite contractual obligations. Senior leaders, such as Mike Casey, usually opposed sympathy strikes and the general strike, but did not take drastic action against the local unions when they disregarded advice and gave union solidarity priority over contract observance. After 1936, however, when Dave Beck became the key International Representative on the West Coast, an increasingly firm discipline was established on contract observance despite some resistance from local unions in the Bay Area. A detailed account of this problem as it affected the Teamsters' organizations in San Francisco and the Bay Area is furnished in Robert Robinson, *A History of the Teamsters in the San Francisco Bay Area, 1850-1950* (Ph.D. dissertation, University of California, 1950).

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serves to provide a consistent solution to the chronic problem of the sympathy strike which plagues the Teamsters Union on every hand.

The principle of adherence to contract occasionally runs into direct conflict with another fundamental trade union principle or value—union solidarity. This conflict of principles arises when the Teamsters are confronted by the picket line of another union engaged in a *bona fide* dispute with an employer with whom the Teamsters have a valid contract. Generally speaking, unless the Teamsters are consulted in advance and agree to respect such picket line, the sanctity of contract will prevail over the principle of union solidarity. Teamster attitudes and policy in this situation are expressed in the following statement which appeared as a front page editorial in the union paper in a strike situation:

This is the position of the Teamsters Union with respect to the present strike of the Mechanics Union against the Seattle auto dealers' shops:

We have an agreement with these dealers, covering wages, hours of employment and working conditions. This agreement is the result of negotiations between our Union officers and the employers affected. It was accepted and approved by the membership.

It is the basic policy of our International Union, as well as the policy of our Joint Council in this State, and of the Western Conference of Teamsters, to live up to all agreements. We do not make contracts lightly, merely to violate them. We believe our pledged word is binding upon us, as honorable men and women.

This is a sound, reasonable, decent American policy.

We insist upon our right to determine our own course of action. We will never permit officials of other Unions to do this for us. We wish to point out, however, that in any case, a picket line, to be worthy of recognition by Union Teamsters, must first be established by following the entire procedure set forth in the rules and laws of the American Federation of Labor.

This orderly AFL procedure requires that a committee of the Central Labor Council shall investigate the dispute, weigh the causes carefully, and shall only give its sanction to a strike and picket line after vigorous and sincere efforts have failed to produce a peaceful settlement, and after all Unions which might be affected have been given a fair opportunity to be heard. That, too, is the American way. . . .

Let there be no misunderstanding with anyone in Seattle, be he in business, labor, or political life: when the Teamsters Union signs an agreement, it does so with the sincere intent to carry out the terms in

full, if it has the resources and the strength to do so. We believe this should be the policy of all Labor.⁸⁵

The practice and reputation of responsibility and strict observance of contract has undoubtedly been of considerable assistance to the Teamsters in their organizing efforts. The leadership has traded effectively on its reliability in attempting to organize new firms or new industries. Informal expression of employer opinion, and the record of employer conduct indicate, for example, that this reputation helped to give the Teamsters a considerable edge over the International Longshoremen's and Warehousemen's Union in the great organizing contest starting in 1936. In 1937, for instance, the department stores in Seattle, apparently apprehensive about possible organization of their employees by the CIO invited the Teamsters Union to organize their employees.⁸⁶ This general policy has continued to win the respect of employers, but as applied in some strike situations, it has brought sharp criticism from other unions and on occasion some division of opinion within the Teamsters Union.⁸⁷

Strike Policies

The salient aspects of the Teamsters' strike policy might be briefly enumerated as follows:

- a) Strikes about strictly economic issues (wages, hours, and the like) are extremely rare.⁸⁸
- b) Strikes are more frequent about political issues (recognition, union security, jurisdiction, contract violation, and the like).
- c) Strikes by local unions are firmly controlled at two levels, the Joint Council and the International Union.

⁸⁵ *Washington Teamster*, October 10, 1947, p. 1.

⁸⁶ Based on interviews with union officers who participated in the organizational work in the late thirties. After clearance with the Retail Clerks International Association (AFL), which did not have funds or staff available at that time to undertake the job, the Teamsters assigned organizers from local organizations. Department-store employees were not taken into the Teamsters Union, however, but were affiliated with the various international unions having jurisdiction, such as the Retail Clerks International Association and the Building Service Employees International Union.

⁸⁷ See section "Relations with Other Unions," below.

⁸⁸ This refers primarily to disputes over a major agreement affecting a significant segment of an industry. Strikes against independent "mavericks" who occasionally refuse to go along with the industry pattern occur more frequently, but even these are rare, due to the Union's reputation for winning this type of dispute without compromise.

- d) Top leadership in the Union discourages use of the strike except in extreme circumstances.
- e) Sympathy strikes and general strikes are virtually outlawed.

Some political issues, such as union recognition or the union shop, are not susceptible to compromise. On such issues the Union has used the strike, the picket line, and the boycott often, aggressively, and sometimes violently, particularly in the organizing period of the middle and late 1930's. But once an industry has granted recognition and contractual union security, strikes rarely occur over purely economic disputes. Many industry groups have never had a strike called by the Teamsters since recognition was granted. In Seattle, for example, there has not been a strike in the dairy industry as a unit since 1916;³⁹ there has been no strike called by the Teamsters affecting the Seattle Bakers Bureau since it was organized late in 1933;⁴⁰ in the laundry and dry cleaning industry there has been no strike of inside workers or drivers since the general recognition strike by the inside workers in 1932;⁴¹ in wholesale distribution, there has been no strike involving the Seattle Distributors Association (the leading employer association in the distributive field) since it was organized in 1944;⁴² there have been virtually no strikes reported in local trucking or over-the-road auto freight in the Northwest in the past fifteen years; and so on.

This strike record and strike policy is largely to be explained in terms of four factors. First, the employers recognize and respect the striking power of the Union; hence they are eager to negotiate a peaceful settlement. Second, the fact that the Teamsters will impose equivalent wage increases in the entire industry relieves the internal competitive problem. Third, the Teamsters will usually not make demands that are actually beyond the ability of the industry to pay; the Union may insist on proof, but its leaders will respect good evidence if it is produced. Fourth, the Union tends to take an economically rational approach in compromising small differences remaining in dispute. If no important political issues

³⁹ Information from Eric Ratcliffe, secretary-treasurer and long-time member of Local 66.

⁴⁰ Information from Harry Alford, manager of the Seattle Bakers Bureau.

⁴¹ Information from Ray Nicholson, International Vice-President, Laundry Workers International Union (AFL); and V. V. Alexandroff, acting secretary-treasurer, Local 566.

⁴² Information from Dean Ballard, manager of the Seattle Distributors Association since its inception.

or implications are at stake, the Union leadership will usually discourage the membership from striking, especially when the amount of increase remaining in dispute is so small as to make even a short strike result in a net wage loss over the period of the contract.

The emphasis of the Teamsters' leadership is on the art of negotiating the best possible agreement without resorting to use of the strike, while always reserving the right to strike. The principle applies with particular emphasis to general strikes.

... We must not engage in general strikes. Public opinion will not support general strikes. I have said before—and I repeat again: a general strike is revolution . . . We will destroy our Unions and ourselves, if we lack the guts or the honor to stand up and declare that we must be honorable men if it costs us everything we have, including our own lives, we cannot be a party to such action.⁴³

Underlying the general conservatism of the Teamsters' strike policy appears to be the judgment that the most effective way to conserve private economic power is to use it sparingly, particularly in the visible and disruptive form of the picket line. The functions performed by members of the Teamsters Union frequently result in almost immediate and conspicuous interruption of the flow of important consumer goods and services in the event of a major strike. The very strength of the Union tends therefore to be in a sense self-inhibiting.

The Union leadership perhaps operates also on the assumption that in relation to the employers, the impression of overwhelming union power may be most effectively perpetuated by giving relatively rare but thoroughly convincing demonstrations.

Besides, the Union does not consider itself the invincible economic juggernaut which outside observers and commentators sometimes see it to be. The Union is keenly aware of the limitations of its strength and of the intrinsically superior position of the employers in any prolonged test. A major strike is a straining experience for any trade union, and the Teamsters, despite their strength, are not immune from such strains.

The operational implications of the foregoing considerations were concisely summed up in a simple dictum often attributed to Michael Casey, the famous Teamster leader in California until his death in 1937. "Bloody Mike's" frequent admonition, in a rich

⁴³ Dave Beck in *Proceedings, Western Conference of Teamsters*, 1950, p. 20.

Irish accent, was: "Don't tist yer strength!" Today, Dave Beck voices the same basic attitude:

No intelligent secretary or business representative wants a strike if he can avoid it. Those who are trigger-happy and want to test their strength by picket line action and strikes, will be supplanted during the normal progress of the Labor Movement."

Stabilizing Competitive Industries

Cut-throat price competition, with its depressing effects upon wages and employment conditions, has been a ubiquitous problem in many industries in which the Teamsters Union holds jurisdiction over some segment of the employees. Particularly in such industries as automotive service, laundry and dry cleaning, and baking, the problem has tended to be acute under unregulated market conditions. Such industries are composed of large numbers of small enterprises; capital requirements are low, and entry of new firms is relatively easy. The proprietors and members of their families comprise most or all of the labor force in many of the small firms. Given the American aspiration for self-employment, the tendency is toward excess capacity, that is, more enterprises than can profitably operate. And given the individualism and independence of the American small businessman, the further result is a tendency toward severe competition in prices or quality of service, or both, which in turn tends to result in severely depressed conditions of employment.

In both over-the-road and local trucking, for example, in the absence of regulation the competition is severe and destructive, particularly in a depressed market. The small owner-operator or "gypsy" needs only enough capital to make a down payment on a truck and is free to offer his services at whatever rates he may be willing to accept. In order to protect his equity in his truck he tends, under competitive pressures, to progressively lower his rates until he is taking a bare subsistence for his own wages and is providing inadequate reserves for repairs, maintenance, or replacement. He works long hours, attempts to do his own repair work, often disregards health and safety requirements and load restrictions. He is difficult to organize into trade associations for purposes of self-regulation of rates and standards; and he is likewise difficult

"Ibid., p. 198.

to organize into a trade union. He often loses his truck through inability to maintain payments; or when it wears out he has no funds accumulated for another. But there are always new hopefuls to replace him, especially in a period of considerable unemployment (as in the thirties), when an attempt to create self-employment appears to be the only alternative to no employment whatever. Unless regulated in some manner, the small owner-operator constitutes a menace to employment conditions, standards, and in fact to the stability of the entire industry.

A similar situation exists in the dry-cleaning industry, to cite another example. Virtually no capital is required to set up a press shop. The work is sent out to a wholesale plant for cleaning and then returned to be pressed and finished by the shop operator. Here too, the tendency is toward the establishment of an excessive number of shops and severe price competition, particularly in a shrinking market. With low fixed costs and a family labor force, the small shops can operate for a considerable period on very narrow margins. Once price cutting begins it spreads rapidly and tends to become retaliatory and progressively more severe. Thus in Seattle in the price wars of the early thirties, the price of cleaning and pressing a man's suit fell from \$1.50 in 1929 to as low as 19 cents in 1931 and 1932. A price of 39 cents was common in that period.⁴⁵ Unless regulated in some manner, such competition drastically undercuts and depresses the wages and employment conditions of all employees in the industry.

Such problems are of course not peculiar to these industries, nor are they peculiar to the Teamsters Union. But the Union confronts these problems in a particularly intense form in industries such as those mentioned. In such circumstances, some mitigation or control of competition is a necessary prerequisite to any substantial improvements in wages or employment conditions. The Union therefore has no choice but to attempt to limit and regulate competition in any feasible way among the firms in a given industry. The three most important ways in which such regulation has been achieved in some degree are: (a) public regulation of common and contract carriers in the trucking industry, (b) rigorous standardization of wage rates among competing firms in a given

⁴⁵ Information from V. V. Alexandroff, acting secretary-treasurer, Drivers Local 566, Seattle, Washington.

industry in a given area, and (c) an increasing degree of industry self-regulation through the development of strong employer and trade associations in such industries as baking, laundry, and fluid milk.

Public Regulation

In 1935, the passage of the Motor Carrier Act extended the authority of the Interstate Commerce Commission to include regulation of interstate motor carriers, including common and contract motor freight carriers. Before and after that time the various states enacted statutes providing for similar public regulation of intrastate common and contract carriers. Three aspects of the ensuing policies and restrictions have greatly reduced the intensity of competition in the industry:

a) Restriction upon entry. In order to enter the industry as a common carrier, a new firm must demonstrate to the satisfaction of the Commission that such firm is "fit, willing and able to properly perform the service proposed" and that such service "is or will be required by the present or future public convenience or necessity." Applicants for contract-carrier rights must show that the proposed service is "consistent with the public interest." If a certificate or permit is issued, it confers rights which are limited in terms of geographic areas, routes, types of commodities.

b) Prescription of minimum rates. The ICC after 1938 prescribed minimum tariffs which may not be legally reduced by a carrier without prior ICC approval, regardless of the tariff schedule which that carrier may have filed with the Commission.

c) Safety requirements. Restrictions are placed on hours of work, a certificate of physical health is required for drivers, and various safety requirements are imposed with respect to equipment.

The development of such regulations solved many problems of unrestricted competition which otherwise would have hampered the Union in its efforts to organize the employees in the industry and to negotiate collective bargaining agreements. Some organizing problems still remain on the West Coast, mostly centering on owner-operators and "gypsies" outside the major cities. But the primary focus of attention has become the regulatory agencies, and legislative measures affecting those agencies. The Union has

been active in supporting the general interests of the industry as well as the Union's immediate interests before state and federal legislatures and regulatory commissions. The reason for this attitude is in part that the motor freight industry has been largely composed of small firms and rather poorly organized as an industry, hence not always well prepared to represent itself.

The Union has an immediate and central interest in regulatory policies as they affect rate increases required to cover the added costs of negotiated wage increases. It likewise has a strong interest in effective enforcement which will protect established carriers from unfair competition. It is also particularly interested in the policies governing issuance of new certificates and permits. The Union, often in cooperation with representatives of the industry, works aggressively through political and legislative channels to achieve some voice and influence in the development of regulatory policies. A logical culmination of such interest and activities occurred in the State of Washington in 1945. Paul Revelle, formerly a staff member of Teamsters Joint Council 28, was appointed Director of the Department of Transportation (the state agency responsible for supervising and regulating intrastate common and contract carriers) following the victory of a new state administration which had been vigorously supported by the Teamsters Union.⁴⁶ The Union has not been as successful in its efforts to influence appointments to the federal Interstate Commerce Commission.

