86TH CONGRESS
2d Session

SENATE

REPORT
No. 1139

FINAL REPORT

OF THE

SELECT COMMITTEE ON IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

UNITED STATES SENATE

PURSUANT TO

S. Res. 44 and 249

86th Congress

PART 1

FEBRUARY 26 (legislative day, FEBRUARY 15), 1960.—
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SELECT COMMITTEE ON IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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CONTENTS

	Page
Secondary boycotts	1
Findings—Secondary boycotts	68
Sheet Metal Workers International Association, Chicago area	71
Findings—Sheet Metal Workers International Association, Chicago area	95
Newspaper Industry, New York and Vicinity	96
Findings—Newspaper Industry, New York and Vicinity	128
Political campaign contributions by labor and management	131
Findings—Political campaign contributions by labor and management	137
Statement of Senator Homer E. Capehart	138

FOREWORD

The Senate Select Committee on Improper Activities in the Labor or Management Field presents herewith the first part of its final report, covering a portion of its activities during 1958 and 1959. This volume of the final report includes factual summaries and findings on four matters into which the committee inquired: (1) Secondary boycotts; (2) certain activities of the Sheet Metal Workers International Association in the Chicago area; (3) the Newspaper and Mail Deliverers' Union of New York and Vicinity; and (4) political campaign contributions by labor and management.

The remaining parts of the committee's final report will be filed with the Senate in the near future. These will include sections relating to other matters investigated by the committee during 1958 and 1959, specifically: (1) James R. Hoffa and the International Brotherhood of Teamsters; (2) Teamsters Local 777 in Chicago and its president, Joseph P. Glimco; (3) the criminal syndicate; (4) the United Automobile Workers, with particular reference to (*a*) the strike against the Kohler Co. of Kohler, Wis.; (*b*) the strike against the Perfect Circle; and (*c*) UAW Local 12 and its president, Richard T. Gosser; and (5) certain aspects of the coin-operated amusement and vending machine industry.

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Mr. MCCLELLAN, from the Select Committee on Improper Activities in the Labor or Management Field, submitted the following

REPORT

SECONDARY BOYCOTTS

Down through the years the complexities of secondary boycotts have triggered great controversies involving labor, management, the public, legislative bodies, administrative agencies, and the courts.

The problems associated with secondary boycotts were productive of complaints of improper activities on the part of both management and labor which led the committee to inquire into three specific situations over a period of 6 days in November 1958. Testimony adduced at the hearings demonstrated that the secondary boycott had been resorted to by some unions and that it had been accompanied in these cases by violence and other criminal activities. The boycotts, as well as the criminal activities associated with them, have resulted in economic loss to both employers and employees.

The criminal activities, of course, fall within the jurisdiction of State and local authorities, but the whole issue of secondary boycotts perpetuates a conflict between two basic philosophies. Deeply interwoven are the rights of workingmen and workingwomen to act in concert for their own protection and the betterment of their wages and working conditions. Basically, it has been the position of labor that anyone doing business with an establishment where a labor dispute exists becomes, in effect, an ally and in fact strengthens the hand of the struck employer against the union. Management, on the other hand, holds that these are neutral parties and in no way associated with the actual dispute and should not become the targets for penalizing action. The public interest frequently is submerged in the clash of these two philosophies, and legislative bodies, administrative agencies, and the courts have struggled for a judicious balance of the rights inherent in both.

Primary boycotts have been recognized under both common and statute laws and have been defined as a refusal to deal with or patronize a business.

But much of the difficulty with secondary boycotts arises from a lack of precise legal definition applicable to the varying techniques

in employment of the device, which is rooted, of course, in resort to economic pressure. In its simplest definition, a secondary boycott has been described as a boycott of one who is not a direct party to the principal dispute and as a combination to influence a principal by exerting some sort of economic or social pressure against persons who deal with the principal.

There have been judicial determinations that secondary boycotts are in the nature of conspiracies in restraint of trade and there are a number of States which have laws specifically making them illegal.

Under the Sherman Antitrust Act of 1890 the courts prohibited secondary boycotts as a restraint of trade in interstate commerce (*Danbury Hatters* case, 208 U.S. 274, and *Gompers* case, 221 U.S. 418).

The Congress, by the Clayton Act of 1914, specifically exempted normal, legitimate union activities from the Sherman Act, but even under the exemptions the Supreme Court of the United States ruled that certain union actions constituted an illegal secondary boycott (*Duplex Printing*, 254 U.S. 443).

Again in 1932 Congress, enacting the Norris-LaGuardia Act, gave unions broad protection against injunctions in secondary boycott cases, the principal effect being to deprive victims of secondary boycotts of the right to seek injunctive relief in the Federal courts.

When the Congress passed the Labor-Management Relations Act of 1947, commonly known as the Taft-Hartley Act, certain restrictions and bans against use of secondary boycotts by unions were incorporated in it.

The pertinent provisions are contained in section 8(b) which provides that—

> It shall be an unfair labor practice for a labor organization or its agents—
>
> (4) to engage in, or to induce or encourage the employees of any employer to engage in, a strike or concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is—
>
> (A) forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person;
>
> (B) forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9; * * *

The Taft-Hartley Act modified the possibility of injunctive relief to prevent irreparable injury, in that applications for such relief may be made, but only by the General Counsel of the National Labor Relations Board. At the same time, the Taft-Hartley Act, by reason

of the doctrine of Federal preemption applied to it by the Supreme Court, effectively prevents persons subject to secondary boycotts from obtaining injunctive relief in State courts.

The use of "hot cargo" clauses, especially by the Teamsters Union, has been one important method by which that organization has continued to use secondary pressure against certain employers for the purpose of carrying on its organizational efforts with respect to other employers. Essentially the "hot cargo" clause is an agreement between a union and a unionized employer that his employees shall not be required to work on or handle "hot goods" or "hot cargo" being manufactured or transferred by another employer with whom the union has a labor dispute or whom the union considers and labels as being unfair to organized labor. A considerable amount of litigation has arisen out of the Teamsters' effort to enforce these clauses by strikes. The "hot cargo" clause has been invoked on many occasions to prevent the transshipment of goods hauled by a trucking concern with which a union has a labor dispute or which it is trying to organize.

The committee selected seven cases for study. In these the Teamsters Union emerged as the predominant offender in all but one. In every case heard by the committee the boycotts were used to coerce workers into joining unions which they did not want to join. In none of these instances was the secondary boycott used for legitimate union purposes.

However, this is a most complicated subject. The committee felt it was difficult to insure that all points would be covered in the brief time allotted to this case. The committee does not contend that the following is an adequate discussion of the secondary boycott problem or of "hot cargo," but the testimony does serve to clarify some of the problems in this area.

As a preliminary to exploration of the secondary boycott problems, the committee heard testimony by James V. Constantine, Solicitor of the National Labor Relations Board, explaining some of the intricacies of the Taft-Hartley Act which are encountered in its administration.

Pressure to induce employees to strike is illegal, the Solicitor said, but when it is limited to the employer it is not. Pressure may even go so far as to threaten management with a strike or picketing, but the mere threat is not, in itself, violative.

One is not an employer under the act unless there are employees, the Solicitor explained, and excluded from "employees" are agricultural workers, railroad workers, Government employees, domestics, and independent contractors. Thus, if there is a union entirely of agricultural workers which engages in conduct barred by the act as an illegal secondary boycott, it would not be a violation because such a union is not a labor organization within the meaning of the act. Since Government employees are not under the act, the Government is not an employer. The same holds true in the case of a railroad.

With reference to the "hot cargo" clause, the NLRB has held that an employer may abide by it and that the union may approach the employer but, if he elects not to abide by the clause, the union may not tell the employees not to handle the "hot goods" or engage in a strike to enforce the clause. Constantine conceded that the NLRB viewpoint differs from that of the ICC, which has taken the position that the clause will not defeat an action for reparation by an injured carrier

and that any common carrier is required to receive and transport anything tendered to him by anybody if he has the facilities.

Constantine discussed the "common-situs" cases, which concern picketing at a site where persons or concerns having no connection with the labor dispute are also engaged in business, such as several tenants in a building, or several contractors and subcontractors on a building project.

Constantine said the Board rule covering these situations was that where A and B are together, and the union has a dispute with A, it may picket A, provided that it follows the rule in the *Moore Drydock* case which provides generally that (1) A must be engaged in his usual business at the site; (2) the picketing must be confined to the times when A is engaged in business; (3) the picketing must be as close as can be to A's place of business; and (4) the picket signs must clearly show that the dispute is with A, and A only. If these four conditions are observed the picketing is permissible even though its effect is adverse to B or C or any other person who is innocent and on the premises.