With public regulation established, the Union often seeks to gain through the regulatory agencies what otherwise it might be forced to seek, probably less successfully, through direct economic action. The problem of truck leasing affords a good example. This problem arises from the practice of a certificated common carrier operating in part or perhaps entirely with equipment owned by others, usually small owner-operators. This system has certain advantages to some operating carriers. But it also tends to produce consequences among the small owner-operators analogous to those flowing from the contracting system in the garment industry, to

⁴⁶ In 1949, with a change in administration, the structure of the agency changed back to a three-man Washington Public Service Commission and new personnel were appointed. See *Second Report of the Washington Public Service Commission* (Olympia: October, 1952), pp. 5, 6.

use a familiar example, particularly when the leasing arrangements are on a short-term or single-trip basis as is often the case.

The carrier leasing the equipment does not assume the responsibilities of an employer. The lessor-operator is on his own. The tendency is to evade ICC requirements, to ignore safety and health considerations, and generally to undercut the carrier operating its own equipment and employing its own operating personnel. In any case, the system tends to produce an industry manned by small competing independent owner-operators rather than an industry of established firms employing their own drivers and operating their own equipment. This tendency, the Union insists, is undesirable not only for the Union but for the whole industry. It has long been the Union's contention that this is the major loophole which has allowed the destructive "gypsy" competition to develop among regulated common carriers.

Where the Union is powerfully established, as in the Northwest, the problem is handled in a manner similar to that in the garment industry. A typical collective bargaining agreement provides that "Drivers on equipment leased by First Parties (the Motor Carriers) shall be employees of First Parties and governed by this agreement." In other words, the carrier becomes responsible for the employment conditions maintained by the contractor or lessor. But even with this provision, enforcement is often difficult. The Union has therefore pressed the ICC for a number of years to issue regulations governing truck leasing, particularly trip leasing. The main proposal of the Teamsters Union is that leasing be confined to the equipment of authorized carriers, that is, carriers certificated by the ICC. Thus an established carrier could lease equipment but only from another certified carrier. This eliminates the "gypsy" and strengthens ICC control. Spokesmen for many carriers have opposed such regulation. Finally, following hearings beginning in 1948, the ICC issued regulations governing truck leasing and forbidding leasing for less than 30 days. Various trucking companies in different parts of the country challenged the regulations in the federal courts on constitutional grounds and finally carried a group of key cases to the U. S. Supreme Court. The Teamsters Union intervened in the appeal, presenting a major brief and oral argument before the Supreme Court which on January 12, 1953,

affirmed the decision of the lower courts that the ICC was properly empowered to regulate truck leasing, thus validating the regulations which had already been promulgated."

This case not only marks a significant development in the regulation of motor freight carriers, it provides an excellent illustration of the added dimensions, scope, and techniques of the collective bargaining process that evolve for the Union and the industry with the development of public regulation.

The current major objective of the Teamsters Union and the organized trucking industry at the national level, is the establishment of a separate federal Motor Transport Commission to regulate motor carriers. A joint Union-industry delegation with Dave Beck acting as spokesman called on President Eisenhower at the White House to urge the creation of such a commission. The reasons for desiring a separate commission are perhaps best indicated in Dave Beck's own words:

We feel as if we are orphans in this industry. We are the only major transportation industry in America without its own regulatory body. The railroads have the Interstate Commerce Commission. The airlines have the Civil Aeronautics Board, and ships have the Maritime Board. Yet our industry must be regulated by the railroad-dominated Interstate Commerce Commission. We have pleaded for years for the appointment of someone on the ICC who comes from the industry and who knows trucking, but our efforts have been in vain.⁴⁸

RELATIONS WITH OTHER UNIONS

Relationships between the Teamsters and other unions have been chronically difficult and frequently strained. Probably no major union operates within a more diverse and complex structure of interunion relationships. Most unions on the West Coast have directly or indirectly been the beneficiaries of the organizing power and collective bargaining strength of the Teamsters Union, which has served as the spearhead and pattern setter in extending union organization and collective bargaining into new geographic areas and into unorganized or poorly organized industries. Some intrinsically weak unions, particularly in the trade and service industries, are of necessity largely dependent on the Teamsters for

⁴⁷ See *International Teamster*, vol. 50 (February, 1953), for a summary of the Union's position.

⁴⁸ *International Teamster*, 50 (March, 1953), 2-3.

effective bargaining strength. At the same time, interunion conflicts have been numerous and severe. Some of the most sweeping use of economic power by the Teamsters Union on the West Coast during the past 20 years has occurred in connection with interunion disputes. And some of the more serious strains and conflicts within the Teamsters' organization have developed around the policies and tactics adopted in relationships with other unions. Severe criticisms of the Teamsters, especially the top leadership, have repeatedly been expressed by the members and leaders of many other unions in this connection. On the other hand, in the past the Teamsters have usually had the official support and approval of the AFL Executive Council in any major jurisdictional dispute with another union. In any case, this general issue has been and continues to be one of the most controversial and most frequently discussed aspects of Teamsters Union behavior. At the moment of writing (early 1956) the Teamsters are being widely regarded by press and journal writers as the key to the success or failure of the newly merged AFL-CIO.

Three of the most noteworthy disputes on the West Coast over the past twenty years affecting the Teamsters have been those with the International Brewery Workers Union, the International Longshoremen's Association, Pacific Coast District (and later the International Longshoremen's and Warehousemen's Union), and the International Association of Machinists. A brief discussion of these three cases provides an interesting empirical basis for an analysis of the jurisdictional attitudes, policies, and tactics of the Teamsters Union and a great many other American unions as well. In the subsequent analytical discussion, following presentation of the three cases, reference will also be made to a fourth noteworthy dispute between the Teamsters and the Retail Clerks International Association, which cannot be presented in detail in this study owing to lack of space.

International Brewery Workers Union⁴⁰

The dispute between the Brewery Workers Union and the Teamsters is not only one of the most bitter but probably the most

⁴⁰ The Brewery Workers Union was first organized as a national union in August 1886. In 1887 it organized itself on an all-inclusive industrial basis under the title National Union of United Brewery Workmen of the United States. In later years

prolonged jurisdictional conflict in the history of American trade unionism. It constitutes a classic case and reveals much concerning the *mores* and attitudes of American trade unions.

Organized on an inclusive industrial basis, the Brewery Workers Union was challenged on jurisdictional grounds as early as 1900 by various craft unions, including the Coopers, Stationary Engineers, Firemen, and Teamsters. From that time on, the conflict continued spasmodically, with the Teamsters leading the protesting craft unions after 1904, and the Brewery Workers uncompromisingly refusing to surrender jurisdiction over any work performed by brewery employees. In 1906 a resolution was passed by the AFL convention to compel the Brewery Workers to surrender firemen, engineers, coopers and teamsters to their respective craft unions within 90 days. The Brewery Workers flatly refused to comply with the AFL decision. The two unions were now in open conflict, occasionally "scabbing" on each other in strike situations and in other instances apparently competing in various ways for the favor of the employers. The Brewery Workers were usually in better position to apply pressure on the employers because they controlled the inside employees. In the face of continued and open disregard by the Brewery Workers of the official decision by the AFL Convention in 1906, the AFL Executive Council in 1907 revoked the international charter of the union. However, this drastic action against a successful union which had been an affiliate of the AFL since 1887 brought widespread protest from various quarters within the AFL; the Executive Council restored the charter of the Brewery Workers in 1908. The Teamsters continued to protest the "outlaw" behavior of the Brewery Workers and the competitive struggle between the two unions continued. In 1913, the AFL Executive Council again gave formal consideration to the matter. This time the official decision

the title was again changed to International Union of the United Brewery, Flour, Cereal, and Soft Drink Workers of America. It was affiliated with the AFL from 1887 until suspended in 1941. It affiliated with the CIO in 1946. See Selig Perlman and Philip Taft, *History of Labor in the United States, 1896-1932* (New York: Macmillan Company, 1935) pp. 363-365, for a concise summary of this dispute during the period prior to 1913. A detailed discussion of the dispute on a national basis is provided in Robert S. Bowers, *The International Brotherhood of Teamsters and a Theory of Jurisdiction* (Ph.D. dissertation, University of Wisconsin, 1951). The following account is based largely on these two sources for the period prior to 1933.

was something of a compromise, but on balance favorable to the Brewery Workers. Brewery drivers were assigned to the Brewery Workers Union and the whiskey, mineral water, soda water, and all other non-beer drivers to the Teamsters. This was the official status of the dispute when in 1918 the general prohibition of manufacture and sale of alcoholic beverages virtually eliminated the issue so far as breweries were concerned.

By the end of 1932, repeal or substantial modification of Prohibition was generally anticipated. One result was that the old controversy between the Brewery Workers and the various craft unions was renewed with vigor.⁵⁰

It was at this point that the Teamsters in the Northwest, under the leadership of Dave Beck, assumed the most aggressive role if not outright leadership in the fight against the Brewery Workers. By early 1933 the Northwest Teamsters had already moved to safeguard their interests in the prospective revival of the brewing industry; they unequivocally laid claim to all brewery drivers and initiated a request to the AFL Executive Council for determination of their claim to these drivers.⁵¹ In April 1933 the Executive Council issued a decision awarding the engineers, firemen, and drivers to their respective craft unions and notified all affiliated bodies to enforce this award immediately. When Brewery Workers flatly refused to comply, the Teamsters proceeded to organize brewery drivers. The Brewery Workers local unions continued to resist and were unseated by the Seattle Central Labor Council in June 1933, and by the Washington State Federation of Labor in July 1933.⁵² The various AFL organizations in the Northwest lined up solidly in support of the Teamsters and the other craft unions interested in the brewing industry.

In October the AFL Convention officially affirmed the jurisdictional award made in April by the Executive Council. During

⁵⁰ The balance of power among the unions involved had shifted in the interim. The Brewery Workers Union had disintegrated to a considerable extent during the prohibition era, with a decline in reported membership from 52,000 in 1914 to 16,000 in 1932, whereas the Teamsters had grown from 51,100 to 82,000 in the same period. The Teamsters now possessed not only increased internal strength and resources but enjoyed a much more powerful role in the councils of the AFL. See Lewis Lorwin, *The American Federation of Labor* (Washington: The Brookings Institution, 1933), pp. 478-481, for membership data.

⁵¹ At this point, President Tobin of the Teamsters declared the 1915 agreement with the Brewery Workers to have been terminated and no longer in effect.

⁵² *Washington State Labor News*, June 16 and July 21, 1933.

the next three or four months, the Teamsters negotiated a formal collective bargaining agreement with some 27 breweries and distributing companies, which organized as the Pacific Northwest Brewers Association in the four Northwest states, whereby these employers specifically agreed to recognize the official jurisdictional awards of the AFL.⁵³ This covered the bulk of the industry.

The Brewery Workers Union, however, continued to refuse to accept the legitimacy of the Teamsters' jurisdictional claim to the drivers, and in October 1933 initiated strike action against the Hemrick Brewing Company of Seattle to force that company to reverse its recent decision to recognize the Teamsters' jurisdiction over the drivers.⁵⁴ This left the Teamsters the alternatives of surrendering their claims to the drivers or supplying inside workers; otherwise the employer would be severely penalized. The Teamsters supplied inside workers. Pressure was then increasingly applied against the few breweries which refused the Teamsters' claim to the brewery drivers. The Brewery Workers local unions retaliated in kind, and also obtained several court injunctions against performance of the contracts between the Brewers Association and the Teamsters. In Vancouver, Washington, and Portland, Oregon, Teamsters were subsequently jailed for contempt of court in connection with violation of such injunctions.⁵⁵

The struggle reached its bitter climax in the Northwest in the dispute that centered on the Northwest Brewing Company operated by Peter Marinoff, with operations in Tacoma, Seattle, Walla Walla, and elsewhere in the Northwest.⁵⁶ Marinoff had originally signed an agreement with the Teamsters in 1933. Upon the termination of that agreement in September 1934 a dispute occurred over the terms of a new agreement, and the Teamsters struck. Thereupon Marinoff employed members of the Brewery Workers Union to replace the striking Teamsters. Violence flared in Seattle early in September when four truck drivers, members of the Brewery Workers Union, were dragged from their trucks by a

⁵³ *Ibid.*, January 26, 1934. The Brewery Workers' jurisdiction over inside workers was protected in this agreement.

⁵⁴ *Ibid.*, October 23, 1933.

⁵⁵ *Ibid.*, February 1, 1935.

⁵⁶ The following account is drawn primarily from the *Washington State Labor News* which reported voluminously on the dispute from September 1934 through May 1935, and from the *Seattle Daily Times* for the same period.

group of Teamster pickets near the Northwest Brewing Company plant and beaten with lead pipes and bricks, in violation of a restraining order which already had been issued. Windows were smashed and other property damage inflicted at two taverns and a restaurant which accepted delivery of Marinoff beer.⁵⁷ Marinoff thereupon filed suit for \$200,000 damages against the Teamsters and the Northwest Brewers Association, including in his complaint the charge that the strike was called because his company had refused to raise the price of beer.⁵⁸ Thereafter the Marinoff beer trucks operated under the protection of private armed guards. The Northwest Brewing Company was placed on an "unfair list" by the Washington State Federation of Labor, the Seattle Central Labor Council, and the central bodies in other cities.

A short time thereafter an agreement was reached with the Northwest Brewing Company wherein Teamster jurisdiction was recognized for drivers, loaders, and related categories, and which further stipulated that, if the International Brewery Workers Union failed to agree to abide by the AFL jurisdictional decision before the end of the calendar year 1934, then the Teamsters were to be recognized as bargaining representative for all workers inside or outside, excepting those coming under the jurisdiction of other crafts pursuant to the AFL award. Marinoff also agreed to ask for dismissal of the pending petition for injunction against the Teamsters (the temporary restraining order had already been issued) and to withdraw the damage suits which had been instituted. He further agreed to discontinue using the Brewery Workers Union label on his products.⁵⁹

In May 1935 the Teamsters again struck the Northwest Brewing Company, alleging repeated violations of contract, including failure to pay overtime as provided in the contract and failure to adjust claims for back pay. But the event which appeared to be primarily responsible for the strike occurred on April 30, ". . . when Portland Teamsters found a Marinoff truck attempting to smuggle

⁵⁷ *Seattle Daily Times*, September 8, 1934.

⁵⁸ Almost simultaneously Marinoff was charged by the regional office of the National Recovery Administration of violations of the NRA Code for the industry, including the sale of beer substantially under posted prices and granting illegal rebates to customers. *Seattle Times*, September 14, 1934. See also Carl G. Westine, *The Seattle Teamsters* (M.A. dissertation, University of Washington, 1947), chapter III.