> Mr. KENNEDY. What about the situation regarding ambulatory picketing, where the pickets follow a truck and start picketing the business where the produce is being delivered?
>
> Mr. CONSTANTINE. Ambulatory picketing is another form of the common situs problem. In other words, the truck of an employer with whom the union has a dispute happens to be at the premises of an employer with whom the union does not have a dispute. In general the rules as to common situs picketing are applicable to ambulatory picketing, with this exception: If the primary employer has a place where the union can effectively picket, then the union may not engage in ambulatory picketing away from that place.
>
> Let us take an example: Employer A has a place whose employees are in dispute. If the union can effectively picket at the premises of A they may not follow that truck and picket while that truck is at the premises of B. If, however, on the facts—and it is usually a factual question—the union cannot effectively picket at the premises of A either because the employees rarely show up at that place or for other reasons, the Board has said that the union may follow those trucks and picket the truck, not the employer at place B, provided it conforms to the rules of the *Moore Drydock* case, which is that they shall stay as close as they can to the truck, the sign shall specifically say that the dispute is with the truck owner, and not the employer at B, and that they shall stop picketing as soon as the truck leaves (p. 15377).

The Solicitor explained also that an issue is presented as to when the picketing is "effective." The U.S. Court of Appeals for the Fifth Circuit has not accepted the Board rule in this regard. Thus the Board follows the court's decision in the fifth circuit but applies the Board rule in other circuits. The Board also has been confronted with the problem that two different panels of circuit judges within the same circuit will rule in different ways on the same question. This poses a real problem for the Board, particularly when the Supreme Court denies certiorari, as sometimes happens.

The Board has also taken the position, the Solicitor said, which has been upheld by the courts, that pressure applied to employees of a secondary employer not to cross a primary picket line is not a violation. He cited the example of a strike by a union at the Pure Oil Co. in Cleveland where the union wrote to employees of a shipping company in Buffalo asking them not to dock in Cleveland with any oil for Pure Oil. As a result of the letters, the ship did not leave Buffalo and the seller of the oil and the transporter were victims.

The Solicitor explained the nuances of a "consumer boycott." A store may be doing business with a mill with which the union has a dispute. A request by the union to the store not to handle the products of that mill is not a violation. If the union pickets the store with signs merely stating that any personnel entering the store is urged not to purchase the mill's products, that is a "consumer boycott" and is legal, but if the picket signs charge the store with being unfair, then the picketing is not lawful.

Another case, the Solicitor said, where there is no relief under the statute concerns so-called "allies." Ordinarily when A deals with B they are dealing at arm's length and picketing of B when there is a dispute with A is a violation, but sometimes the relationship between A and B may be so close that B is considered an ally of A. In that case, picketing of B also would be primary and protected.

> Senator CURTIS. Now, there is a situation where it is unlawful to apply pressure on several or a group of employees of a neutral employer but the law does not prohibit applying pressure on a few single key individuals that might bring about the same result, isn't that correct?
>
> Mr. CONSTANTINE. Well, the law says "employees," using the plural, must be induced. Obviously, if you induce only one employee or call him out on strike, it is not a violation.
>
> Senator CURTIS. Well, the law does have the words "concerted refusal," doesn't it?
>
> Mr. CONSTANTINE. "Concerted refusal," which means you have to have two employees. "Concerted refusal in the course of their employment," I think that is the phrase.
>
> Senator CURTIS. But a refusal on the part of one key employee might bring about the same result, from a practical standpoint?
>
> Mr. CONSTANTINE. It could, but it would have to be just one, because the Board has taken the position, Senator, that even though there is only one employee at one place, if there are employees at other places, the other employees may be added to that one to find a secondary boycott, and they look at the overall pattern and not just this one employer where there is only one employee induced (p. 15374).

The Solicitor also explained that if the "concerted refusal" occurs, as it sometimes does, outside "the course of their employment," then no violation results.

Roy J. Gilbert, president and owner of Southwestern Motor Transport, Inc., a common carrier freight line which operates in the southwestern part of Texas with headquarters in San Antonio, has been engaged in a running fight with the International Brotherhood of Teamsters for 8 years, he told the committee. Gilbert has been in

the trucking business since 1927 and, at the time of his appearance before the committee, operated about 135 pieces of equipment.

Gilbert's first labor trouble occurred in the latter part of 1950 when a picket line appeared outside the company terminal in San Antonio. After the picketing had continued for about a week, Gilbert said, a group of 8 to 10 men appeared one night at the terminal and attacked his on-duty employees, one of whom was Gilbert's son, then about 16 or 17 years of age. Gilbert testified he went looking for the man who attacked his son and the pickets did not appear after that.

> Senator GOLDWATER. Were these pickets men of your own employ?
> Mr. GILBERT. No, sir.
> Sentor GOLDWATER. They were pickets from outside?
> Mr. GILBERT. Yes, sir (pp. 15498–15499).

Gilbert was not bothered again until August of 1953, when he received a demand that he sign a contract from Raymond C. Shafer, business manager and recording secretary of Local 657 of the Teamsters, who claimed that the union represented a majority of his employees. Gilbert said he obtained a restraining order from the court in San Antonio and, during a hearing in the injunction proceedings, an agreement was made for a National Labor Relations Board election which was held on September 22, 1953, and resulted in a vote of 47 to 4 against the Teamsters.

For a year after, Gilbert said, he had no further trouble with the Teamsters, but on September 14, 1954, Shafer contacted J. C. Chandler, vice president and traffic manager of the company, asking for a reinstatement of M. F. Tijerina, an exconvict, who was a member of his local. At about that time, Gilbert said, he was extending the company's operations and—

> Shafer represented to Chandler if I would sign a contract, we would get a large amount of tonnage from the union-affiliated companies operating into San Antonio from the north.
>
> * * * * *
>
> Senator CURTIS. Did he imply that the union could direct freight where it should go?
> Mr. GILBERT. Yes, sir; he did.
> Senator CURTIS. I thought the shippers were supposed to have something to say about that.
> Mr. GILBERT. Well——
> Senator CURTIS. But nevertheless that took place?
> Mr. GILBERT. That took place. Under their agreement with the shipper, the union and the shipper, or the union and the operating trucklines, the shipper doesn't seem to have much to say about it.
> The CHAIRMAN. It was a kind of a hot-cargo contract?
> Mr. GILBERT. I believe that is what they call it.
> The CHAIRMAN. That is what it amounted to?
> Mr. GILBERT. Yes, sir.
> The CHAIRMAN. And if you would sign up, they could divert some of that business to you?
> Mr. GILBERT. That is right.

The CHAIRMAN. Otherwise you wouldn't get any of it, that was the implication?

Mr. GILBERT. That is right (pp. 15499–15500).

Three days after the Shafer-Chandler conversation, Gilbert said, a picket line appeared around the San Antonio terminal at a time when he was hospitalized. On September 20, 1954, Gilbert said, he went back to the terminal and Shafer told him "he had instructions to get a contract or else" (p. 15500). Shafer warned him, Gilbert said, not to put back to work 10 or 12 employees who had left their jobs or he would file an unfair labor practice charge.

Gilbert testified that he knew most of the men who left their jobs when the picketing started did so "on account of fear" and he said he asked Shafer to agree to an NLRB election but Shafer told him he would not consent to one "as he didn't have to." Gilbert went into court and got a 10-day restraining order, but as soon as the temporary order expired the picket line was back again. It took him more than a year before he was able to get the court to enjoin the union again.

While this was going on, Gilbert testified, Shafer told him that the Teamsters Union—

> could make me or break me. Mr. Shafer told us that the picketing was for recognition. Of course, we understood from this that they wanted a contract signed even though he admitted that the union did not represent a majority of the employees (p. 15500).

When the picketing started, Gilbert said, drivers for connecting carriers refused to cross the lines to pick up freight, so Southwestern had to go to the docks of the other carriers to effect the transfer of freight to and from Southwestern.

This, Gilbert testified, brought about ambulatory picketing where union men followed Southwestern's trucks to a customer's place of business and picketed the truck trying to pick up frieght, an obvious attempt to discourage customers from shipping via Southwestern. This was discontinued after NLRB investigation of a complaint Gilbert filed against the union.

Gilbert said the secondary boycott arising from the "hot-cargo" clause began on May 18, 1955, and halted interlining of shipments between Southwestern and Alamo Motor Lines, Best Motor Lines, Brown Express, East Texas Motor Freight Lines, Lee Way Motor Freight, Roadway Express, Southeastern Plaza Express, Strickland Transportation, Sunset Motor Lines, and Yellow Transit Co.

Attacks on Southwestern equipment began after the picketing started in September 1954, but the campaign of violence, sabotage, and terror became much worse after the "hot-cargo" clause was invoked on May 18, 1955.

Gilbert recited the facts of 17 specific instances of violence which occurred between May 26, 1955, and August 18, 1955, most of them designed to wreck Southwestern trucks and trailers in transit over Texas highways. The attacks consisted principally of throwing large rocks, Coca-Cola bottles or what Gilbert described as "flame bombs" at the windshields of the trucks or tractors from automobiles proceeding toward the trucks from the opposite direction. In one case, Gilbert

said, a large rock smashing through the winshield embedded glass in the eyes of the truckdriver and gashed the head of another driver riding with him, putting both men in a hospital.