⁵⁹ *Washington State Labor News*, September 28, 1934.

a load of beer through picket lines into Vancouver and Clark County, Washington where due to labor trouble Teamsters are at present refusing to make deliveries of beer. . . . The truck was manned by members of the AFL-defying Brewery Workers Union in violation of the contract by which Marinoff had agreed to employ none but members of the International Brotherhood of Teamsters as drivers on his trucks."⁶⁰ Teamster pickets were immediately established at all Marinoff breweries and distribution points. The coöperation and assistance of restaurant, tavern, and beverage store employees and operators was solicited.⁶¹ Marinoff attempted to continue to operate his trucks, driven by Brewery Workers Union members, under protection of armed guards. During the first week of the strike in Seattle, Silver Vitro, a Teamster member, was shot in the leg while peacefully picketing, by one Harold Ehelers, alleged to be a professional strikebreaker employed by Marinoff as an armed guard without permit or authorization from the Sheriff's office.⁶² The Washington State Federation officially endorsed the Teamsters' strike against Marinoff and placed Marinoff and Gambrinus beer on the "unfair list." Marinoff thereupon closed his plant in Seattle and removed his trucks from the city under police guard. His main operations thereafter were at the Tacoma plant.

The picketing technique adopted by the Teamsters was one whereby a carload of pickets would follow any Marinoff truck leaving the brewery in Tacoma until it reached its destination and attempted to unload its product. The pickets would then try to dissuade the prospective customer from accepting the "unfair" beer. Marinoff's defense against this technique was to have one or more carloads of armed guards convoy the truck. Firearms, tear gas, and "knockout" gas bombs were in the possession of the conveying guards and were on occasion used against the pickets, who were instructed not to carry firearms. The drivers of the trucks were members of the Brewery Workers Union. On the night of May 24, 1935, on a downtown street in Tacoma, Washington, a group of pickets were fired upon from a rented automobile containing four men who later were proved to be gunmen hired by Marinoff. One of the pickets, William H. Usitallo, was shot in the

⁶⁰ *Ibid.*, May 3, 1935.

⁶¹ *Loc. cit.*

⁶² *Ibid.*, May 10, 1935.

head and died almost immediately. The four men involved in the fatal shooting were apprehended within a few hours. The prosecuting attorney for Pierce County immediately filed second degree murder charges against Peter Marinoff and the four hired gunmen with bond set at \$10,000.⁸⁸

A short time subsequent to the fatal shooting of Usitallo, it was revealed⁸⁹ that the Brewery Workers Union had earlier agreed to advance \$150,000, and had already advanced some portion of these funds, to Peter Marinoff, secured by a mortgage on his properties, in order to keep the brewery in operation. In the eyes of the Teamsters, the effect of this disclosure was to identify the Brewery Workers Union even more closely with the murder, and the violent anti-Teamsters Union policies of the Northwest Brewing Company.

Following these dramatic developments, the sentiment of the AFL-affiliated unions in the Northwest crystallized into unqualified hostility and condemnation of the course of action pursued by the Brewery Workers. The latter union, however, did not modify its basic position in any respect, but insisted upon its claim to drivers as well as inside workers. The Teamsters continued to exert powerful economic pressure and by 1936 had established actual jurisdiction over drivers, and of necessity inside workers as well (except the engineers, etc.) in all breweries throughout Washington and Oregon, with two or three scattered exceptions. One exception was the United Union Brewing Company, which after the demise of the Marinoff Northwest Brewing Company was set up and operated by the Brewery Workers Union.

In no other area in the nation had the Brewery Workers Union suffered reverses such as had occurred in the Northwest (Washington and Oregon) at the hands of the Teamsters. As a consequence, the Brewery Workers Union, as a matter of national strategy, attempted to concentrate increasing economic pressure on the Northwest and on the breweries recognizing the Teamsters Union. The tactic pursued by the Brewery Workers was to designate Teamster beer (*i.e.*, beer made in breweries where the Teamsters Union rep-

⁸⁸ Marinoff and three of the hired gunmen involved in the Usitallo murder were found guilty of manslaughter by a jury in a Pierce County Superior Court.

⁸⁹ Through testimony offered in connection with a civil suit for back wages by three employees, members of the Brewery Workers Union, against Marinoff's Northwest Brewing Company. *Washington State Labor News*, July 5, 1935.

resented the drivers or other classifications of employees) as “unfair,” and to promote the consumption of beer imported by the Northwest from California and midwestern breweries which recognized the Brewery Workers Union and whose products carried the Brewery Workers Union label. The response of the Teamsters in the Northwest was to impose a sweeping embargo on virtually all beer coming into the region. Following approval by the AFL of a Teamster Label, the Teamsters Union in June 1937 advised all interested parties that Union membership in Washington and Oregon would no longer handle brewery products coming into those states unless such products carried the Teamster Label. This label was available to any brewing company which recognized the Teamsters as bargaining representatives for its drivers and loaders. The embargo was effective. Common carrier truck lines and contract haulers ceased hauling beer in the two states unless it carried the Teamster Label. In Seattle, Portland, and other Northwest cities, after a specified grace period, local drayage trucks and private carriers were not permitted to haul “unfair” beer from warehouses or railroad cars; hence if beer were shipped in by rail despite the embargo, it was likely to lie in a warehouse until spoiled. For several months the flow of California and “Eastern” beer was almost completely shut off.⁶⁵

Brewing industry employers outside the Northwest found themselves in a difficult situation. For all practical purposes, the machinery of the National Labor Relations Act was not available for settlement of this type of dispute over representation rights. The Brewery Workers Union already enjoyed *de facto* recognition in most instances and was therefore not interested in petitioning for an election. The NLRB would not, as a matter of law and policy, entertain a petition from the employers for a representation election. And the Teamsters refused to petition for an election, for two main reasons. First, they held the position that the AFL was the highest legitimate authority in such matters, hence the official

⁶⁵ This proved a great boon to the infant brewing industry in the Northwest which faced severe competition from the famous brands produced in Milwaukee, St. Louis, and Cincinnati. This circumstance gave rise to the rumor, widely circulated at the time and still occasionally repeated, that the embargo was primarily a collusive device whereby the brewing companies of the Northwest could be relieved from outside competition and in return for which the union leadership received a payoff. No evidence has ever been offered to support such an interpretation, nor has the charge ever been made in a responsible manner.

jurisdictional award was not properly subject to plebiscite or referendum. Secondly, the NLRB, if it were to authorize an election, might well designate a plantwide unit containing both inside and outside workers as an appropriate unit based on historically established bargaining patterns; this likewise would be in conflict with the principle of the official AFL award and therefore improper, and further it would also require the Teamsters to win a majority of votes among the relatively more numerous inside workers as well as among the drivers and loaders.

As a consequence of the widely publicized embargo, the Teamsters were beset by hostile publicity and court actions. In October 1937, the California State Brewers Institute obtained an injunction in the federal courts restraining the Teamsters Union from interfering with the transport of the plaintiff breweries' products. The court held that no labor dispute was involved within the meaning of the Norris-LaGuardia Act and that the brewers were entitled to the protection of the Sherman Anti-Trust Act against a conspiracy on the part of the Teamsters Union to restrain interstate commerce unlawfully.⁶⁶ This ruling was eventually reversed in September 1939 by the Circuit Court on the grounds that a labor dispute did exist under such circumstances, hence an injunction was improper under the provisions of the Norris-LaGuardia Act.⁶⁷

Despite the injunction and ostensible compliance by the Teamsters, a considerable period elapsed before outside beer began to flow freely into Oregon and Washington because of uncertainty of dealers as to what tactics the Teamsters might subsequently adopt. Court actions, however, were not the only important reason for relaxation of the embargo and related secondary boycott devices. Of at least equal importance were two other factors: first, Teamster locals in other regions, including California, did not appear inclined to carry the fight to the Brewery Workers with the aggressiveness demonstrated in the Northwest; and secondly, the NLRB, through its authority to determine appropriate bargaining units and to certify exclusive bargaining representatives,

⁶⁶ *California State Brewers Institute, et al., v. International Brotherhood of Teamsters, etc., et al.* (1937), 1184 (D.C. W.Wash.), 1-A LRRM 661.

⁶⁷ *International Brotherhood of Teamsters, etc., et al., v. International Union of United Brewery Workers of America, et al.* (1939), 9068 (C.C.A. Wash.), 5 LRRM 844.

emerged as an increasingly serious obstacle to achievement of jurisdictional objectives through direct action against employers. The NLRB often stood squarely athwart the AFL jurisdictional patterns and methods of resolving jurisdictional disputes. The resulting effect was increasingly to force the Teamsters either to abandon their claims to brewery drivers or else to engage in an open competition against the Brewery Workers Union in representation elections for plantwide, often associationwide, bargaining units, including both inside and outside workers.

Decisions in state courts tended to have the same effect. In 1939, the Washington State Supreme Court ruled on an injunction sought by the United Union Brewing Company, Seattle (owned and operated by members of the Brewery Workers Union), against the Teamsters, citing the following types of interference with the plaintiff's business: various local unions of the Teamsters refused to deliver products of any kind to any place of business selling the plaintiff's beer; Teamster members picketed every retail business selling the plaintiff's beer; wholesalers of tavern merchandise were induced not to sell to the plaintiff; the unions in the culinary crafts refused to supply bartenders or other employees to businesses selling the plaintiff's beer, etc. The state supreme court held that the plaintiff was entitled to permanent injunctive relief against such interference with its business operations by the Teamsters Union on the grounds that: a) there was no labor dispute involved within the meaning of the relevant state statutes, b) the secondary boycott waged by the Teamsters was an unlawful interference with the property right of the company to carry on business, c) the Labor Disputes Act of Washington establishes the right of the drivers freely to select the bargaining representative they desire, d) the object of such interference—the employment of members of the Teamsters Union—was unlawful under the circumstances, and e) the means of such interference—intimidation, threats, and violence—were unlawful.⁸⁸

Meanwhile some rather unusual complications had developed at the national level involving the AFL and the international officers of the two unions concerned. In the 1933 convention of the

⁸⁸ *United Union Brewing Company v. Beck, et al.* (1939), 200 Wash. 474. A very brief summary of this case is provided in 5 LRRM 927.

AFL, the earlier jurisdictional decision by the Executive Council was affirmed by a substantial majority. When the Brewery Workers again flatly refused to accept the decision, President Green of the AFL arranged for further conferences and discussions among all interested unions in 1934. A compromise proposal was formulated whereby the craftsmen in the breweries would be assigned to their respective unions (Teamsters, Engineers, Firemen) and all other brewery employees, regardless of current union affiliation (*e.g.*, the inside workers who had been taken in by the Teamsters in the Northwest), would be transferred to the Brewery Workers Union. The craft unions concerned agreed to this proposal, but the Brewery Workers executive board accepted for the two inside crafts only, refusing the proposal as it affected jurisdiction of the drivers. General Secretary Obergfell further advised Green in May 1934 that the matter had been submitted to the membership of the Brewery Workers Union and had been overwhelmingly rejected by referendum vote. Accordingly, the Brewery Workers reaffirmed their refusal to abide by the decision of the 1933 convention, and stated that they expected the AFL to recognize the principle of self-determination.⁶⁶

This development provides a clear illustration of the conflict between the basic principle of jurisdiction of the AFL and the principle of self-determination by plebiscite. Both Green and Tobin severely assailed Obergfell's position, making it clear that the AFL convention was the final authority on matters of jurisdiction, and that plebiscites or referendums did not override the authorized jurisdiction established by charter or by a jurisdictional award made by the Executive Council and affirmed by the AFL convention.

After the formal split in the AFL and the emergence of the CIO, the Brewery Workers Union, although retaining its affiliation with the AFL, resorted to the federal courts, seeking an injunction against the AFL action in awarding drivers to the Teamsters Union. The first attempt was unsuccessful.⁶⁷ In a second attempt, however, involving an altered petition, an injunction was issued by Judge Goldsborough restraining the AFL from transferring

⁶⁶ *Proceedings, American Federation of Labor Convention*, 1934, pp. 144-152, 446-459.

⁶⁷ *Obergfell, et al., v. Green, et al.* (1937), E64951 (D.C. D.C.), 1-A LRRM 662.

brewery drivers to the Teamsters Union.⁷¹ As might be expected, the leaders of the AFL were outraged at this unprecedented resort to the courts by an affiliated union. There was also deep concern over the implications of the court's action, involving as it did a far-reaching intervention into the internal government of the AFL. On appeal, however, the circuit court in March 1941 reversed the lower court, holding that no injunction should have issued from the lower court in such circumstances, and that the AFL had proper authority to decide on matters of jurisdiction such as that involved in the case. The appellate court also held that no contractual or other rights of the plaintiff were violated by the 1933 decision of the AFL convention.⁷² The Brewery Workers appealed the circuit court decision to the United States Supreme Court, which refused to review the action of the circuit court.⁷³ This removed the legal cloud which had effectively inhibited the AFL and the Teamsters Union during the preceding two and a half years. The action by the Supreme Court was announced while the AFL convention of 1941 was in session. A resolution was immediately introduced and overwhelmingly carried to suspend the Brewery Workers Union from the AFL.⁷⁴

Within a few weeks the United States had officially entered the war, following the attack on Pearl Harbor. In part out of general concern for the war effort and in part at the urging of top national representatives of the brewing industry who were concerned over the consequences of widespread jurisdictional conflict between the two unions and also over anticipated special problems during the war period ahead, committees composed of the top officers of each union met in February 1942 to attempt to work out some agreement at least for the duration of the war. A formal agreement was reached whereby an unconditional truce ("immediate cessation of all strife and conflict between said International

⁷¹ The court held that the AFL in its action in the convention of 1933 had violated its own constitution and its contract (*i.e.*, the charter agreement) with the Brewery Workers Union. Further, the transfer of jurisdiction "would if it went into effect, take from the Brewery drivers property rights of a substantial kind, probably the most important property right which unionized employees have." *Obergfell, et al., v. Green, et al.* (1939) eq. 64951 (D.C. D.C.), 4 LRRM 804.

⁷² *Green, et al., v. Obergfell, et al.* (1941), 7551 (C.C.A. D.C.), 8 LRRM 477.

⁷³ 9 LRRM 417.

⁷⁴ *Proceedings, American Federation of Labor Convention, 1941.*

Unions”), was established and the Brewery Workers Committee agreed a) “to recommend to its International Union and membership, compliance with [the] jurisdictional award of the American Federation of Labor,” and b) “to convoke a special convention to act upon said recommendation” on or before May 1, 1942.⁷⁵ The Brewery Workers convention voted against compliance with the AFL award. The Teamsters publicly charged General Secretary Obergfell of the Brewery Workers with complete lack of good faith and intentional violation of the spirit and letter of the February agreement. It was further charged that Obergfell had argued before the convention against acceptance of the AFL award. Tobin also charged that the truce had been broken almost from the beginning by the failure of the Brewery Workers to withdraw their pickets in a major dispute in Minneapolis after the Teamsters had done so. Industry representatives who had participated in the truce meeting sustained the Teamsters’ position.⁷⁶

And so attempts to resolve the conflict once again proved unsuccessful. For the duration of the war, however, the Teamsters did not aggressively press the fight against the Brewery Workers, although some skirmishing did occur from time to time. But with the end of the war the conflict was renewed with increased vigor on a national scale. In July 1946 the Brewery Workers Union affiliated with the CIO,⁷⁷ following a national referendum which carried by a narrow margin. The long struggle between the Teamsters and the Brewery Workers was now given the added dimension of an AFL-CIO conflict. There was no longer any workable basis for a compromise settlement on the basis of the AFL jurisdictional award. Immediately after the referendum the Teamsters issued an official invitation to any and all Brewery Workers local unions to affiliate with the Teamsters and remain within the AFL. The Teamsters also launched organizing campaigns in key areas over the country, looking toward NLRB representation elections.

On the West Coast the long dispute finally terminated in March 1947 when the Teamsters won NLRB elections in the breweries of Southern California by an overwhelming margin. With this victory, the Teamsters had established jurisdiction over both

⁷⁵ *International Teamster*, 39 (May, 1942), 3. The agreement is reproduced *in toto*.

⁷⁶ *Ibid.* (May, 1942), pp. 1-3; (June, 1942), pp. 20-24; (July, 1942), pp. 8-9, 11.

⁷⁷ *Proceedings, Congress of Industrial Organization Convention*, 1946, p. 259.

inside and outside brewery workers throughout the western states.⁷⁸

Since that time the dispute has continued in other regions of the nation, with the Teamsters rather steadily winning an increasing proportion of the labor force in the industry. In view of the current decentralization programs of the larger brewing companies the tide of advantage may be expected to flow increasingly in favor of the Teamsters, because of their vastly superior power and facilities for bargaining with widely dispersed large-scale employers.

International Longshoremen's and Warehousemen's Union

Before 1934 virtually no organization of warehousemen, as such, existed on the Pacific Coast. Nor had this occupational classification been explicitly assigned to any international union by the AFL. It was a residual category which no union had asked for. But by late 1936, jurisdiction over warehousemen had become the focus of one of the most bitter disputes in the history of the West Coast.

In the summer of 1934, the longshoremen—organized under local charters issued by the International Longshoremen's Association, AFL, and led by Harry Bridges—won recognition and a collective-bargaining agreement through federal government intervention and arbitration following a long coastwide strike which culminated in a general strike in mid-July in the San Francisco Bay Area. The Bay Area Teamsters had given crucial support to the longshoremen during the period preceding the general strike, and the leaders of various Teamster local unions in the area played a conspicuous role in the conduct of the general strike. At the same time, many top Teamster leaders, particularly the International Union representatives on the Pacific Coast, Michael Casey in San Francisco and Dave Beck in the Northwest, unsuccessfully attempted to prevent the general strike, and, once it had begun, exerted strenuous efforts to bring it to an end. When the strike was called off by the General Strike Committee on July 19 by a close vote, the Teamsters immediately returned to work and the longshoremen of necessity accepted the terms—arbitration of

⁷⁸ *International Teamster*, 44 (May, 1947), 9. See also *Washington Teamster*, April 4, 1947. There was relatively little trouble on the West Coast this time. In some other areas, however, there was considerable violence.

all issues between the longshoremen and the employers by the Presidential Board (appointed earlier by President Roosevelt)—which had been available before the general strike.”

Thus, despite the powerful economic support which in fact had been given by the Teamsters during the 1934 waterfront strike, the longshoremen’s leadership was thereafter virulent in its criticism of the Teamsters’ leadership, particularly Casey, Beck, and the leaders of the general trucking locals in the Bay Area. When Bridges and the leaders of the offshore maritime unions moved to form a coastwide Maritime Federation of the Pacific in 1935, Casey and Beck refused to participate in any manner. Nevertheless, the Teamsters supported the Maritime Federation in the coastwide maritime strike in 1936. There remained, however, between the top leadership of the Teamsters and of the longshoremen a profound contrast in political philosophy, collective bargaining policies, respect for contract obligations, and internal union administrative policies. The schism widened in 1936 as Bridges and the ILA on the West Coast supported the CIO faction in the civil war occurring within the AFL.

In late 1934 and 1935, the ILA had organized a few hundred warehousemen in the Bay Area, primarily in waterfront warehouses, and had established Warehousemen’s Local Union 38-44. In the fall of 1936, the ILA launched an organizing campaign which came to be known as the “March Inland,” and Local 38-44 rapidly increased its membership to a reported 3,000 members in a wide variety of “inland” warehouses of wholesalers in dry goods, drug supplies, electrical supplies, plumbing, steel, hardware, paint, chemicals, fruit and produce, automotive supplies, and others. In self-defense, some 300 affected firms organized the Wholesalers, Warehousemen’s, and Distributors Committee of the Industrial Association of San Francisco, in order to resist and to bargain more effectively with the union as a unit.⁸⁰ This was the first major step toward the areawide, multi-employer, master-contract collective bargaining pattern for which San Francisco has since become of

⁸⁰ A detailed account of relationships between the Teamsters and the Longshoremen in the San Francisco Bay Area is provided in Robinson, *op. cit.*, chapters IX–XIV. The summary in that text is drawn largely from this source with reference to the Bay Area.

⁸⁰ *Ibid.*, pp. 284–285.

particular interest to students of industrial relations.⁸¹ Local 38-44 extended its organizing campaign into the East Bay area. Up to this time, November 1936, the Teamsters in the Bay Area had raised no serious objection to the organization of inland warehousemen. Although Bridges was openly sympathetic to the international unions in the CIO group which had been expelled by the AFL at its 1936 convention, he remained within the ILA (which maintained its affiliation with the AFL) and maintained representation in the various AFL central labor councils and state federations of labor, presumably in order to minimize and delay as long as possible any open jurisdictional struggle with the AFL unions, including the Teamsters.

In Seattle and Portland, however, developments took a somewhat different turn.⁸² Very little organization of inland warehousemen occurred in 1934 and 1935. In 1935 a new flour mill workers' local union was formed in Seattle by employees of the Fisher Flouring Mills as the aftermath of a dispute with the company. This local obtained a charter from the ILA as Local 38-117, rather than from the Brewery Workers, because the AFL was denying any such new jurisdiction to the Brewery Workers as a consequence of the latter union's continued violation of the AFL's jurisdictional awards in the brewing industry. The Teamsters joined with the new ILA Local 38-117 in a strike for recognition against the Fisher Flouring Mills which lasted nearly six months and involved one of the most extensive and aggressive boycotts in the history of trade unionism in the Northwest up to that time.⁸³

When, however, the ILA local began its "march inland" into several wholesale drug companies, a bag company, and a kalsomine company in September 1936, the Seattle Teamsters under

⁸¹ For a discussion of San Francisco collective bargaining structures, see Kerr and Fisher, *loc. cit.*

⁸² For a detailed account of the relationships between the Teamsters and the Longshoremen in Seattle in 1936-1938, see Herbert C. Prouty, *Seattle's A.F. of L.-C.I.O. War of the Warehousemen* (M.A. dissertation, University of Washington, 1938). A brief summary of the essential facts is available in *In re McKesson and Robbins, Inc., et al., and International Longshoremen's and Warehousemen's Union, Local 9, etc.* (1938), 5 NLRB 70, 1-A LRRM 474.

⁸³ The course of the dispute is reported in detail in the *Washington State Labor News*, the weekly newspaper of the Seattle Central Labor Council, and in the Seattle daily papers of July 1935 to January 1936. Local 38-117 was recognized as bargaining agent for the weighers, warehousemen, and related classifications.

Dave Beck adopted a policy in sharp contrast to that of the San Francisco Joint Council. In August 1936, the Seattle Teamsters had already moved to organize warehousemen in the automotive supply business. The largest company in the field was aggressively picketed and cut off from transportation facilities. The following month, the ILA local struck three major wholesale drug houses, placed pickets on retail drugstores throughout the city on a secondary boycott, and placed a statewide embargo on drug products to force recognition and negotiation. The Central Labor Council placed the three drug firms on the "unfair list." The Teamsters thereupon declared the affected warehousemen to be within their jurisdiction and made demands upon the firms to negotiate collective bargaining agreements, including a closed-shop provision. (The ILA local was likewise demanding a closed shop, with hiring hall provisions.) Similar actions were taken in Portland.

The ILA exerted sufficient pressure to get agreements with the three Seattle drug companies. But operations were seriously hampered by the Teamsters' refusal or threats of refusal to haul for these firms unless they recognized the Teamsters as bargaining representatives for the warehousemen. In November a new local union, Warehousemen's Local 117, was chartered by the International Brotherhood of Teamsters following an interim decision by President Green, granting jurisdiction over inland warehousemen to the Teamsters. In February the AFL Executive Council officially considered the matter and formally recommended that jurisdiction be divided between the two unions along the line separating the waterfront from inland operations. Warehousing work performed in dock warehouses and elsewhere on the waterfront belonged to the ILA; similar work performed back of the waterfront, that is, in inland warehouses, belonged to the Teamsters. The ILA representatives refused to accept this decision for port cities where, they insisted, all warehouses belonged to the longshoremen.

With this legitimization of his claims, Beck applied increased pressure. By March 7, 1937, Teamster pickets had closed all five affected plants, with the simple explanation to the management and the employees that operations would resume when they had signed up with the Teamsters. By late March about two-thirds of the kalsomine company's employees had applied for Teamster

membership; the company thereupon signed a closed-shop agreement with Teamsters Local 117, and operations resumed. But the longshoremen then posted pickets, and the company was again forced to discontinue operations. In June, a truce was reached by the parties through public mediators which permitted the companies to resume operations, with the two unions preserving the *status quo* pending an appeal by the ILA to be made to the AFL convention in October, the AFL decision to be binding.

But in July the West Coast longshoremen (in all major ports except Tacoma) voted to secede from the ILA and to affiliate with the CIO; they were issued a CIO charter as the International Longshoremen's and Warehousemen's Union. The former intra-AFL jurisdictional dispute now became the nucleus of a larger conflict, both structurally and ideologically, between AFL and CIO. In October the AFL convention affirmed the earlier jurisdictional award. The ILWU disregarded this action and continued with its attempt to win representation rights in the Seattle warehouses through an NLRB election. The Teamsters thus encountered the NLRB as an obstacle and a threat to the application of the theory and practice of jurisdiction as developed within the AFL. The two unions, engaged in tense competition for control of the original five companies, once more forced a shut-down of operations as a result of picketing and counter-picketing activity. When the elections were finally held in February 1938, the ILWU won by hairline majorities in the two smallest plants with an aggregate total of 33 employees in the units concerned, while the Teamsters and an AFL federal local⁸⁴ received substantial majorities in the larger firms.

The Teamsters moved rapidly to organize other inland warehousemen in Seattle and Portland. General apprehension regarding Bridges and the CIO on the part of employers undoubtedly facilitated the organizing process. The ILWU never again threatened or seriously attempted to reach for the inland warehousemen. The "march inland" had been stopped at the waterfront in the Northwest.

⁸⁴ After 18 months of jurisdictional conflict with attendant shut-downs and pressures, feelings were so strong against both Teamsters and Longshoremen among the employees at Bemis Bag Company that the Teamsters agreed to the direct chartering of a federal local by the AFL for the employees at that company. Prouty, *op. cit.*, p. 89.

In the San Francisco Bay Area, however, the story had been otherwise. As mentioned above, the ILA Local 38-44 had organized some 3,000 to 4,000 warehousemen in the Bay Area by the end of 1936 without protest or objection from the Teamsters. After the AFL Executive Council's decision in February, however, the San Francisco Teamsters somewhat belatedly attempted to head off ILA Local 38-44 in areas not yet organized. Employers were warned not to sign with the longshoremen under threat of boycott by the Teamsters. Direction of the Teamsters' general strategy on the West Coast officially passed at this time from Michael Casey, who was seriously ill and approaching the end of his life, to Dave Beck of Seattle. This was a significant factor in the change in policy among the Teamsters' organizations in the Bay Area, as was soon illustrated in the East Bay area.

Teamsters General Drayage Local 70 in Oakland continued to evince sympathy for the ILA attempts to organize and bargain for warehousemen, despite the jurisdictional award by the AFL Executive Council. This was in direct conflict with the policy advocated by Beck as the top International Representative in the region. This conflict was resolved in April 1937. In March ILA Local 38-44 struck at six newly organized plants of the California Packing Company and the California Conserving Company in the East Bay. Strikebreakers were recruited and went to work in the plants under police protection. Teamsters Local 70 voted to give sympathetic support to Local 38-44 by refusing to haul through the picket lines even though a collective bargaining agreement was in effect between the Teamsters and the employers. Despite pressure from William Green upon the ILA and upon the Alameda County Central Labor Council to respect and enforce the AFL award, and pressure from Tobin and Beck upon Local 70, the members of this union voted to support the ILA picket lines after a long tumultuous meeting at which Bridges had personally appeared and addressed the meeting.

Dave Beck, acting for the International Union, thereupon revoked the charter of Local 70, removed all officers from office, appointed a receiver in full charge of the affairs of the local, and deferred all business meetings of the membership until reorganization had been achieved. The deposed local president unsuccessfully sought to obtain a court order enjoining the International Union

from interference with the local. The Alameda County Central Labor Council, despite William Green's direct instructions, then refused to unseat the now deposed delegates from Local 70 or to recognize the new representatives appointed by the receiver. The AFL then revoked the charter of the Alameda County Central Labor Council and instructed the general AFL representative in the area to re-form the council from unions loyal to the AFL. By early May, the open resistance to International intervention among a considerable segment of the rank-and-file membership of Local 70 had been largely eliminated after membership meetings in which Beck and the deposed officers both had opportunity to discuss the matter with the members. The policies of the International prevailed and Local 70 now added its efforts to the fight against the still expanding ILA Local 38-44. Teamsters began to pass through the ILA picket lines around the East Bay canneries. The reorganized Alameda County Central Labor Council removed these plants from the "unfair list" and called on all AFL affiliates to join in a fight to check the CIO.

At about this time (May 1937) the AFL Executive Council announced a policy decision to launch an all-out competitive organizing campaign against the CIO in all industries, including those in which the CIO had already established itself. Shortly after, the Pacific Coast District of the ILA received a charter from the CIO. In July Bridges was appointed regional director on the West Coast for the CIO, and the membership of the union voted in favor of affiliation with the CIO.