On two other occasions, Gilbert asserted, rifle slugs were fired into the oncoming trucks. In one case splinters from a bullet struck the driver in three places, and in the other the bullet ripped through the radiator and timing-gear case, completely disabling the vehicle.

The August 18 incident, the last in the series, was the firing of three trucks at the McAllen terminal, a clear case of arson where a combustible fuel was poured on the ground beneath the trucks and then set afire.

Gilbert said he met Shafer the morning after his two drivers were injured by the large rock hurled through the windshield. Gilbert told him:

> I have two boys hurt last night and you know it. I want to tell you one thing, I have one son and he is driving those trucks sometimes at night. If that boy is maimed in any way, I am not going to ask nobody any questions. I am going to come down there and do something to somebody. I am going to get somebody (p. 15508).

Gilbert said the attacks on the moving trucks with rocks and fire bombs ceased as of that moment but that the shooting incidents and the burning of the trucks at McAllen occurred later.

One of the 17 incidents described by Gilbert was a severe beating administered to one of his employees for refusing to join the Teamsters. Two others concerned his dock foreman, John B. Morton, who was forced to call police for protection after Teamster members threatened to "get" him and warned him to quit his job and leave town.

The shooting stopped, Gilbert said, after the Texas Rangers came into the picture, and some of the marauding Teamster officials from other localities left the Rio Grande Valley for other parts. There were some arrests and the defendants are now awaiting trial.

> Mr. GILBERT. I would like to state that there have been others acts of sabotage which I have not recorded as to the dates when they took place. Several of our radios were damaged, cables, wires, and things were cut as well as ignition wires on our pickup and delivery trucks.
>
> The dirt and gravel was found in our gas tanks and motors.
>
> Several windshields on trucks parked on our lot at the San Antonio terminal were broken.
>
> As closely as I watched my personal car it got doped. On one occasion some marijuana cigarettes were planted on one of my employees' cars one night, and I can't help but think they meant that for my son.
>
> One night there were 38 tires with holes drilled in them. It looked like they had been drilled with a half-inch drill possibly, it looked like a brace and bit, wood bit, the way they jerked out the rubber and fabric.
>
> One tire was found with part of a 3/8-inch drill broken off. We found several trailer hitches disconnected, light wires cut in other trucks.

The CHAIRMAN. You have had many anonymous disturbing telephone calls?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. You finally had to restrict your home telephone number?

Mr. GILBERT. I did, sir.

The CHAIRMAN. Proceed.

Mr. GILBERT. We have a 200-foot radio tower down there. I would get calls, saying "Mr. Gilbert," friendly calls, "They are going to do this to you, or they are going to do that to you."

Employees, former employees' wives, would slip around and would call us. Their husbands would hear some things that they were going to do to the Gilberts, like cutting these cables, putting acid. If they would cut those cables and have that tower fall that could kill a lot of people.

Senator CURTIS. Where would they get this information? Would it be talked down at the union hall, or where the Teamsters men would congregate?

Mr. GILBERT. That is my understanding; yes, sir. A lot of these calls we would get were pretty rough, threats and every other thing (pp. 15510–15511).

Gilbert estimated the damage to his equipment by reason of the violence and sabotage at $10,000 or $15,000" and his loss of profits from 1954 to 1958 at "a good million dollars" (p. 15512).

Senator CURTIS. To boil it down, the reason for all of this, in your opinion, is because you would not sign a contract putting your drivers into the Teamsters Union when they didn't want to go in; is that right?

Mr. GILBERT. That is correct.

Senator CURTIS. Now, at any time, in your opinion, have the Teamsters represented a majority of your drivers?

Mr. GILBERT. They have not.

Senator CURTIS. How many elections have you had?

Mr. GILBERT. Only one.

Senator CURTIS. And at that time they only got four votes?

Mr. GILBERT. Yes, sir; that was in 1953.

Senator CURTIS. Have the Teamsters at any time asked for an election?

Mr. GILBERT. Not since then; no, sir.

Senator CURTIS. They agreed to that one?

Mr. GILBERT. Yes, sir.

Senator CURTIS. You were the first one to propose that; were you not?

Mr. GILBERT. Yes, sir.

Senator CURTIS. They got licked and only got four votes and since that time they have never asked for one?

Mr. GILBERT. No, sir.

Senator CURTIS. They have carried on this armed conflict with rocks, guns, gasoline, setting fires, and so on?

Mr. GILBERT. Yes, sir.

Senator CURTIS. How about these companies that boycotted you? In your opinion, were all of these unionized transportation companies and warehouses that refused to turn over freight to you, were they willing participants, do you think?

Mr. GILBERT. Well, some of them will tell you yes, but they would blame it on their drivers, their union contract, which had the hot-cargo clause.

Senator CURTIS. Were there any instances there where a shipper had sent some freight and had labeled it, or otherwise directed it over your specific routes that they would not give you?

Mr. GILBERT. Thousands of times.

Senator CURTIS. Still they would not give it to you?

Mr. GILBERT. Would not give it to me.

Senator CURTIS. They went along from 1954 up to the present time?

Mr. GILBERT. The hot cargo was applied in the middle of May and we got a restraining order in the State courts, in the early part of December.

Senator CURTIS. Of what year?

Mr. GILBERT. 1955.

Senator CURTIS. Then has there been a boycott since 1955?

Mr. GILBERT. Since we have had this restraining order they have had to accept our freight. It was served papers by the court.

I will say this: we sure have to fight to get our freight from them even now. You know, they cooperate with us 5 percent or 10 percent. The court says they are supposed to cooperate with you and give you freight, but you still can't make them.

I definitely think if it had not been for all this trouble we would be hauling two or three times the freight we are hauling today (pp. 15512–15513).

Gilbert testified that he sustained an operating loss of $37,838.72 for the last 7 months of 1955. After the restraining order was obtained from the Dallas court he was able to show profits of $6,232.73 in 1956, $34,443.49 in 1957, and $71,661 for the first 9 months of 1958.

Senator CURTIS. Your employees remained loyal to you and wanted to continue to work without a union?

Mr. GILBERT. I never lost a road driver.

Senator CURTIS. I believe you said you have really had more men than needed because you wanted to hold your people and provide them with jobs; is that right?

Mr. GILBERT. Yes, sir; they had been with us for so many years.

Senator CURTIS. I think that is commendable.

* * * * *

Mr. GILBERT. I would like to make a statement. I hope that if I do my boys dirty, I hope the good Lord strikes me down because they have stayed with me and I am thankful and grateful (p. 15515).

Testimony by Buck Owens, an assistant shop foreman for the United Concrete Pipe Corp. in Odessa, Tex., but for 10 to 15 years before that an employee of various unions, established for the committee the mechanics of the campaign of vandalism and terror perpetrated against Gilbert's freight carriers by the Teamsters Union.

Owens said that when Bob Kimbrell, an organizer for the Operating Engineers, moved from Odessa to San Antonio to take a job as an organizer for the Teamsters, he went with him, as did Kimbrell's nephew, William R. Springer. Upon arrival in San Antonio they were told by Raymond C. Shafer of the Teamsters that "the only way they could get the SMT to sign a contract would be to destroy the property, their trucks, or anything that belonged to the SMT Motor Lines" (p. 15517).

A plot was hatched, Owens testified, to plant Springer in Gilbert's organization—

> for the purpose of finding out the layout of the building, or to try to find out how to destroy merchandise, freight, with acid, pouring acid on the freight and ruining the freight and also to find out how would be the best way to bomb the building, blow it up, or burn it (p. 15517).

Owens said Shafer gave him the assignment to wreck trucks.

> Mr. KENNEDY. How were you to wreck trucks?
> Mr. OWENS. To throw bombs into the windshields of oncoming trucks, or rocks, or anything that would go into the windshield; or hand grenades, magnetic hand grenades, and stick them on the side of the truck. They would be driving down the road and it would blow up and explode (pp. 15517–15518).

Owens quoted Shafer as wanting to know where he could get some dynamite to blow up SMT, that he had some acid—"which he did have, I saw it"—that he wanted to use to damage merchandise, and he also wanted to knock an employee in the head some night "and write across his forehead" with acid.

Owens also testified that Shafer wanted him to shoot Gilbert.

> He said, "I have a rifle in Louisiana." He said it had a silencer. There was shrubbery and trees around Mr. Gilbert's home and a person could get in there and shoot him and kill him and they would never hear the shot. * * * I told him I would not do that, that nothing was worth a man's life (p. 15518).

Owens declared Shafer also offered him $200 "plus any financial cost I might have" if he would beat up Gilbert's son, and also talked about setting the Lee Way Freight terminal on fire because Lee Way Freight "was giving freight to the SMT Motor Lines and he didn't like that" (p. 15519).