Belatedly the Teamster leadership and membership throughout the Bay Area, particularly in the general trucking locals, realized that the issue here was not only warehousing jurisdiction but also control over the work of drivers. As the ILWU warehouse organizing drive continued, Teamsters drivers increasingly found their access to warehouses controlled or prevented by the ILWU. Following numerous small skirmishes, the Teamsters decided on a showdown beginning September 1, 1937, after being forcibly prevented from entering a California Packing Corporation plant by ILWU mass picketing. With the knowledge and approval of the Draymen's Association, the Teamsters announced that their members would haul no more cargo to or from the docks until the inland warehousemen transferred their membership to the Team-

sters Union. Perishable goods and certain essential items were exempted. The Teamsters then threatened to extend the embargo coastwide unless inland warehouse units accepted Teamster charters by September 8. On that date the embargo was extended to Oakland. Bridges proposed that the matter be submitted to a vote of the warehousemen in the Bay Area; but Beck was quoted as having replied, "We are not interested in any vote. We are only interested in observance of AFL laws, and the Federation has given the Teamsters jurisdiction."⁸⁸

On September 18 the NLRB, on petition by the ILWU, announced its findings, that (a) the ILWU represented a majority of the employees in the unit alleged in the petition to be appropriate (namely, the large group of employers comprising the Distributors Committee); (b) the employing companies had recognized the ILWU as representing employees and had contracts with that union; (c) the Teamsters Union did not claim any actual members among the employees, therefore no question of representation was involved within the meaning of the NLRB and neither a hearing nor an election was required. The Teamsters continued their embargo and increased their pickets to an estimated 4,000 on the San Francisco docks. Picketing was peaceful and members of all maritime unions plus the longshoremen went through the picket lines to work. A heavy volume of ship-to-rail and rail-to-ship cargo provided considerable work on the docks throughout the embargo. On September 29 the blockade was lifted, with the Teamsters having failed to win back any of the inland territory on which the Longshoremen's Union had established control during the preceding year.

The Teamsters then launched efforts to organize the warehousemen as yet unorganized. Warehousemen's local unions were chartered in Oakland and in San Francisco, and the Teamsters established a foothold. This foothold was expanded somewhat during the summer of 1938 when the newly organized Distributors Association of Northern California (comprising some 225 wholesalers and distributors employing 25,000 workers)⁸⁹ and the ILWU Warehousemen's Local, now designated number 1-6, became embroiled in a strike continuing from early July until late

⁸⁸ *San Francisco Chronicle*, September 10, 1937, p. 7, cited in Robinson, *op. cit.*, p. 343.

⁸⁹ Robinson, *op. cit.*, p. 354.

October. During this dispute the Teamsters won recognition from some small independent groups of distributors but were unsuccessful in their attempts to move in on the key association, the DANC.

In 1940, the Teamsters, joined by the Retail Clerks Association, established jurisdiction in the West Coast units of Montgomery Ward, following a rigorous strike lasting continuously from early December 1940 until the end of July 1941. For the next three or four years the war brought some cessation of domestic jurisdictional hostilities.

Following the passage of the Taft-Hartley Act in June 1947, and the failure of the ILWU officers to file the required non-Communist affidavits, the Teamsters again turned their attention to the jurisdictional problem of warehousemen in the Bay Area. Beginning in May 1948, Teamster representatives applied "boring from within" tactics to ILWU Local 1-6 through secret contacts with right-wing leaders and members in that union.⁸⁷ The general strategy was to assist in electing a slate of right-wing officers who would expose the character of the "Communist-led dictatorship within Local 6" to the union membership, and would then work toward an affiliation with the Teamsters. The right-wing group did win a substantial victory in Local 1-6 elections in 1949, but those working with the Teamsters did not have sufficient control to carry a fight to the membership or to carry off a move to affiliate with the Teamsters.

It was decided, therefore, in the early part of February of this year [1950], that the only way we could bring this thing to the forefront was to have an open rebellion within Local 6 in the San Francisco and Oakland area. On February 11, 1950, several hundred of the members of Local 6, along with four of their paid representatives, resigned their membership from Local 6 and accepted a charter known as Warehouse Union Local 12, International Brotherhood of Teamsters. We then immediately visited the various warehouses in San Francisco in an attempt to sign up as many individual members as we possibly could so as to petition the NLRB for an election in these various plants.⁸⁸

The Teamsters, working through the new Local 12, continued an aggressive organizing campaign looking forward to NLRB elections. Unless the ILWU officers signed non-Communist affi-

⁸⁷ The Teamsters' strategy is discussed in some detail in *Proceedings, Western Conference of Teamsters, 1950*, pp. 26-31.

⁸⁸ *Ibid.*, pp. 27, 28. Report of the Secretary, Warehouse, and Produce Division.

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davits, the union would not be permitted to appear on the NLRB ballots. The ILWU officers proceeded to sign. By early April, the Teamsters had filed election petitions for more than 100 separate houses. Sixty-six of these involved firms which were members of the Distributors Association of Northern California. In the midst of this drive, the DANC suddenly signed a new three-year agreement with ILWU Local 1-6. The Teamsters were bitterly critical of the Association for this tactic. The NLRB ruled that it would dismiss the individual petitions covering any members of DANC who were now under contract with the ILWU. This would defeat the Teamsters' entire campaign. As a last desperate measure the Teamsters attempted to force as many firms as possible to withdraw from DANC. Fourteen of the 66 firms where Teamsters had signed up the employees did withdraw within the seven-day grace period provided by the agreement. Roving squads of pickets clashed; the DANC filed suit for \$1,100,000 damages against Teamster Locals 12 and 85; the DANC also filed charges of unfair labor practices against the Teamsters; the Marine Terminals Association filed unfair labor practice charges against both major unions; restraining orders were issued by the courts. The longshoremen on the docks sharply restricted the work which drivers might perform. No driver might take more than three steps from his truck; no fork lift might be moved more than six inches. At some warehouses, the CIO warehousemen refused to allow Teamsters to make pick-ups. In Oakland, the Teamsters retaliated against the longshoremen by imposing another blockade of the waterfront from April 26 to May 18.

When the tumult and the shouting had subsided under the influence of antipicketing injunctions issued by state courts, the ILWU still retained its key position in the distribution industry in the Bay Area by virtue of its agreement with the DANC. In June, faced by the alternative of a formal complaint by the NLRB, the Teamsters agreed by stipulation to refrain from any further coercive attempts to obtain recognition from DANC member firms during the life of the agreement.

This left the Teamsters with small, fringe warehouses. On petition by the Teamsters, NLRB elections were held in October in some 32 houses, with ILWU Local 1-6 also on the ballot in 15 cases. The Teamsters won all 17 of the uncontested elections and

14 of the 15 elections in contest with Local 1-6. The total membership affected, however, was approximately 200.

Thus, despite some Teamster gains, the ILWU remains entrenched in a controlling position in the distribution industry in the Bay Area. In challenging this control the Teamsters encountered an insurmountable obstacle compounded of the unitary action of the major employers organized in a dominant association and the authority of the NLRB and the courts, under existing laws, particularly the Taft-Hartley Act, to protect the solidarity of association. This obstacle remains. But the vigor of the Teamsters' claims to jurisdiction over warehousemen remains undiminished; nor is it likely that their efforts to realize these claims will cease.

International Association of Machinists

The IAM was chartered by the AFL in 1895. In 1914 the AFL convention granted it jurisdiction over building, assembling, erecting, dismantling, and repairing of machinery in machine shops, buildings, factories, or wherever the machinery would be used.⁸⁰ With the expanding use of trucks and automobiles in the period following World War I, the Teamsters and the IAM increasingly came into dispute over repairmen and other garage employees, particularly in situations where the garage was owned and operated by the owner of the trucks whose drivers were Teamsters Union members. The IAM claimed such work and workers on the basis of the jurisdiction awarded in 1914. The Teamsters claimed the work on the basis of their long-established jurisdiction over stablemen and helpers who had cleaned, greased, and to some extent repaired carriages, harness, and related equipment.

In 1926, the heads of the two unions worked out an agreement whereby they divided the jurisdiction over garage work. They agreed that the IAM should have full jurisdiction over "assembling, dismantling, adjusting and repairing of all mechanical parts and chassis of automobiles, trucks, and busses, this to include the changing of solid tires." The Teamsters should have "all work in and around garages not covered in the above [sentence] such as washing, polishing, oiling, greasing, changing of tires and cleaning up garages."⁸⁰

⁸⁰ *Proceedings, AFL Convention, 1914*, p. 417.

⁸⁰ *Proceedings, AFL Convention, 1926*, p. 44.

On the West Coast this agreement operated with reasonable success for many years. As of June 1, 1943, however, the IAM withdrew from the AFL over an accumulation of grievances concerning jurisdictional disputes (the most important involving the Carpenters and the Operating Engineers), charging that the AFL, and particularly the Building and Construction Trades Department, were discriminating against the IAM in such matters. The IAM returned to the AFL in October 1943, but in 1944 again discontinued all payments of per capita tax to the AFL, and this action "was interpreted by the Executive Council as discontinuation of the affiliation of the International Association of Machinists."⁹¹ President Tobin of the Teamsters was publicly critical of the IAM's action in withdrawing from the AFL, because such a policy undermined the entire structure and spirit of orderly trade union self-government. He cited the fact that the Teamsters had recently accepted and abided by a costly adverse decision in its dispute with the Operating Engineers over the drivers of tractors, caterpillars, and related construction equipment. He stated further:

Since severing its AFL affiliation, the Machinists Union does not deserve any different consideration than that accorded any independent or dual organization. . . . It is well known to everyone that the Machinists Union in the airplane manufacturing plants has taken in almost everyone in the employment, especially in the Boeing plant in Seattle, Washington. . . . If it is well for the Machinists to claim and hold in membership all employees in the plants of the Boeing Company, certainly it is not inconsistent—and it may be necessary—for the Teamsters to hold in membership all those working in garages where men are employed to take care of our trucks.⁹²

After President Brown of the IAM had appeared before the Teamsters executive board at its invitation to discuss the matter in June 1943, the board officially notified the IAM of its decision as follows:

It is not the policy of the International Brotherhood of Teamsters, now or in the past, to maintain trade agreements with any union outside of the American Federation of Labor; therefore the general executive board decided to discontinue the agreement existing between the two organizations dealing with garage employees.⁹³

Then in 1946, following a referendum vote by the membership

⁹¹ *Proceedings, AFL Convention, 1944*, pp. 78 ff.

⁹² *International Teamster*, 40 (July, 1943), 5, 6.

⁹³ *Ibid.* (August, 1943), p. 27.

of the IAM in favor of disaffiliating with the AFL, the Teamsters Union officially announced its intention to include garage mechanics in its membership. Despite this policy decision, no serious open jurisdictional conflict developed in the automotive service industry between these two unions on the West Coast. In other industries, however, conflict did develop, typically in small manufacturing plants where the IAM sought and won certification by the NLRB as exclusive bargaining representative for plantwide units which often contained a variety of craftsmen.

The Boeing Case

The major dispute between the Teamsters and the IAM on the West Coast arose at the Boeing Airplane Company in Seattle in 1948 and 1949. The IAM was granted jurisdiction over the aircraft industry by the AFL in 1935. Aeronautical Industrial District Lodge 751 of the IAM was certified as collective bargaining representative for an inclusive plantwide unit by the NLRB in June 1937. With the approach of World War II, Boeing began a period of rapid growth which reached its peak toward the end of the war. The company had by far the largest single payroll in the Pacific Northwest. Despite considerable reduction in labor force in the early postwar period it continued by a wide margin to be the largest single employer in the area, and hence was of extraordinary importance to the labor market and the general economy of Seattle and the entire Northwest.

Relationships between the company and Lodge 751 had been stormy through the war years, complicated by the advent of government wage controls which caught the airplane industry with relatively low wage rates.⁹⁴ Another issue of increasing importance and difficulty in the years immediately following the war was that of seniority.

The 1946 agreement between the parties was to remain in force from March 1946 to March 1947, and thereafter until a new agreement had been reached. It also banned strikes during the life of the agreement.⁹⁵

⁹⁴ See Reed R. Hansen, *Collective Bargaining between the Boeing Airplane Company and the Aero Mechanics Union* (M.A. dissertation, University of Washington, 1951), for a detailed treatment of the parties and their relationships before and during the war.

⁹⁵ The chronological summary of developments in the relationships between Lodge

On motion by the company, negotiations on a new contract began late in January 1947, and continued intensively for approximately two months, but the parties failed to agree upon the terms of a new agreement or on a method of arbitration. The crucial issue was that involving control of the labor force, primarily the seniority provisions. On April 7, 1947, Lodge 751 gave formal notice of intention to strike. The union again proposed arbitration of the disputed issues, but the parties were unable to agree on the method of selecting arbitrators, or upon the issues to be submitted to arbitration.⁹⁶ Negotiations continued fruitlessly, and on May 24, 1947, the employees by secret ballot rejected the company's final contract offer and authorized the officers of Lodge 751 to call a strike. The company, advised by union representatives of the results of the vote, notified President Brown of the IAM that a strike would be regarded as a clear breach of the existing contract. Brown came to Seattle. After discussions with company representatives and Lodge 751 officers, he recommended further attempts to agree on arbitration, with emphasis on extension of the union-shop provision in view of the restrictions on union security in the Taft-Hartley Act, which was to become effective on August 22, 1947. The IAM Executive Council officially refused to grant strike sanction on the stated grounds that such action might leave the union vulnerable to costly litigation in view of the provisions of the existing agreement and the company's attitudes on the matter.⁹⁷ Thereafter, negotiations continued in a somewhat desultory manner for another 10 months, with the parties "sticking" on the same questions.

During most of the 14 months of negotiations, there had not appeared to be a serious prospect of an immediate strike, except perhaps for a short period in May 1947. In April 1948, however, the tempo of developments suddenly quickened and sentiment

751 and the Boeing Company is based primarily on the intermediate report of the NLRB trial examiner and the statements of fact contained in two federal court opinions, one the review of the NLRB decision by the Circuit Court of Appeals in Washington, D.C., the other the decision of the district court in the damage suit instituted by the company against the union. See below for detailed citations.

⁹⁶ The company agreed to arbitration only on the condition, among others, that the whole contract be submitted for arbitration, including the provisions which already had been tentatively agreed upon. The union refused to accept these conditions.

⁹⁷ Hansen, *op. cit.*, p. 99.

for a strike appeared to crystallize rapidly among key groups of the union membership. On April 13, Lodge 751 notified the company that, unless some agreement could be reached by April 16 whereby the disputed contract terms might be settled by arbitration, the union would meet and decide upon a course of immediate action to resolve the dispute. No agreement was reached, and on April 22, approximately 14,500 members of Lodge 751 went on strike, despite instructions and advice to the contrary by IAM representatives.