At Shafer's request, Owens asserted, he stole 32 cases of dynamite from a powder magazine outside Odessa, with the help of his father-in-law, C. J. Deason. There were approximately 60 cases left in the magazine, Owen said, so he and his father-in-law set a long fuse and blew up the magazine to cover up their theft of the 32 cases which then were stored in a barn "in back of my mother's home." Owens

said Shafer paid him $800 for the dynamite and "evidently it must have come out of the union because he said he didn't have that kind of money" (p. 15520).

Owens testified he stole the dynamite on the night of December 26, 1954, and called Shafer the next morning to tell him he had some "rope and pencils and erasers" which he said referred to fuse, dynamite and caps. Shafer sent Springer to Odessa with a pickup truck, the dynamite was loaded into it and the cargo was camouflaged to make it look as though furniture was being transported.

Owens said the truck loaded with dynamite was parked in the yard of his home until Shafer rented a garage apartment on Summer Street in San Antonio from one Frank Gensberg under an assumed name. The dynamite was unloaded and "we put it in the shower, and we put some on the bed, and we had a big cabinet and we put a lot of it in there" (p. 15522). A special lock was put on the door.

Not long after that, Owens said, he learned that some Teamster officials in Louisiana needed dynamite, and 29 cases were loaded into a U-Haul trailer and turned over to two men Owens identified as R. B. Bunch and E. F. "Foots" Johnson at the El Montan Motel. This was the night, Owens said, when he received the $800 and he quoted Shafer as saying that he was keeping $200 for himself. Shafer then wanted to get rid of the remaining three cases, Owens testified, and "a boy named Eddie Hass" told Shafer he could get rid of it in Daingerfield, Tex. However, before it was taken to Daingerfield and buried, some of it was put to use.

Owens told the committee that plans were made to set fire to the terminal of Lee Way Freight and to dynamite the terminals of Alamo Freight Lines and Gilbert's SMT line. "We were to go to Austin and buy some whisky and get a cash ticket for it and be seen in Austin, and then come back to San Antonio and burn and bomb these places, and then return to Austin," Owens said (p. 15524).

This procedure was followed but the results were not as spectacular as anticipated, according to Owens' testimony. Hass almost was burned himself while setting the blaze at Lee Way but employees extinguished the flames before too much damage was done. They passed up the SMT terminal because there was too much light and they could not get near enough without risking detection, and when they threw the dynamite into the Alamo Freight Lines it did not explode because, Owens said, he purposely crimped the fuse so that it would not go off.

> Mr. KENNEDY. What was the reaction the next day, about the bomb not going off?
>
> Mr. OWENS. Well, Mr. Shafer said that the bomb did not go off, but it scared them enough that he thought he would get a contract out of them (p. 15525).

Owens said the dynamite was tied together with string taken from the venetian blinds at the apartment where the dynamite was stored.

Twelve other sticks of dynamite were used in an abortive attempt to bomb "some kind of a mercantile building" in Houston. This did not go off, Owens stated, because the fuse broke when it hit the sidewalk.

Owens testified that he participated in another dynamiting at a place called the Austin Fireproof Building in Austin but the same dynamite was not used for this job. The explosive in this case, Owens asserted, was supplied by Bob Kimbrell and Pat Davis, identified by Owens as an organizer for the Operating Engineers. Not much damage resulted, Owens said, because "the concussion of the dynamite went out instead of going in" (p. 15526).

Owens acknowledged that he had participated in the attempts to wreck Gilbert's trucks by throwing rocks and bottles "or whatever we may have in our hand" through the windshields of the trucks moving along the highways. He said the highway sorties were carried out in the cars of Shafer and Hass and that Shafer was along on several occasions as was Kimbrell.

> Senator CURTIS. Where did you get these hand grenades you were talking about?
>
> Mr. OWENS. Well, sir, Mr. Shafer told me he was getting them from Fort Sill, Okla.
>
> Senator CURTIS. From the Army?
>
> Mr. OWENS. Yes, sir; from a supply sergeant (p. 15527).

While he never saw Shafer with a grenade, Owens declared that Shafer at one time told him he wanted a grenade thrown into the home of Roy Gilbert. Owens also stated that he saw acid in the back end of Shafer's car on one occasion, and that he had been told that the throwing of rocks and bottles into the windshields of passing trucks was a tactic used in Louisiana and Tennessee. He remembered that one conversation dealt with a fatality that resulted in Louisiana.

Paul E. Kamerick, assistant counsel to the committee, interposed at this point with testimony that he inquired into this situation and learned that there was such an accident on the outskirts of Shreveport, La., on August 28, 1953. A bottle was thrown through the windshield of a truck, which then went out of control and crashed into an oil tanker proceeding in the opposite direction. The driver of the tanker managed to avoid a head-on crash and the impact ripped his tractor loose. By the time he was able to stop the tractor and return to the scene of the accident, the wreckage was in flames, and the driver of the truck, Billy Charles Greenwood, was trapped in his burning cab and died in the fire.

Owens disavowed any connection with the shooting of rifles at the trucks although he said he knew of the incidents.

> Mr. KENNEDY. Now, you testified in the trial of Mr. Shafer; did you not?
>
> Mr. OWENS. Yes, sir; I did.
>
> Mr. KENNEDY. It was in connection with Mr. Shafer in the possession of some of the dynamite; is that correct?
>
> Mr. OWENS. Yes, sir.
>
> Mr. KENNEDY. And he was acquitted; was he not?
>
> Mr. OWENS. Yes; he was.
>
> Mr. KENNEDY. During the period of time that you started cooperating with the Texas Rangers, while you were still carrying on, or Mr. Shafer thought you were friendly, during that period of time were there arrangements made for tape recordings of your conversations with Mr. Shafer?

Mr. OWENS. Yes, sir; there was.

Mr. KENNEDY. Now those tape recordings have never been used?

Mr. OWENS. No, sir; they have not (pp. 15529–15530).

The tape recordings were placed in evidence during the testimony of Shafer, who invoked the fifth amendment and pleaded possible self-incrimination after identifying himself as business agent for local 657 of the Teamsters in San Antonio. The recordings were identified by Zeno Smith, one of the Texas Rangers who furnished splendid cooperation to the committee during the course of the staff investigation. Ranger Smith said the recording of the conversation between Owens and Shafer was made on September 15, 1955, and the one between Owens and Hass was made on September 30, 1955, after arrangements had been made for Owens to cooperate with the rangers to break up the terrorism. The voices in the recordings were identified by Owens as being those of Shafer, Hass, and himself. In general, they fully supported Owens' testimony before the committee.

Shafer declined to answer when asked if he knew Dusty Miller, head of the Southern Conference of Teamsters, or if he had had any conversations with Miller about enforcement of the "hot cargo" clause in Texas.

Mr. KENNEDY. What I am asking you is whether the violence that has taken place in Texas and in Tennessee, and the fact that individuals who have gotten into difficulty in the Eastern Conference of Teamsters and in the Central Conference of Teamsters, who got into difficulty in their own locals, have ultimately ended up in the Teamsters positions of authority in Teamster locals in Miami, Fla. I am asking you if you know whether Mr. Miller is responsible for that.

Mr. SHAFER. I refuse to answer on the ground that the answer may tend to incriminate me.

* * * * *

Mr. KENNEDY. According to the testimony we had yesterday, one of the suggestions that you made to Mr. Owens, according to Mr. Owens' testimony, was that he take one of the employees of the trucking company and knock him unconscious, then take some acid and write the word "rat" across his forehead with the acid.

Did you make that suggestion?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Don't you agree with me that anyone who would give such orders as that is a "rat" himself?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Did you have any opinion as to what character of man that would be that would give such an order?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. I think the word "rat" would be complimentary, don't you?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. It would be insulting to the rat, Mr. Chairman (pp. 15333–15334).

One of the recordings covered the origin of the dynamite used by Owens in the Austin Fireproof Building blast as follows:

Mr. OWENS. Where did you get the dynamite?

Mr. SHAFER. I think it came out of Tennessee.

Mr. OWENS. Tennessee?

Mr. SHAFER. I think so; I believe that's where it come from.

Mr. OWENS. Did Johnson bring it down to you?

Mr. SHAFER. No; one of the boys over at Tennessee brought it to me on that particular deal (p. 15549).

Committee counsel asked Shafer if it was Glenn Smith or Hard-of-Hearing Smitty who brought the dynamite to him. Shafer declined to answer.

Mr. KENNEDY. When we had the Smiths up here before the committee, we heard testimony about them going into North Carolina and into Kentucky, as well as Louisiana when they were involved in violence and dynamitings. Now, we find that they also went into Texas, and that you sent some of your dynamite down into Louisiana as well. This was sort of an operation that covered the whole of the South; is that right?

Mr. SHAFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me (p. 15550–15551).