The company notified the union that the strike was a direct violation of the existing agreement and by reason of the strike the agreement was "terminated and at an end." It also wired President Brown of the IAM that the strike was in violation of Section 8d (the 60-day strike notice provision) of the Taft-Hartley Act. The strikers had therefore lost their status as employees of the company, and as a consequence Lodge 751 was no longer the authorized collective bargaining agent under the amended NLRA. The company refused to meet, bargain, or otherwise recognize the officers or representatives of Lodge 751.

Brown advised the company that the strike had not been sanctioned by the IAM Executive Council, and proposed that a special subcommittee of the Executive Council come to Seattle to discuss the matter. President Allen of the company agreed. When the subcommittee arrived in Seattle on April 27, however, President Allen refused to attend any conference at which Lodge 751 officers or representatives were present, or to discuss any issues over which the strike occurred. He expressed willingness to discuss only such issues as the payment of damages, the disciplinary action to be taken by the IAM against Lodge 751, and the obtaining of some change in the character of the bargaining agency.⁹⁸ The general officers of the IAM refused to confer under these conditions and on April 28 gave official sanction to the strike. The union then promptly filed unfair labor practice charges against the company on the grounds of refusal to bargain in good faith. Thereupon the regional director of the National Labor Relations Board in Seattle petitioned the federal district court under the provisions of the

⁹⁸ See opinion of the court in *Boeing Airplane Company v. Aeronautical Industrial District Lodge No. 751 of International Association of Machinists, et al.* (1950), 1991 (D.C. W.Wash.), 26 LRRM 2324.

Taft-Hartley Act for a temporary injunction to require the parties to bargain, pending hearings on the unfair labor practice charges. The federal district court refused to grant an injunction on the grounds that Section 8d of the Labor Management Relations Act was applicable and had been violated by the union, which had, therefore, lost its status as collective bargaining representative for the employees of the Boeing Company. Hence, the company was under no duty to bargain with the union after the beginning of the strike.⁹⁹ The decision of the federal court thus supported the position taken by the company as the basis for its refusal to recognize or to bargain with the union.

The position of the union and the status of the strike thus came to turn on two narrow legal issues: (a) Was there a binding agreement in effect at the time of the strike which was violated by the union in striking? (b) Did the 60-day notice provision of the Taft-Hartley Act apply in this case, and if so, had the union complied or failed to comply with those provisions?

While hearings were being arranged and conducted on the unfair labor practice charges, the strike continued, with the parties at a complete deadlock and with no prospects of resumption of negotiations. The company proceeded with an attempt to recruit a labor force to replace those on strike, indicating its uncompromising determination to reestablish proper managerial control in the Seattle plant. It offered reemployment without prejudice to all former employees now on strike.

Because of the size and importance of the Boeing payroll, the economic effects of the strike soon began to be manifested throughout the Seattle area. After the strike had continued for approximately a month, the Teamsters Joint Council 28 held a special meeting and announced its intention to intervene in the Boeing strike.

The Teamsters Union is determined to take, at the Boeing plant, the jurisdiction awarded to it by the American Federation of Labor charter grants in the days when the Machinists were in the AFL.

We are interested only in those who are rightfully a part of the Teaming crafts, and whom we can best represent. We are not interested in those who are not within our jurisdiction. . . .

We will accept in membership, in the proper Teamster Local

⁹⁹ *Graham, etc. v. Boeing Airplane Company* (1948), 2034 (D.C. W.Wash.), 22 LRRM 2243.

Unions in Seattle, all warehousemen, parts men, transportation department employees, service station employees, and others coming within our jurisdiction, who number something over 5,000, and we will represent them in the future.

The Teamsters Union has a lawful contract with the Boeing Company, which it is fulfilling and which it has every intention of carrying out to the letter.¹⁰⁰

The Teamsters thereupon sent organizers through the picket lines at the Boeing plant and proceeded to solicit membership applications from workers who had returned to work in the plant and from those who were still on strike. Extensive and virulent criticism of the Teamsters and of Dave Beck was aroused by this action, particularly among other labor organizations.

In explaining their action, spokesmen for the Teamsters stressed several points: (a) the irresponsibility and incompetence of the leadership and the illegality of the strike by Lodge 751, (b) the disastrous economic consequences of the strike for the whole community and the prospect that the entire plant might be transferred from Seattle to some other area in the event that sound industrial relationships could not be restored, (c) the legitimacy of the Teamsters' jurisdictional claim to warehousemen because of the AFL's official award of jurisdiction in 1937 and again in 1940, and (d) the Machinists themselves did not have clean hands in jurisdictional matters.

On July 20, 1948, the NLRB trial examiner issued his intermediate report and recommended order. It held that IAM Lodge 751 had not lost its status as bargaining representative for Boeing production employees and that the company was guilty of an unfair labor practice in refusing to bargain. It recommended that the company be ordered to bargain in good faith with Lodge 751, and to offer, upon application, immediate and full reinstatement of all strikers with back pay and without prejudice to their seniority or other rights and privileges, dismissing if necessary any new employees hired after the strike began.¹⁰¹ The company immediately

¹⁰⁰ *Washington Teamster*, May 28, 1948, p. 1.

¹⁰¹ *In the Matter of Boeing Airplane Company and Industrial District Lodge No. 751 of International Association of Machinists, et al.* (1948), 80 NLRB 447, 23 LRRM 1107. Very briefly, the reasoning of the trial examiner was as follows: The agreement of March 16, 1946, had expired at the end of a "reasonable" period following March 16, 1947, specifically in May 1947, when after three months of unsuccessful negotiations, the union membership had voted to authorize a strike and official strike notice was filed in accordance with provisions of the War Labor

filed exceptions to the report, and the case went to the board in Washington for review.

In August 1948, the AFL Executive Council voted unanimously in support of the Teamsters' contentions regarding their jurisdictional claims at the Boeing Company and asked every affiliated organization to support the Teamsters in "its fight to maintain its jurisdiction against a non-affiliated organization."¹⁰² Soon thereafter, the General Executive Board of the Teamsters Union gave "complete endorsement of Dave Beck and his co-workers in the West Coast . . . in the Boeing Aircraft Company jurisdictional dispute." The Board also warned the IAM that, unless its "slandrous attacks" against Joint Council 28 ceased, the Teamsters Union would sever all recognition of the IAM.¹⁰³

By early September, the company had recruited an estimated 8,000 production workers in regular employment. It continued its refusal to bargain with Lodge 751 and its officers. In mid-September the union admitted defeat and officially terminated the strike, after deciding that the company would appeal any decision of the NLRB adverse to the company. The Teamsters thereupon chartered a new local union for the Boeing plant—Aeronautical Workers, Warehousemen and Helpers Union, Local 451.¹⁰⁴ Shortly thereafter this local established an employment office to recruit prospective employees for the Boeing Company.¹⁰⁵

In November, the NLRB issued its decision and order in the case, which in effect upheld the findings and recommendations of the trial examiner.¹⁰⁶ The company was ordered to bargain with Lodge 751 and to reinstate all strikers upon application. The company immediately appealed the order to the circuit court. The Teamsters again took the position that

Disputes Act. Thereafter an *interim* agreement was in effect between the parties by implied consent and this agreement was terminated, not violated, by the strike in April 1948.

As to the strike notice provision of the Taft-Hartley Act, the trial examiner held in effect that the official strike notice given in May 1946, followed by more or less continuous negotiations for approximately eleven months satisfied both the intent and proper meaning of Section 8d of the Act.

¹⁰² *International Teamster*, 45 (September, 1948), 3. A facsimile of the official letter from William Green to Daniel Tobin appears in the journal.

¹⁰³ *Ibid.*, pp. 2, 5.

¹⁰⁴ *Washington Teamster*, September 17, 1948.

¹⁰⁵ *Ibid.*, October 8, 1948.

¹⁰⁶ (1948), 80 NLRB 447, 23 LRRM 1107.

Nothing was changed at Boeing's by the decision of the NLRB on Tuesday . . . Local 451, Aeronautical Workers and Warehousemen, Teamster affiliated, which has organized several thousand workers at Boeing's, will continue its work as before, the NLRB decision having no effect whatever on its action.¹⁰⁷

At about this time, a general AFL organizer on the staff of William Green was assigned to Seattle to assist in the organizing campaign and presumably to encourage adherence by local AFL bodies to the policy adopted in August by the AFL Executive Council in support of the Teamsters. For the following six months the Teamsters and the IAM worked actively in a competitive organizing effort.

On May 31, 1949, the circuit court of appeals reversed the NLRB, holding that, (a) the agreement dated March 17, 1946, had been in effect at the time of the strike and had been breached by Lodge 751; (b) the union had violated Section 8d of the amended NLRA (the 60-day notice provision); (c) the union had thereby lost its standing as collective bargaining agent for the Boeing employees; (d) the company was not guilty of an unfair labor practice in refusing to bargain with Lodge 751; and (e) the company was under no obligation to reemploy the strikers. The NLRB order was set aside *in toto*.¹⁰⁸

Both the company and the Teamsters hailed the decision of the court as vindication of their positions. Lodge 751 filed a petition with the NLRB for a representation election. The organizing race now increased its tempo. Lodge 751 charged the company with improperly favoring and supporting the Teamsters Union and with discrimination against former strikers who were loyal members of the IAM and who had been subsequently rehired. A series of some nine separate charges of unfair labor practices was filed with the NLRB over a period of several months.¹⁰⁹ The company instituted suit in the federal courts under the provisions of the Labor Man-

¹⁰⁷ *Washington Teamster*, November 26, 1948.

¹⁰⁸ *Boeing Airplane Company et al., v. National Labor Relations Board* (1949), 10064 (C.C.A. D.C.), 24 LRRM 2101. This case provides a most interesting example of the contrast in interpretation of an identical set of facts and legislation by a quasijudicial expert body (the NLRB) and by the courts.

¹⁰⁹ The NLRB subsequently found the company guilty of several unfair labor practices and issued a cease and desist order against certain cited instances of discrimination: assisting or supporting a union, discouraging union membership, etc. The decision was not rendered until March 1953, hence it had no effect on the outcome of the representation election. *In re Boeing Airplane Company and Aero-*

agement Relations Act for \$9,045,000 damages alleged to have been incurred through losses caused by the illegal strike. At the NLRB hearings in July on the election petition, the Teamsters intervened and entered objections to the inclusion of maintenance plumbers, electricians, painters, and carpenters in the production unit. The decision of the board, however, was to maintain the previous unit, with the exception that a separate electrical maintenance unit was established. The elections were set for early November.

The strategy of the Teamsters was to interpret the conflict as AFL versus an outside outlaw organization and to suggest that a victory for Lodge 751 would mean moving the Boeing plant out of Seattle. The strategy of Lodge 751 is suggested by one of their slogans, "Don't go Beck-wards!" The Seattle Building Trades and Metal Trades Councils lined up officially in support of the Teamsters.¹¹⁰ On the eve of the elections, William Green sent a personal message to the Boeing workers exhorting them "to become members of the greatest labor family in the country—the American Federation of Labor." He emphasized that the AFL Executive Council had voted unanimously to give unqualified support to the Teamsters against the IAM in the Boeing dispute.¹¹¹

The results of the election for the production unit were as follows: for the IAM—8,107; for the Teamsters—4,127; for neither union—401; challenged—2,132. The IAM also won the electrical maintenance unit (over the Brotherhood of Electrical Workers) by a vote of 50–42.¹¹² The public reaction of the Teamsters was:

We've just begun to fight.

That is the policy of the Teamsters Union with respect to the dispute at the Boeing plant. . . . The Teamsters will not surrender their rightful jurisdiction, as granted by the AFL, and will fight for such jurisdiction, against all comers and regardless of the cost, until their jurisdiction is fully recognized.¹¹³

The Teamsters filed official objections to the election on technical and procedural grounds, but these objections were deemed by a

nautical Industrial District Lodge No. 751, International Association of Machinists (AFL), et al. (1953), 103 NLRB 1025, 31 LRRM 1610.

¹¹⁰ *Washington Teamster*, August 5, 1949.

¹¹¹ *Ibid.*, October 21, 1949.

¹¹² (1949), 86 NLRB 368.

¹¹³ *Washington Teamster*, November 11, 1949.

majority of the NLRB to be insubstantial and accordingly Lodge 751, IAM, was certified as the exclusive bargaining representative for the production unit.¹¹⁴

Lodge 751 and the company immediately entered negotiations and a new one-year agreement was signed in May. Although the union was virtually devoid of real economic strength under the circumstances, the company did not impose a Carthaginian peace. The company did reestablish thoroughgoing managerial control over direction of the workforce. A positive "management rights" provision was included in the agreement and the application of the seniority principle was drastically reduced. The union security article provided for maintenance of membership. The wage and fringe benefit provisions were comparable or superior to the levels prevailing in the remainder of the airplane industry. Subsequent agreements have been negotiated on much the same basis, incorporating such new developments as health and welfare provisions. Relationships between the company and Lodge 751 representatives appear to be reasonably cordial. Spokesmen for both parties indicate that relationships have been more satisfactory since 1950 than during the postwar years prior to the strike.

The Teamsters meanwhile have not changed or abandoned their position. Although acknowledging the legal status of the NLRB certification, the Teamsters continue to insist that an official jurisdictional award by the AFL has a legitimacy which properly should not and cannot be extinguished or overridden by an NLRB ballot or certification. Joint Council 28 continues to maintain Aeronautical Workers and Warehousemen's Local 451, looking forward to eventual negotiation of a direct jurisdictional agreement with the IAM whereby the Teamsters' claims may be recognized.

The IAM reaffiliated with the AFL in 1950. On February 4, 1953, President Beck of the Teamsters and President Hayes of the IAM consummated a formal agreement in behalf of their respective international unions regarding jurisdiction in the automotive industry. The division of jurisdiction is essentially the same as that in the former 1926 agreement, but is defined in more precise detail with reference to certain classifications of "mixed" work. In addition, the agreement provides that the parties will "withdraw from

¹¹⁴ (1950), 88 NLRB 227, 25 LRRM 1314.

participation in any election now sought or pending before the National Labor Relations Board" involving employees covered by the agreement and in which the parties are contesting each other; and the parties "shall not in the future, petition for or participate in any such election unless mutually agreed to." Another major section of the agreement provides for a joint eight-man committee (four from each union) for the purpose of "discussing and settling jurisdictional disputes which may arise from time to time." This committee is also designated "to act in a supervisory capacity in outlining the conduct of all joint organizational drives which shall be conducted by the two International Unions or subordinate organizations, in local areas."¹¹⁵ This agreement thus involves not only matters of jurisdiction but joint efforts and pooled resources in organizing campaigns in the "automotive maintenance and service field, in the automobile dealerships, independent garages, and service stations of all types."¹¹⁶

Analysis and Interpretation

For purposes of analysis it is useful to separate interunion relationships into three categories: (a) those primarily involving jurisdictional issues, (b) those primarily involving power relations in collective bargaining with employers, and (c) those involving other types of relationships such as central labor councils, state federations, political action programs, etc.