Another of the recordings reflected an admission by Shafer to Owens that he had paid a Mexican $25 to set fire to Gilbert's trucks at the McAllen terminal and the remark that for $50 he could get a murder committed.

The CHAIRMAN. Are you willing to pay $50 of your own money or of the union's money to have someone killed that may be in the way of the progress of the union's objectives?

Mr. SHAFER. I respectfully decline to answer on the ground that it may tend to incriminate me (p. 15559).

Part of the recording of the conversation between Owens and Shafer was the disclosure by the latter to Owens that the dynamite sold to Bunch and Johnson subsequently blew up in Louisiana.

Bunch and Johnson also invoked the fifth amendment when summoned to testify after Shafer left the witness stand. They refused to answer when asked about their signatures on the register at the El Montan Motor Court on January 4, 1955, or the U-Haul trailer lease contract dated the same day and signed by Johnson. The address given for Bunch and Johnson at the motor court turned out to be the headquarters of the Teamsters Union in Shreveport. The trailer was leased in San Antonio and returned to U-Haul at Shreveport. Owens had testified that he loaded this trailer with 29 cases of dynamite.

Paul E. Kamerick, assistant counsel to the committee, identified a report from the sheriff at Shreveport which described a "gigantic, mysterious explosion" on February 3, 1955, which left nothing but a hole in the ground near Summer Grove, about 100 yards south of Dead Man's Curve on old U.S. Highway 171. Neither Bunch nor Johnson would answer when asked if this was the same dynamite that they had transported from San Antonio, or if they knew who was responsible for throwing the bottle through the windshield of a Red Ball Freight Lines truck which resulted in the burning to death of Billy Charles Greenwood, its driver, in the subsequent crash with the oil tanker.

> Mr. KENNEDY. Could you tell us if the Teamsters Union was having a dispute with the Red Ball Truck Lines at that time?
>
> Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination (p. 15567).

About the only information elicited from Bunch and Johnson was that the former is an organizer for the Southern Conference of Teamsters and the latter is business agent for local 568 at Shreveport.

The testimony of Owens was further corroborated by William R. Springer, the nephew of Kimbrell, who said Shafer arranged for his release from work on December 27, 1954, so that he could join Owens at Odessa and bring the stolen dynamite back to San Antonio. About 2 weeks later Shafer gave him $50, Springer said.

After the dynamite was in San Antonio, Springer said that Shafer remarked, "We can give SMT hell now." He also confirmed Owens' statement about the hand grenades and said he heard Shafer declare, "Well, I have some hand grenades coming in that I think we can get from Fort Sill, Okla." (p. 15572).

> Mr. KENNEDY. What did he want you to do with the hand grenades?
>
> Mr. SPRINGER. He wanted to use them on Roy's trucks, his equipment, and he wanted Buck to take one and throw it into Roy's home.
>
> Mr. KENNEDY. Roy being who?
>
> Mr. SPRINGER. Roy Gilbert (p. 15572).

Springer also testified that he heard Shafer make the proposition to Owens for the shooting of Gilbert with the rifle Shafer said he would get from Louisiana and he quoted Owens as replying, "None of this is worth taking a man's life."

Springer said he helped "case" the Lee Way, Alamo and SMT terminals for the arson and dynamiting jobs but managed excuses that kept him out of actual participation, with the one exception of the Austin dynamiting where, he said, he drove the car. He also confirmed Owens' testimony that Shafer sent him to work for Gilbert to find ways and means of damaging Gilbert's business. Springer said, however, that Shafer forgot to tell Charlie Trevino, a union organizer, about the plot and Trevino ordered him to quit a couple of hours after he went to work. Springer asserted that he did not participate in the smashing of windshields with rocks, bottles and fire bombs.

> The CHAIRMAN. How did you come to get mixed up with this fellow Shafer and undertake to do his dirty work?

Mr. SPRINGER. Well, it is kind of—I think the biggest thing is I didn't have guts enough to go against it and bear up to it, that is the real reason.

The CHAIRMAN. Were you ordered to do these things?

Mr. SPRINGER. In a roundabout way; it was either do the things, or I was out of a job, or I could have possibly been hurt, and there were some people that have been molested and some of their family have been hurt over those things. I was scared, to be honest with you.

The CHAIRMAN. When they ask you to do these things, they make a pretty strong suggestion, if you show any reluctance?

Mr. SPRINGER. They leave an impression that it is not easy to miss.

The CHAIRMAN. You don't misunderstand them?

Mr. SPRINGER. No, sir.

The CHAIRMAN. So you got in by reason of that and got out of it as quickly as you could; is that what you are trying to say?

Mr. SPRINGER. Yes, sir; I did.

The CHAIRMAN. Do you want to have any part in bombing business places and trucks and burning them or killing anybody or hurting anybody? Did you want to have any part in that?

Mr. SPRINGER. No, sir; I didn't. I couldn't see it from the start, but I just got told to do it or pulled into it, you might say, in one way or another, and another thing, I blame myself for not standing up then and telling them what I thought about it.

The CHAIRMAN. You don't look like one of these muscle thugs that they send around to do these things. You don't look like that kind of a character. You know plenty of them, I guess, do you?

Mr. SPRINGER. Yes, sir; I know them, and I have seen a few of them around.

The CHAIRMAN. You have seen them, a few of them around here since you have been in this witness room?

Mr. SPRINGER. Yes, sir; that is right (p. 15577).

Edward Hass, summoned to the stand after Springer completed his testimony, identified himself as a truckdriver for the Strickland Transportation Co. and said he resided in Dallas. He then proceeded to invoke the fifth amendment.

Ranger Smith identified the recordings of the conversations between Hass and Owens which he said were made at the Eastern Hills Motel in Dallas on September 30, 1955. In substance they corroborated Owens' testimony that Hass had been his partner in crime in the arson and dynamiting campaign.

Smith also identified pictures of the dynamite uncovered near Daingerfield where Owens said it was buried. Smith testified that Owens also pointed out to him the garage apartment where the dynamite was stored in San Antonio before it was taken out and buried.

Assistant Counsel Kamerick placed in the record an affidavit secured from Frank Gensberg, owner of the property, which described how Shafer rented the place under an assumed name and identified

Shafer and Owens, who also used an alias, as the men he had seen and talked with. The affidavit also placed the U-Haul trailer at the apartment and related how Gensberg found the venetian blind cord missing after the apartment was vacated. This confirmed Owens' testimony that he used such a cord to tie together the dynamite that was thrown into the Alamo Freight Lines terminal.

Another Texas trucker, who spent almost 4 years in a continuing battle against the Teamsters and the "hot cargo" clause before a governmental agencies and the courts, testified at length before the committe. He was Desmond A. Barry, president of Galveston Truck Lines, a small, irregular route common carrier with headquarters in Houston and a terminal in Oklahoma City. He became president after his father's death in the fall of 1954 and almost immediately became a target for Teamster demands.

Local 886 in Oklahoma City demanded a contract covering his pickup and delivery drivers, Barry said, and he went to Oklahoma City where he had only one driver and signed a contract for him.

In February of 1955, Barry said, he was surprised to learn from his general manager that the company had been paying dues to local 968 in Houston despite the fact that there was no contract covering his Houston employees or the over-the-road drivers. He ordered the payment discontinued. Within a short time, Barry declared, "a contract was thrown on our desk and we were told to sign it." But Barry balked in the absence of any proof that the union did represent the employees. He said he did agree to a meeting with the union at the Southern Conference of Teamsters headquarters in Dallas and was served with an ultimatum that a signed contract had to be delivered by the following Tuesday morning at 8 o'clock.

Meanwhile, Barry testified, Randy Miller of local 968 and W. W. Teague from the Southern Conference headquarters were invited to a meeting of his employees. Barry asserted that "at that meeting they told the employees they didn't care what they wanted, that they were signing a contract with me, not them" (p. 15600).

> Senator ERVIN. That may be orthodox unionism, but it certainly is peculiar law, that the agent of the principal does not care what the principal wants, but the agent makes a contract irrespective of the wishes of the proposed principal.
>
> Mr. BARRY. I was very naive in those days, but even then it looked peculiar to me.
>
> * * * * *
>
> Mr. BARRY. During that meeting I asked any of our employees if they wished to question those members of the Teamsters Union that were making these demands. They did not seem to wish to, so I asked the specific question: "What will happen if one of my employes does not desire to belong to the Teamsters Union?"
>
> He said, "Then he wouldn't haul any freight for Galveston."
>
> I said, "Whoa, wait a minute. What about the Texas right-to-work law?"
>
> He said, "Well, I didn't mean it that way. What I meant was that he would probably have trouble loading or unloading in Oklahoma."

He said, "You must remember, we are working very closely with the Stevedores Union, and they are a mighty tough bunch."

So to the demands we now had some very thinly veiled threats. Nevertheless, they left when they saw that our drivers were getting a little unhappy with them.

I asked my employees if they wanted the union to represent them. They said, "We do not."

I said, "That is all I need to know. I will not force you into a union against your will."

The CHAIRMAN. About how many employees were at that meeting?

Mr. BARRY. There were, I would imagine, about 15 or 16 at that time.

The CHAIRMAN. What was the total?

Mr. BARRY. Our total driver employment at that time, over-the-road drivers, would be somewhere in the vicinity of 20 or 25 drivers.

The CHAIRMAN. There was a majority present?

Mr. BARRY. Correct, sir.

Following that we began to get additional demands for us to sign a contract, but we ran into a peculiar circumstance. These demands were no longer coming from the local 968 in Houston, our corporate headquarters, but suddenly were beginning to come to us exclusively from local 886 in Oklahoma City. At that time I knew of no employee of ours who belonged to local 886.

The demands continued. They were accompanied by threats of economic pressure.

I had my attorney, Jim Saccamanno, send a letter to them, suggesting to them that they petition for a representation election, and if that election indicated that they did represent our employees I would sit down and bargain in good faith.

That letter was first sent to 968 in Houston. A duplicate of the letter was later forwarded to local 886 in Oklahoma City, and neither one has yet been replied to.

Nevertheless, on April 18, 1955, a secondary boycott was invoked against us at Oklahoma City.

On the previous day, the one pickup and delivery driver that I referred to, who was contracted to the local in Oklahoma City, was instructed by the union not to report to work. As soon as that was reported to me, I told my Oklahoma City manager to get him on the phone and tell him to get to work and start hauling freight.

He immediately followed those instructions, and did work from then on. My employees in Houston kept right on operating.

The secondary boycott was invoked against us under the "hot cargo" clause, of course, but to me there were very peculiar circumstances to the invoking of that boycott. There was no notice officially put out by the Teamsters Union, to any of the motor carriers that were involved in the boycott (pp. 15600–15601).

Barry explained that his company's operation called for interchange or interline of freight at Oklahoma City where it was destined for points beyond that city, but all carriers there refused to accept freight tendered by his company. He said he personally went to Oklahoma City and "I started at the bottom and worked up. I took every employee on every dock of every truckline, went to his supervisors, to his manager, and got to the vice president of the company, if he was present. In each instance the refusal was by each individual" (p. 15602).

Mr. BARRY. On tenders that I made to Chief Freight Lines, for example, I had visited some of the other motor carriers. I was being refused here and there. I was attempting to get some carriers to accept the freight so that I could immediately phone the rest and say, "Do you want your competitor to get all your business?"

We took an 82,000-pound shipment over to Chief. They accepted the 82,000-pound shipment after they had refused many smaller less-than-load shipments. I then demanded that they take the less-than-load shipments, ordered my office to send the truckloads back there with every pound of freight that would go over the lines to that carrier. They said they couldn't take it. And this was the vice president of the company, Mr. Hoffheintz, that was making the statement.

I said, "Why can't you take the freight?"

He said, "We have a real, tough dock steward."

I said, "I am not tendering it to him. I am tendering it to you."

He said, "We can't take it."

I said, "Let me suggest, sir, that you carefully look into what you are doing, because you are obviously discriminating one shipper against the other. This is not our freight. This is the public's freight that we are hauling. Your refusals, therefore, are not only a secondary boycott of us, but to the shippers who are tendering the freight to us as the originating carrier. I would suggest to you that you now get your attorney and have him advise you properly."

He went to the telephone and called, and came back laughing, and said, "The Teamsters Union said it is OK for me to take it."

I am sorry, but I blew up. I said, "Who in hell is running your truckline, you or the Teamsters Union?"

Nevertheless, I pointed out to him then what he was getting into. He said, "What are you going to do, sue me?"

I said, "I will do what my attorney suggests under the circumstances. I am just getting the facts." I said, "Now, I want to know why you will take one shipper's goods and refuse another."

He said, "Well, I will tell you why I am doing it. The union says I can take the last shipments that were on the road."

I said, "For your information, the shipment that you have accepted has a later date than all of the other shipments I am tendering to you. Now, will you accept the earlier shipments?"

He said, "No, I am not going to accept them."

I said, "That is all I want to know, sir."

Senator ERVIN. These companies base the boycott of the freight handled by your company on the hot-cargo clause in their contracts with the Teamsters?

Mr. BARRY. Correct, sir.

Senator ERVIN. And the Teamsters apparently invoke these hot-cargo contract provisions solely because of the fact that you had refused to compel your employees to join the Teamsters?

Mr. BARRY. I would say it probably is a great deal more serious than that, sir.

Since then, innumerable individuals, including members of the Teamsters Union involved in our case, have advised me, "We did not go after you to organize you. Your competitors forced us to" (pp. 15603–15604).

Barry testified that the "hot cargo" secondary boycott was in effect from April 18 to 29 before the Teamsters sent a notice to the motor carriers that Galveston Truck Lines had been declared officially unfair although—

not a single employee of Galveston Truck Lines was on strike, not a single one ever went on strike or on the picket line. We had no picket line. (pp. 15604–15605).

Early in May, Barry declared, he launched a two-pronged attack against both the union and the carriers. He filed an unfair labor practice charge against local 886 of the Teamsters with the NLRB regional office at Fort Worth and secured emergency temporary authority from the Interstate Commerce Commission to provide the service that the other carriers were refusing to provide in the boycott area, and followed up with a formal complaint charging the boycotting carriers with a violation of their certificates "in that they were refusing to provide a continuous adequate service to the public. That was filed with the Interstate Commerce Commission here in Washington. It was sent back as being 'improperly prepared'" (p. 15605).

On May 9, Barry said, he received a query from M. & D. Motor Freight Lines at Oklahoma City as to whether Galveston Truck Lines was being picketed. This aroused his curiosity and he learned from other conversations that the information had been transmitted to Dallas, then to the chairman of the association negotiating committee who was supposed to contact Hoffa in Chicago. Barry said he alerted the NLRB. The next morning pickets showed up.

Next, Barry declared, the ICC notified him that the emergency temporary authority was not going to be extended so he flew to Washington where he filed a petition for reconsideration and refiled his complaint against the carriers. This won him another 15-day emergency temporary authorization. At the same time the NLRB instructed the regional office at Fort Worth to proceed against the Teamsters at Oklahoma City in an injunction suit.

A week later, Barry said, the Teamsters and the NLRB reached a settlement agreement under which the Teamsters "would cease and desist from the illegal practices that they were denying they had en-

gaged in." Barry said he refused to sign the stipulation because he was after a court test of the legal issues involved, including the validity of the "hot cargo" clause, but the NLRB dismissed his formal protest against acceptance of the settlement agreement.

Barry testified that the ICC did set up a hearing on his formal complaint that the motor carriers who were refusing Galveston's freight were violating their certificates. An examiner recommended in 1956 that a cease-and-desist order be issued. The opposition resorted to various appeal procedures and the issue finally came before the entire 11-man Commission in the fall of 1957. The ICC, by unanimous decision, upheld the examiner's recommendations in a decision in December, Barry asserted, which held that a common carrier may not contract away its duties and obligations to the public and thereby relieve itself of such duties and obligations, but that further than that there is an absolute requirement that a motor carrier provide service for any circumstance short of an act of God or the common enemy.

Barry said the decision "was the finest Christmas present that the shipping public of this Nation ever got," and was followed by comparable decisions by several State regulatory bodies. But, declared Barry, the carriers involved fought to restrain the cease-and-desist order in the Federal courts. The issue is now headed for the Supreme Court of the United States on appeal.

Barry also testified that a damage suit was filed against the offending carriers in which—

> we alleged that there was a conspiracy and collusion in restraint of trade or commerce in that a group of motor carriers had banded together and had, together, negotiated a contract with the Teamsters Union with the hot-cargo clause, and that their actions in so doing were a restraint of trade or commerce, particularly when they then did invoke that boycott. That was heard in the Federal district court in Oklahoma City. On the basis of law, the decision was that we had not proven that a conspiracy existed in fact, but that we had proved an illegal act on the part of the carriers, and should proceed for simple damages against them.
>
> We were and are particularly anxious for a decision that this sort of practice is a restraint of trade or commerce, in violation of the Sherman Act, because then subjecting the pocketbook of those who would restrain trade or commerce to treble damages would certainly make them think twice before they would invoke such a boycott action (p. 15611).
>
> * * * * *
>
> Senator CURTIS. May I ask at this point, this question: This ruling of the ICC in effect says that the hot-cargo clause in contracts is invalid; is that correct?
>
> Mr. BARRY. Correct, sir.
>
> Senator CURTIS. In just what way does that ruling, standing alone, fail to meet the problem without some implementation by some other source, from a practical standpoint?
>
> Mr. BARRY. I think it fails completely.
>
> Senator CURTIS. I want that in the record and your reason.
>
> Mr. BARRY. My reason for so stating is because any victim

of a "hot cargo" secondary boycott such as we were inflicted with must pursue the same tactics that we have in the manner of a formal complaint which must be investigated. A hearing must be held. The defendant carrier naturally must be entitled to his opportunity to say "yea" or "nay," this did or did not happen.