Jurisdictional Relationships

In examining the case histories sketched above, three common conditioning factors should be noted: (1) In the job-conscious, single-minded focus of American unions upon control and protection of their job territory, jurisdiction is indeed the lifeline and no issue is regarded as more vital; (2) The job consciousness of American unions, and the corollary absence of class consciousness, is accompanied by a characteristic "particularism"; any international union is primarily concerned with building and protecting its own particular job territory, membership, and strength; it is only secondarily concerned with trade unionism generally or the labor movement; (3) The jurisdictional structure of American trade

¹¹⁵ *International Teamster*, 50 (May, 1953), 16. The agreement is reproduced in full.

¹¹⁶ *Ibid.*, p. 16.

unionism, never well or clearly defined, has become increasingly chaotic over the past two decades. In earlier years the AFL judicial machinery operated with mixed success and failure in dealing with jurisdictional disputes on a case-by-case basis as they arose. But even this machinery of settlement has been greatly reduced in effectiveness since the middle thirties as a consequence of four developments: (a) The rapid and disorderly organization of new territory during the middle thirties, (b) The increase in industrial or vertical unionism cutting across crafts and occupations, (c) The large-scale development of dual unionism in the CIO and in unaffiliated unions, and (d) The establishment of governmental authority (Wagner Act, 1935) to designate appropriate collective bargaining units and to certify exclusive bargaining representatives on the basis of employee balloting. As a consequence of these developments, the jurisdictional map of American trade unionism reveals a vast, confused, and disorderly snarl of ambiguous, overlapping, and conflicting territorial claims. Until the AFL-CIO Unity Convention of December 1955, two great rival federations were in open and complete conflict over legitimate jurisdictional sovereignty and the jurisdictional theory of both federations has been in fundamental conflict with the theory underlying our present public policy through which a government agency may determine collective bargaining units and award jurisdiction on the basis of employee plebiscites.

In qualitative terms, the jurisdictional problems and policies of the Teamsters Union do not differ significantly from those of most other American unions. The difference between the Teamsters Union and other unions is one of degree rather than kind. Jurisdictional disputes of the Teamsters are characterized by: (a) greater frequency and variety, (b) aggressiveness and tenacity, and (c) magnitude, as illustrated by the cases considered.

Such differences can be explained by four factors:

1) *The structure and character of the Teamsters' jurisdiction, as officially granted by the AFL.* The core of the Teamsters' jurisdiction (driver-salesmen, drivers, helpers, and warehousemen) cuts across virtually all industries and all sizes and types of enterprise. Teamster membership and jurisdiction are thus thrown into direct contact with the membership and jurisdiction of nearly all other unions. In many situations the jurisdiction of the Teamsters merges

directly into that of another craft or quasicraft union, as in disputes with the Retail Clerks over delivery and display work by drivers, and with the Machinists over garage employees.¹¹⁷ Perhaps more numerous, and more difficult to resolve, are the cases where plant-wide or vertically organized unions claim jurisdiction directly overlapping that claimed by the Teamsters, as in the dispute with the Brewery Workers over brewery drivers, the dispute with the Longshoremen over warehousemen, and the dispute with the Machinists over the Boeing warehousemen.¹¹⁸ The potential disputes of this character seem innumerable if the Teamsters were to press their chartered claim to warehousemen. This classification causes special difficulties because it is difficult to define precisely, it is distributed throughout a large number of industries, and, finally, because jurisdiction was officially awarded to the Teamsters by the AFL at such a late date (1940). By that time many other unions both inside and outside the AFL had acquired substantial numbers of members who might appropriately be classified as warehousemen.

2) *The relatively great economic power of the Teamsters Union, stemming from the strategic importance of truck transportation.* While the nature of the Teamsters' jurisdiction tends to produce many disputes, perhaps more important in explaining their aggressiveness, is simply the fact that the Teamsters have the strength to fight for their interests. This strength of the Teamsters is particularly significant in the context of the general jurisdictional chaos which has developed in American trade unionism. In the absence of a generally accepted code or authority, each organization is dependent upon its own strength and must largely formulate its own rules. Power becomes increasingly important, as was apparent in the cases considered above. There was no common rule book to which the parties would subscribe. So each devised his own, with the result that no holds were barred.

¹¹⁷ Other major disputes of this type have occurred with: the Operating Engineers over operation of tractors, cranes, carriers of various sorts; the Building Laborers over unloading and handling of building materials, tools, and equipment; the Iron Workers over loading and unloading materials from cars to trucks and trucks to ground; and Longshoremen over loading and unloading trucks at piers.

¹¹⁸ Other disputes of this type have occurred with: the Bakery Workers over drivers; the Railway Clerks over drivers; the Railroad Trainmen over bus and over-the-road drivers; the Street and Electric Railway Employees over bus drivers; the Lumber and Sawmill Workers over log haulers.

3) *Adherence to the trade union theory of legitimate jurisdiction under AFL sovereignty.* The Teamsters Union, especially on the West Coast, has historically and consistently operated on an explicit formal philosophy and theory of jurisdiction which is deeply rooted in American trade unionism. This theory—based on the ultimate authority of the AFL over jurisdiction—and the policies arising from it are illustrated in the Teamsters' action in the case histories above, as well as in disputes with the Retail Clerks. In each case the other union had either repudiated an AFL award (the Brewery Workers, the ILA), withdrawn from the AFL (Machinists, ILWU-CIO), or refused to submit a dispute to the AFL (Retail Clerks). In each of these cases the Teamsters protected their claims by whatever means were feasible or necessary. They disregarded picket lines, conducted organizing campaigns behind picket lines, collaborated with employers against the rival union, recruited personnel to replace strikers, and applied damaging secondary boycotts against rival unions and employers dealing with such unions.

The Teamsters had the official support and approval of the AFL in these disputes except one with the Retail Clerks, which was never submitted to the AFL. The Teamsters have consistently operated within the framework of formal AFL laws and procedures in their disputes with other AFL unions. And they recognize no other legitimate source of authority within the labor movement.

Critics of Teamster policies sometimes have complained that the Teamsters Union wields such power that it is able to control the decisions of the AFL Executive Council, so that the constitutional procedures of the AFL become simply a device for legitimizing raiding and "imperialism" by the Teamsters. Beck dismisses such charges as unrealistic and inaccurate; and he also emphasizes an additional point which is significant regardless of the relative strength of the Teamsters within the councils of the AFL:

Either we have laws within the American Federation of Labor by which we are bound in good conscience to abide as parties to the AFL, laws which accord to every man his day in court, laws which set up an authority to render decisions—either we have such laws and the duty and responsibility to uphold and respect them, or we will degenerate into a mob.¹¹⁹

This philosophy of legitimate jurisdiction deriving from AFL

¹¹⁹ Dave Beck in *Proceedings, Western Conference of Teamsters*, 1949, p. 18.

sovereignty is largely incompatible with the theory established by the National Labor Relations Act,¹²⁰ under which the NLRB has wide discretion in defining appropriate bargaining units and the power to certify exclusive bargaining representatives on the basis of majority vote in such units. The case histories provide examples of how the determinations and certifications of the NLRB repeatedly obstructed or frustrated the execution of official AFL decisions in jurisdictional dispute cases, or, in some instances, original jurisdictional grants. To be sure, the NLRB did not initiate the action in these cases. One of the disputing unions usually resorted to the NLRB. But such action likewise constitutes a violation of the principle of union self-government in which the AFL theory of legitimate jurisdiction is rooted.

This general viewpoint and philosophy have been particularly well stated by the Executive Board of the United Brotherhood of Carpenters, on the occasion of the withdrawal of that international union from the AFL because the AFL had failed to make a more effective attack upon the general problem of jurisdictional control and adjudication.

One need only look about and ascertain the situation in which organized labor now finds itself.

For example, today we have a miner's union with bargaining rights over all employes in a shirtwaist making concern. We have longshoremen representing employes in a candy making concern. We have steelworkers representing bricklayers. We have machinists representing electricians. We have chemical workers representing textile workers, and textile workers representing jewelry workers. We have now reached the point where many internationals feel obliged to go out and organize and obtain NLRB certification regardless of charter rights and their own constitutional provisions.

Boiled down, it is a race to see who gets there first and obtains NLRB certification. *Such a situation, in our opinion, amounts to outright surrender to a Government Board of the basic and inherent authority and power vested in the American Federation of Labor.* No longer does our A. F. of L. Executive Council decide with authority which international has jurisdiction according to its AFL-granted charter—indeed not, these decisions now rest with a politically appointed Government Board.¹²¹

¹²⁰ The same is true with reference to the CIO which has essentially the same kind of jurisdictional problems as the AFL, although not in such numbers.

¹²¹ Statement of the General Executive Board of the United Brotherhood of Carpenters and Joiners of America, issued August 19, 1953, reprinted in *Washington State Labor News*, August 26, 1953, p. 3.

4) *Dave Beck*. Dave Beck's role must be included as one of the decisive factors in shaping the character of the Teamsters' jurisdictional relationships with other unions. Beck's significance lies not in any unusual approach, but rather in the consistency and energy with which he has applied the classic jurisdictional doctrine of American trade unionism. His attention has remained focused on the "nuclear" issues—the organization, development, and protection of the Teamsters' job territory; and he has moved skillfully and ruthlessly against any threats to that territory from other unions. Some indication of the effect of Beck's leadership on the West Coast is suggested in the case histories.

Interunion Power Relationships in Collective Bargaining

Most unions must from time to time decide whether to respect the picket lines of other unions. But it has been a source of special difficulties and controversy for the Teamsters Union. Refusal by the Teamsters to support other unions in disputes has given rise to severe criticism of that union and its leadership both within the organized labor community and within the Teamsters Union itself, for example in disputes with the Retail Clerks and the ILA in the Bay Area.

The special problems confronting the Teamsters stem from four factors: (1) The nature of the work performed under the Teamsters' jurisdiction, particularly general trucking, brings Teamsters into contact with virtually every picket line. The Teamsters usually have to choose between respecting the picket line or violating it. Neutrality is not an available alternative. (2) The power of the Teamsters may be the decisive factor in the outcome of a strike. Therefore, other unions, especially weaker unions in the distribution and services industries, tend to seek to "borrow" that power for assistance. (3) To respect a picket line often means to violate a collective bargaining agreement with an employer who is not a party to the dispute. In other cases it means violation of an agreement with the employer involved in the dispute with another union, if the Teamsters already have an agreement with that employer. (4) Where a major employer association elects to operate as a unit, a dispute may take on major proportions. If the Teamsters' refusal to haul through the picket lines is the key to the shutdown, the Teamsters may be regarded by the public at large and

by the employers as responsible for the consequences and costs of the strike.

In addition to these special difficulties, there are the usual difficulties and objections in respecting a picket line of another union: the loss of employment and earnings by the Teamsters' membership although they have no dispute, the judgment of the Teamsters' leadership that the demands of the union in dispute are unreasonable, and so on.

Therefore, the Teamsters Union pursues a tough, particularistic, conservative policy with respect to picket lines of other unions. Since the Teamsters' leadership regard themselves as exceedingly conservative and responsible in the use of their economic strength in connection with their own disputes with employers, they do not permit this power to be improperly or imprudently used by other unions through the device of the picket line and the doctrine of labor solidarity.

The policy developed by the Teamsters Union in interunion relationships has three main facets: (1) the doctrine of exhausting all procedures and alternatives before resort to strike, (2) the doctrine of rigid adherence to contract, and (3) the doctrine of protection of legitimate self-interest.

The first of these doctrines means specifically that the Teamsters Union has given standing notice to all unions that it will not regard as legitimate any picket line which has been established before the dispute has been referred to the appropriate AFL Central Labor Council and the picket line sanctioned by that body. This procedure gives all affected unions an opportunity to discuss the issues, to present their viewpoints, and, on occasion, to assist in working out a settlement.

The doctrine of strict adherence to existing agreements has the result that, even though the Central Labor Council may have authorized a picket line, the Teamsters Union will generally disregard it if necessary to fulfill the terms of an existing contract. Conversely, no picket line will be respected which is itself in violation of an existing agreement. This general policy is not always enthusiastically accepted or strictly followed at the local union level. Local unions are often inclined to respect picket lines where it is felt that the dispute is *bona fide* and a strike morally justified. At higher levels of rank and responsibility, however, different rela-

tive weights are accorded the principle of labor solidarity as compared with the principle of the sanctity of contract, and there is increasingly firm insistence on compliance with the general policy.

The doctrine of protection of legitimate self-interest means that the Teamsters Union reserves the right to protect its own essential interests, regardless of the technical legitimacy of picket lines, and even though no binding contractual obligations exist. To put it another way: in supporting or refusing to support the picket lines or strikes of another union, the Teamsters Union will be in part guided by the effects and consequences of such strikes on the Teamsters Union and its membership. This, perhaps commonplace, principle has led to some bitter interunion conflicts.

In the author's view, the Teamsters' intervention in the Boeing strike, for example, can be more validly explained in terms of protection of general self-interest than in terms of a conventional jurisdictional dispute. Jurisdiction undoubtedly played a part and the Teamsters Union explicitly rationalized its intervention in terms of jurisdictional claims over warehousemen. But the Teamsters' action can much more meaningfully be explained as an attempt: (a) to hasten the termination of an enormously costly, technically illegal strike which was seriously affecting the entire community, including some 20,000 Teamsters Union members; and (b) to get permanent control over the industrial relations in this enterprise so crucial to the economic welfare of the area. Beck repeatedly emphasized the danger that the Boeing Seattle plants would not get contracts or that Boeing operations might be moved out of Seattle entirely if "sound and responsible" union-management relations were not established. William Green emphasized the same point in his appeal to the Boeing employees to vote for representation by the Teamsters.

This interpretation obviously involves a broader meaning than is normally given to the concept of a jurisdictional dispute. If, however, the Boeing episode were to be defined as a jurisdictional dispute, it should be regarded as based not so much upon claims on warehousemen as upon the very broad jurisdictional claim or principle defined in the Teamsters International constitution wherein the claim is made over any and all workers "where the security of the bargaining positions of [any of the "normal" Team-

ster jurisdiction] requires the organization of such other workers."¹²²

The doctrine of protection of self-interest thus tends to become increasingly broad in its application. In some instances the Teamsters may approach the picket lines and disputes of other unions on the basis of the welfare of organized labor as a whole or of the general community interest. During World War II, for example, Teamster spokesmen made it clear that they would take a very dim view of strikes or picketing by another union.

Other Interunion Relationships

The characteristics of the Teamsters' interunion relations mentioned above are manifested also in relationships with other unions outside the immediate areas of collective bargaining and jurisdiction. There is the same particularism and concern over maintaining control of its own activities and over the application of its economic power.

City central councils often have great strategic importance in dealing with incipient local union-management disputes. They also may be important as agencies through which to deal effectively with municipal government and with the community at large. With the general concern of top Teamster leadership over stability and responsible unionism, the central labor council is understandably regarded as a particularly valuable device for influencing the policies of the AFL unions as a whole in a particular community. Further, the council may provide a tactically useful device through which strong member unions, such as the Teamsters, may pursue certain of their own immediate objectives in the name of the entire local labor movement. In specific disputes it may also prove advantageous to be able to exert influence on central labor council policy. Embarrassment resulted from failure to command such influence in the dispute between the Oakland Teamsters locals and the Longshoremen. In contrast, in Seattle the Teamsters have almost invariably been able to achieve formal endorsement and support by the Seattle Central Labor Council in comparable situations.

It is not unexpected therefore that the Teamsters play a strong role in such organizations. In Seattle the Teamsters Union has supplied the president of the council in all but three of the past 21 years, and has generally been perhaps the most influential member

¹²² Article II, Section 1.

of the council. Representatives of other unions have sometimes privately complained that, "the Teamsters want to run every organization they are in. If they can't run things they won't come in." In Oakland, where the Alameda County Central Labor Council openly criticized and opposed the Teamsters in jurisdictional disputes, the Teamsters local unions withdrew from the council for two years.

The same general analysis would apply to the AFL state federations, although somewhat different functions and issues are involved. The effective operation of the state federations of labor as the political and legislative arms of the AFL at the state level is of particular importance to the Teamsters because: (a) some of the major industries within their jurisdiction (*e.g.*, trucking, fluid milk) are subject to comprehensive government regulation, and (b) the Teamsters are particularly sensitive to restrictive union legislation at the state level, which typically tends to focus on secondary boycotts, jurisdictional disputes, the closed shop, exertion of economic pressure against self-employed persons, and the like.

In the late thirties, spokesmen of the Teamsters in the Northwest became increasingly critical of the Washington State Federation of Labor on the general ground of ineffective administration. Specifically the Teamsters proposed that the state federation move its offices from Seattle to Olympia (the state capital) and develop a competent staff to give constant scrutiny to the administration of the industrial insurance program and various other agencies and programs important to labor, as well as to lobby with the state legislature. In the annual convention of the state federation in 1941, the Teamsters (joined by the Retail Clerks and the Building Service Employees) formally presented a proposal to establish an office in Olympia and to appoint an additional executive officer to be in charge of the Olympia offices, responsible directly to the executive board of the federation. This was generally recognized as an attempt to get around the incumbent president. The proposal was not adopted by the convention, and the Teamsters, Retail Clerks, and Building Service Employees thereupon officially withdrew from the state federation. Beck explained the action of the Teamsters, saying that the Washington State Federation of Labor did not serve the interests of the Teamsters, and that they would use the money "poured" into the Federation to set up a separate

fund and open a legal, publicity, and statistical bureau in the state capital.¹²³

During the next four years, the Teamsters and the state federation clashed from time to time over candidates for state and national offices and over certain aspects of the state workmen's compensation program. In October 1944, the Teamsters led the Seattle Central Labor Council (and three other central councils in the state) in a formal repudiation of the endorsement of candidates made by the president and executive board of the state federation.¹²⁴

In 1946 a new president was elected by the state federation and there was some speculation regarding the reaffiliation of the Teamsters Union. This did not immediately occur, however, and within a couple of years disagreement arose over certain policy issues in state social insurance legislation and administration. The president of the state federation also gave moral support to the anti-Teamsters faction in a dispute with the Retail Clerks in 1948. And so the breach was never closed. The Teamsters Union has continued to operate its own system of liaison with the state agencies and the legislature. It likewise operates independently in its endorsements of political candidates and related political activity. In the summer of 1953, Beck was reported as making the following statement to a news reporter:

We still don't like the operations of the federation. . . . We are not going to be put in a position of being a minority and being outvoted on policies we do not believe are in the best interests of our people.¹²⁵

President Weston of the state federation has reciprocated in kind. In August 1953, in a letter to George Meany (released to the local press), Weston protested Beck's election to the AFL Executive Board in view of the Teamsters' failure to support and maintain the state labor movement and pointed out also that "there has been and still is raiding of other AFL unions going on in the State of Washington by the Teamsters, who boast of being the world's largest union."¹²⁶

¹²³ Dave Beck in *Proceedings, Western Conference of Teamsters, 1941*, p. 51.

¹²⁴ The State Federation Executive Board endorsed a former Seattle mayor and longtime enemy of the Teamsters as candidate for governor. See *Washington Teamster*, October 20, 1944, p. 1.

¹²⁵ *Seattle Times*, July 8, 1953, p. 9.

¹²⁶ *Seattle Times*, July 8, 1953, p. 9.

CONCLUSION

The chief characteristic of the Teamsters Union on the West Coast, and in fact throughout the country, has been its single-minded concentration on re-enforcing its strength and security. The extension and protection of membership, job territory, and institutional security are, of course, not objectives unique to the Teamsters; they are common to a broad segment of the American trade union movement. However, the Teamsters are atypical in the extent to which they have been able to accomplish these ends and in the ways in which resulting power has been utilized. As we have seen, the Teamsters are the largest and fastest growing union on the West Coast. From drivers and helpers, jurisdiction has spread to include any and all workers who might in any way jeopardize the security of the Teamsters' "normal" jurisdiction. From a position of considerable power Teamsters exert their influence over employers, other unions, and local politics.

By its nature the trucking industry offers to a union a choice of either insecurity and frustration or great power. It is in these alternatives that we find the key to the particular pattern of development of the Teamsters Union. From its beginnings until quite recently, the Union fought to overcome the problems which arise from the diverse industrial situations in which driving work is performed. As drivers represent a high percentage of total operating costs and as trucking not only is highly competitive internally but is forced to compete with other forms of transport, wages were often low and varied substantially from area to area and industry to industry. In addition, worker unity on a craft basis was impossible. The heavy construction driver had little job interest in common with the taxi driver; or the laundry driver-salesman with the garbage collector. In order to achieve effective solidarity it was necessary at an early stage to create an industrial union type of organization based on areas of common job interest and opportunity. Local unions of Teamsters were formed which accepted only general drayage drivers, milk-wagon drivers, laundry-wagon drivers, etc. Once organization took this form, greater security and stability were sought by absorption of inside workers and office staffs into the various industrial subdivisions.

But while the formation of a strong trucking union posed

initial difficulties, once organized the Union found itself in possession of extraordinary power owing to the importance of truck transportation in modern industry and trade. Most business enterprises are dependent, either directly or indirectly, upon trucking. Hence a union of drivers is in a position to bring pressure to bear upon a wide range of enterprises and industries, as regards not only the wages and conditions of those already members but also the future status of unorganized employees of related occupations. Furthermore, Teamsters found themselves in a position whereby they were able to organize and assimilate a wide variety of employees whose jurisdictional status was marginal or ambiguous but who were beyond the organizational reach of other less well placed and less powerful unions. This same strategic location and the power to bring economic pressure to bear effectively and in a wide area also, until recently, enabled the Teamsters to gain from the AFL official extension of chartered jurisdiction into such wide and populous occupational and industrial classifications as general warehousing, fresh fruit and vegetable canning, etc.

As a result of an all-inclusive pattern of growth, based originally on a desire to guarantee security, the Teamsters have been almost continually involved in bitter jurisdictional warfare. The core of the Union's jurisdiction (driver-salesmen, drivers, helpers, and warehousemen) cuts across virtually all industries and all sizes and types of enterprise. In many situations the jurisdiction of the Teamsters merges directly with that of another union. In few cases have the Teamsters been willing to compromise such territorial disputes, be the opponent CIO, AFL, or independent union. The fact that the Teamsters have at their disposal an unusual measure of economic strength is one explanation for their aggressiveness in jurisdictional matters and, of course, for their frequent successes. In the case studies covered above, we have seen that the Teamsters will protect their claims by whatever means are feasible or necessary. They have earned the wrath of most sections of the labor movement at one time or another by disregarding picket lines, conducting organizing campaigns behind picket lines, collaborating with employers against a rival union, recruiting personnel to replace strikers, and applying damaging secondary boycotts against rival unions and employers dealing with such unions. No matter what issue is at stake the security of the Teamsters is the first con-

sideration. The most sweeping uses of economic power by the Teamsters Union on the West Coast during the past 20 years have occurred not in connection with employers of Teamsters but against other unions. Too, some of the most serious internal strains in the Union over the years have developed around the policies and tactics adopted in interunion relationships.

It is obvious that institutional and jurisdictional security are no longer problems for the Teamsters. However, the "security first" pattern of behavior continues. Unfortunate as this approach may have proved to be so far as harmony within the labor movement is concerned, the effects have been highly favorable for those organized under the Teamster banner and not unfavorable for employers. Wages are high and conditions are good. Strikes are rare. Careful consideration is given each employer's ability to pay. In addition, the Union has been partially successful in its attempts to reduce cut-throat competition in trucking.

What is the outlook for this union which now has approximately 1,449,000 members across the nation and a treasury of almost \$35,000,000? Recent developments certainly indicate that the Teamsters may be moving toward more complicated quarrels within the labor movement in the near future. The Union refused to participate in the AFL-CIO no-raiding pact signed by 96 unions in 1954, on the grounds that several unions held groups of workers which should logically belong to the Teamsters. On the eve of the AFL-CIO merger which took place in December 1955, the Western Conference of Teamsters signed a mutual assistance pact with the International Union of Mine, Mill, and Smelter Workers, an organization whose charter had been revoked by the CIO for Communist domination. During the merger convention Dave Beck, who replaced Dan Tobin as international president in December 1952, threatened to secede immediately if his union was not allowed into the new CIO-dominated Industrial Union Department of the AFL-CIO. In the end the Teamsters were admitted to the extent of their industrially organized membership. Some months later the Eastern, Midwestern, and Southern Conferences of Teamsters signed a mutual aid pact with the racket-ridden International Longshoremen's Association which was expelled from the AFL in 1953. The fact that the AFL-CIO Brotherhood of Longshoremen had been preparing to launch a drive on the New York waterfront

points up the lack of unanimity which exists between the new federation and the Teamsters. There are likely to be strong differences of opinion in other fields also. A planned full-scale AFL-CIO industrial union drive in the retail field may well be blocked before it starts by the Teamsters' claim to approximately one-third of the industry. On the positive side, a recent separate Teamsters' pact with the Machinists has ended years of feuding; the new arrangement calls for joint efforts to organize automobile mechanics and cab drivers.

Internally the Teamsters have been suffering some disruptions of late. The last two years have seen a rash of indictments of Teamster officials for misuse of Union funds.¹²⁷ And apparently Beck's attempts to tighten central control of the International after the pattern of the Western Conference of Teamsters has led to much regional opposition. Rumors abound that James Hoffa, ninth vice-president of the Union and head of the Midwest Conference, is seriously challenging Beck's position. Hoffa, whose financial affairs have been brought into question by a congressional investigating committee, allegedly now controls three out of the four interstate Teamsters' Conferences and is said to be rapidly replacing Beck men on the Union's central leadership councils.¹²⁸ Both Beck and Hoffa deny there is a rift, but the character of several local struggles for power indicate that Beck- and Hoffa-appointed men do not see eye to eye. Frank Brewster, successor to Beck as head of the Western Conference, has not had to contend with serious opposition in his region, but the western Teamsters have not escaped trouble over the last few years. The Conference was shaken in 1955 by an exposé of mismanagement of Union welfare funds, a tangle in which Brewster himself was involved.

Thus, the Teamsters have major problems both internally and externally at the moment. Probably the more important question is what the relationship is destined to be between the Teamsters and the AFL-CIO. A recently proposed loan of \$400,000 to the International Longshoremen's Association by the Eastern, Midwestern, and Southern Conferences of Teamsters and a statement by James Hoffa that the Teamsters would support the ILA in any representation election with the Brotherhood of Longshoremen

¹²⁷ See *Fortune*, XLIX (May, 1954), 58, 60.

¹²⁸ See *East Bay Labor Journal*, March 9, 1956.

caused the AFL-CIO to question sharply the Teamsters' position within the federation.¹²⁰ The offer of a loan was subsequently withdrawn at a Teamsters Executive Board meeting at the end of March 1956, but support of the ILA was scheduled to continue. Aside from arousing the antagonism of the AFL-CIO, this action was not favorably viewed by the Western Conference of Teamsters. In a statement made on March 30, Frank Brewster said that his Western Conference might be led to break with the Teamsters and stay in the AFL-CIO if the International Union should be suspended for its association with racketeering on the New York docks.¹²⁰ Although Dave Beck claimed the pact was legal and that the Teamsters could not be forced out of the federation,¹²¹ five days before the AFL-CIO Executive Council was to consider action on the Teamsters-ILA issue, the ILA cancelled the controversial mutual assistance pact.¹²² Subsequently, at the annual meeting of the Western Conference of Teamsters the last week in June 1956, the WCT passed a resolution asking that all agreements between Teamsters and other groups be held up until reviewed and approved by the Union Executive Board.¹²³

Unquestionably, the Teamsters' membership in and cooperation with the AFL-CIO would do much to ensure the success of the merged labor movement. With the backing of the Teamsters, large groups of presently unorganized workers could probably be quickly brought into their various appropriate unions. However, if a separate course should be taken by the Teamsters, it is more likely that the federation will find itself involved in jurisdictional problems as serious as those which existed before the merging of the AFL and CIO. What path the Teamsters will finally take will become more evident as the two-year deadline for complete assimilation on all levels of the AFL-CIO approaches. Apparently, as evidenced by the actions taken in the disagreement over the ILA, an estrangement from the AFL-CIO is not at present believed to be advantageous.

¹²⁰ *AFL-CIO News*, March 3, 1956.

¹²⁰ *San Francisco Chronicle*, March 31, 1956.

¹²¹ *San Francisco Chronicle*, April 17, 1956.

¹²² *San Francisco Chronicle*, April 28, 1956.

¹²³ *San Francisco Chronicle*, June 29, 1956.

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