In the meantime, the freight of the shipper is cut off and he goes broke. What protection is there? I think there have been many instances where victory has been won after the man has been out of business for years.

Senator CURTIS. I know of a number of cases of that, and that is what I wanted the record to show, that while it is a decidedly important decision that was made, it still leaves individual, small business concerns and business concerns of all size, of either submitting to the demands or spending months and years and thousands of dollars to resist only to find that their business is gone by the time they win a victory; is that correct?

Mr. BARRY. That is correct, sir, and I might go further, Senator, and say that the little Galveston Truck Lines is a small corporation. As a small businessman, I know the burden financially of one of these fights. We have enjoyed the scrap but we sure couldn't afford it (pp. 15612–15613).

Barry declared that the secondary boycott invoked against his company cut its business by half and charged further that—

> even today shippers who desire to use our services will route movements for interline with us at Oklahoma City going to Houston and we never get them. The originating carrier delivers it to a competitor and ignores the routing on the bill of lading (p. 15614).

To support his charge, Barry introduced an affidavit he obtained from Ray J. Hughes, a former organizer for Teamster Local 886 in Oklahoma City, in which Hughes related that a group of carriers was responsible for the Teamster campaign to force Galveston into a contract. Barry blamed the antagonism of the opposing carriers on the fact that Galveston refused to go along on freight rate increases before the tariff bureau.

Mr. KENNEDY. Certainly it has been a trend of the Teamsters Union to move against the small trucking companies in the United States. Most of the larger trucking companies are signed up. So, if these small trucking companies go out of business, that just means more business, perhaps, for them. At least from our investigation we haven't found that they have been reluctant to enforce the "hot cargo" clause.

Mr. BARRY. It might be interesting to pursue how many small carriers have been forced into mergers with the larger carriers by collusion and conspiracy between the larger competitor and the union.

Mr. KENNEDY. I think that is particularly true, from what we have found, at least, in the Central Conference of Teamsters, where many of the small trucking companies in the United States are going out of business.

Mr. BARRY. This is one that likes this business. Even if we don't make any money out of it, we are having a lot of fun.

Senator CURTIS. Before we leave the court decisions and the ICC decisions, though we could go on indefinitely discussing the details of it, the fact remains that neither the courts nor administrative agencies have provided an adequate remedy and protection of the premises, have they?

Mr. BARRY. I think that is quite obvious.

Senator CURTIS. I wanted the record to have your opinion on that because, after all, our purpose in gathering this information is for legislation purposes.

Mr. BARRY. Correct, sir. Well, my appearance here is for the specific purpose of pointing out that we pursued every legal remedy that we knew of, and still have not outlawed the practice. I think it is an interesting point. The reasons for the boycott are a little bit more complex, but I think it is important also to bring out, because I have been charged by many people of being antiunion.

I am not antiunion and never have been. I would stand up at any time and protect the rights of an individual not to belong to a union, if he so desires. But I will also stand up and fight for his rights to belong if he wishes to belong. That is his individual choice and he has that right (pp. 15622–15623).

Barry concluded his testimony by telling the committee that Galveston Truck Lines, after receiving a request from a group of shippers in St. Louis, filed an application for certification to provide the service that the boycotting carriers were refusing in an area "roughly equivalent to the Louisiana Purchase."

We wanted general authority to serve towns over all of those highways where these carriers would not serve. We put this clause in the application, that if the carriers presently certificated to serve this area will certify to the Commission to provide the service authorized by their certificate, we will amend or withdraw this application.

Not one of them certified to the Commission that they would serve. The Commission set up a prehearing conference on that issue. Some 150 motor carriers were in appearance or represented by counsel at that hearing in Dallas, Tex. Not one single carrier at that time, as represented by Counsel, would say that they would serve.

That hearing, though, has never been set on that application (p. 15624).

The committee found a tragic contrast with Barry's case, however, in its review of the case of Tom Coffey, former owner and operator of Coffey's Transfer Co., with headquarters in Alma, Nebr. Coffey, too, fought the secondary boycott imposed by the Teamsters, won every legal battle before the courts and the NLRB, but lost the war—and his business—as the morass of litigation slowly strangled it to death.

Coffey started his company as a one-truck operation in 1929 and increased the scope of its operations to the point where it was serving

small towns in the western part of Nebraska and Kansas by bringing freight from Omaha, Lincoln, and Hastings. By 1955 he was employing more than 20 drivers and his payroll was the biggest in Alma, a county seat town of 1,750 persons. In addition, he was a sizable purchaser of supplies, important to the general economy of the community.

Coffey testified that the Teamsters Union first contacted him in August 1955 with a claim they represented a majority of his employees. He agreed to meet with union representatives and told them to bring with them the evidence of representation. He met on August 24 with William Noble, official of the Teamsters in Grand Island; Albert Parker, official of local 554 in Omaha; and Robert Barney Baker, the behemoth from the international who is one of President Hoffa's chief lieutenants. They produced seven cards, or about one-third of the total of his drivers.

Coffey said he pointed out this lack of majority but—

> they gave me to understand that that didn't make any difference, and they didn't have time to sign up my men and they were going to organize me from the top down (p. 15626).

Coffey told them he would insist on an NLRB election, according to his testimony, and—

> they informed me that if I did, that they would stall any election that I might insist on until I was bankrupt anyhow (p. 15626).

Coffey asserted that two employees whose signature cards were presented by the union later told him they never signed the cards. "The others I did not question, and they didn't volunteer any information. I don't know but what part of them were good and part of them were probably forgeries," he added (p. 15629).

On or about September 17, Coffey said, he was contacted by a reporter for the Omaha World-Herald who quoted Baker as having said, "If Coffey isn't here by tomorrow morning and signed up, we are going to strike." The only meeting between him and the union representatives had been the one on August 24. On the morning of September 20, three pickets showed up in front of the company's establishment in Omaha. The secondary boycott went into effect shortly after that, followed by vandalism and threats.

Coffey testified:

> We had tires slashed, punctured with ice picks or similar instruments, and we had the wiring torn out of trucks, and king pins were pulled so that you would drop trailers, and on one occasion a load of butter was raided inside of a public garage and the contents was scattered all over the floor.
>
> * * * * *
>
> The telephone calls were principally to my employees and to the wives of my employees. They were threatening my employees' children, for instance, "If John doesn't quit working for Coffey's Transfer, something is liable to happen to that kid of yours as he comes home from school," and that sort of thing (pp. 15627–15628).

On September 26, Coffey said, he filed a petition with the NLRB requesting an election, to which the Teamsters objected.

Then began a long series of maneuvers in keeping with the Teamsters' threats to stall. On October 11, the NLRB regional director sent out a notice postponing a hearing on the petition from October 20 to October 25. The next day, October 12, brought a visit by Dick Kavner and Pete Capellupo of the Teamsters local in Lincoln, Coffey said, with a proposal that he sign a contract covering only the Lincoln and Omaha phases of his operation. Two days later, Coffey declared, he filed an unfair labor practice charge against the union because the secondary boycott had, by this time, reduced the amount of freight his line was handling almost to the zero point.

Coffey testified that the union next called a strike against Darling Transfer in Kansas City because it had continued to turn freight over to his company "and there was a strike in Minneapolis against the Des Moines Transportation Co. for the same reason." Both of these strikes ended when the companies agreed to suspend any further interlining of freight with Coffey Transfer.

A hearing on the petition for a representation election finally was held on October 25 and by this time the union was demanding that it be confined to Omaha only. Meanwhile, the NLRB investigation of the unfair labor practice charge was being conducted. On December 7, the Teamsters agreed with the NLRB not to induce its members to engage in the secondary boycott activity, and on December 19 all parties agreed to an election covering Omaha on December 29, Coffey asserted.

But the election timetable took another buffeting in the meantime as Coffey and Clark Bros. Transfer Co., of Omaha, notified the NLRB that the Teamsters Union was violating the settlement agreement signed on December 7, and the union countered on December 27 with a charge against Coffey that he had committed an unfair labor practice. This postponed the election, but the NLRB found on January 18, 1956, that the allegation against Coffey had not been substantiated and the election was held on January 24.

Coffey said that, although he had tried for an election covering his entire operation, the NLRB held the election only for the Omaha phase. This resulted in four votes against the union, none for the union, and three challenged votes that were not counted.

On January 27, 1956, the union requested a review of the regional director's decision relating to the unfair labor practice charge against Coffey, and on February 16 the NLRB General Counsel in Washington upheld the regional director's findings that the charge had not been substantiated.

On that same day, Coffey testified, the regional director found that the union violated the boycott provisions of the Taft-Hartley Act and sent a complaint to the Board in Washington which was first set for a hearing on March 13 but later postponed to April 17.

In addition, the Teamsters Union fought a delaying action on two other fronts by throwing the election issue into the courts. On January 26, 1956, they secured a temporary restraining order in the U.S. District Court in Nebraska to halt the processing of the election results by claiming that the provisions of the Taft-Hartley Act barring strikers from voting in a representation election were unconstitutional.

This action was dismissed on February 13, but the Teamsters then turned to the U.S. District Court for the District of Columbia, which issued another temporary restraining order. The terms of this order allowed the Board to go ahead with the counting of the votes but enjoined any certification.

Coffey testified, however, that he went out of business on March 1 and liquidated by March 30, realizing about one-third of the value of his business. He estimated that his loss was about $50,000 on top of his operating loss by reason of the secondary boycott and his loss of future earnings. The NLRB ruling that the Teamsters Union had received no votes was handed down on April 3.

Mr. KENNEDY. So you were sustained both in the election and in the secondary boycott, but both of these decisions came to you after you were out of business?

Mr. COFFEY. That is right. I never lost a case before a Federal court or before the NLRB, but I lost my business.

Mr. KENNEDY. You won everything, but lost your business?

Mr. COFFEY. That is correct.

Mr. KENNEDY. That was because of the various appeals and the various delaying tactics of the Teamsters Union during this period of time. They were found wrong in everything but they were able to put you out of business?

Mr. COFFEY. That is right, because of the effectiveness of their boycott while they were stalling, just exactly as they promised me they would do (pp. 15639–15640).

* * * * *

Senator CURTIS. Do you think that if efforts to organize and to be recognized and enter into contracts had been left to the people who actually worked for you, that you would have found a satisfactory solution to every problem raised?

Mr. COFFEY. Yes, sir.

Senator CURTIS. It was the outsiders, such as Barney Baker, Dick Kavner, and others, who came in and caused the trouble?

Mr. COFFEY. That is correct.

Senator CURTIS. That is all I have, Mr. Chairman.

Senator ERVIN. I have heard the poet report that wretches hang so that jurors may dine. You would just starve to death while justice was traveling on leaden feet, despite the fact that you had a just cause that ought to have been adjudicated by any man with the intelligence of the grade of a moron in not over 30 minutes. That is the tragic commentary on the way justice is administered in the industrial field in the United States in this particular case. I trust the others are not as bad.

The CHAIRMAN. The Chair would make this observation along the line of what Senator Curtis said. Let us assume for the moment that the Board was diligent in exercising all of its powers, which may not be correct; but assuming that for the moment, there is something wrong with our laws when the Teamsters Union can by these methods completely destroy a small business enterprise. It is a tactic that is reprehen-

sible. It will eventually lead, if followed to its logical conclusion, in a civilized society and in a Government such as ours, back to the law of the jungle. If the responsibility is on Congress, it is the duty of this committee to find it out. If we have failed in legislation, we will soon have an opportunity to remedy that condition by the enactment of laws that will protect innocent business people and their employees and communities from this sort of an abortion.

Mr. COFFEY. That is particularly true in the light of a threat or remark made to me by Barney Baker at our meeting in Alma, which I spoke of. He informed me that I just happened to be in the road——

The CHAIRMAN. That what?

Mr. COFFEY. That I just happened to be in the road. That it was the intention of the Teamsters Union, through these tactics, to organize everybody in the State of Nebraska, clear on down to what he called the prune peddler, referring to the grocery store clerks. "First we will get you and all the rest of the truckers. Then we will get the warehousemen, and then we will get every grocery store and hardware store in the State of Nebraska through the same methods."

That was their plan at that time.

The CHAIRMAN. We have had Mr. Barney Baker before us, and he is a flagrant example of just what any American citizen shouldn't be, in my opinion.

Mr. COFFEY. I concur, sir (pp. 15641–15642).

After hearing the testimony of Coffey, the committee requested NLRB officials to appear and give explanation for the delay extending from September 26, 1955, when Coffey's petition for an election was first filed, until April 3, 1956, when the results of the election finally were made official showing no votes for the Teamsters, more than a month after Coffey had been forced out of business.

To the hearing room came Boyd Leedom, NLRB chairman, Frank Kleiler, executive secretary, and James V. Constantine, solicitor. Senator Curtis summarized the situation by telling how the union representatives, accompanied by "one of their famous goons," the 380-pound Barney Baker, threw down a contract and demanded that Coffey sign it; that Coffey from the very first said, "Let's hold an election" and "these goons wouldn't do it," and that it was the announced plan of the Teamsters Union, "one of the richest and most powerful vested interests in the country," to drive out of business "a little businessman" employing 22 people, "which they did."

Chairman Leedom declared that, admittedly, the union took advantage of the Board's rules of due process to delay the case as long as it could, but he insisted that basically the injunctions in the Federal district courts in Nebraska and the District of Columbia kept the Board from counting the seven votes involved and declaring the results.

Senator CURTIS. These were not employees. These were outsiders that butted in.

Mr. LEEDOM. As quickly as we got a chance to adjudicate the case, that is what we held (p. 15680).

Solicitor Constantine said the Nebraska restraining order was issued without the NLRB being notified, carried no terminal date but was "effective until further order of the court," and was respected although no member of the Board was within the jurisdiction of the court.

Senator Ervin observed that "there is no excuse for that kind of a restraining order to be issued by any court," and that the judge should have required the presentation of evidence to support the application for the restraining order "within 3 or 4 days." He also suggested that situations like this were less likely to happen if district attorneys undertook to prosecute people "who make false allegations in applications for injunctions."

The three Board officials collectively traced what they said was an expeditious handling of the case, taking into account the injunctions which limited Board action. The Nebraska injunction was not dissolved until February 13. The regional director passed on the challenges and sent his report to Washington on February 17. Meanwhile, the union's request for review of the regional director's decision holding that the charge of employer misconduct was unsubstantiated had been disposed of by a Washington ruling on February 16 sustaining the regional director.

Under the Board rules, the union had a right to file exceptions to the regional director's findings on the challenges, and the union did file such exceptions on February 23. There was a referral of the papers to a legal assistant of the Board for review and preparation of a draft of a decision. This was completed, the Board officials said, on March 14 and then circulated to the other Board members prior to the final decision on March 21, which sustained the regional director's findings as to the challenges. The issue then was sent back to the regional director who ordered the votes counted on March 31, and the result was certified as of April 3.

Senator CURTIS. The sad situation here is that that date, March 31, was 20 days after Coffey went out of business.

Mr. LEEDOM. That is right. While our processes in this case were as fast, really, as you could expect, in view of all the circumstances they weren't fast enough to save this employer.

Senator ERVIN. Your time limits as fixed by your regulations I can't quarrel with because they seem to be about as short, most of them, as you could well be. I don't know what the remedy is in this field.

Of course, in ordinary elections, most States have a law that whoever gets the majority vote gets the certificate of election, and then the results of the election carried into effect, and the party who contests the election has the burden of proof.

There might be some disadvantages to that in this situation; I don't know. But it seems to me as if Congress is going to have to step in and pass some kind of a law to give a man a right of action, where any party takes and maliciously abuses the adjudicatory processes under the National Labor Relations Board.

I don't know whether there is any other remedy or not. That occurs to me as one possible remedy.

I say no person ought to be allowed to do that.

Under this kind of a situation, the first court should have told you to go ahead and count the votes, but not to certify the results officially. Then, if the court had gone through and had a hearing after a few days, and made them come in with the evidence, the court could have said that there was no probable cause for issuing an injunction and dissolved it.

A lot of these things could be handled rightly if the men in the Federal courts have enough discretion to exercise the discretion which the law imposes on them. I realize they have a lot of work to do, and all of that. But where seven people vote in an election, it seems to me that a court, before the court issues an injunction for more than 3 or 4 days, that by the process of an order to show cause can make the parties come in with that evidence, and ascertain whether or not the injunction instead of preventing irreparable injury is going to cause irreparable injury, in his discretion he could deny it.

I would like to ask this question along this line: Do you think there is any kind of a process by which the exercise of the powers of the National Labor Relations Board can be decentralized, something like the system, for example, of the circuit courts, giving the regional directors more power and converting the Board itself largely into an appellate body?

Mr. LEEDOM. I think there is a possibility of action in that area, Senator. I think there is.

Senator ERVIN. Of course, under the law, as I understand it, the duty to make decisions is vested fundamentally in the Board as a board?

Mr. LEEDOM. That is right.

Senator ERVIN. They could not do too much toward decentralization without further authority from Congress, as I understand it?

Mr. LEEDOM. That is right. The way the law is written now, we are charged with the decisions on these elections here in Washington, but I think that it might be improved in another way (pp. 15686–15687).

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Mr. KENNEDY. Certainly your procedure, Mr. Leedom, and maybe it is the rules that have been in effect a long period of time, but certainly that procedure increases the delay a number-fold, because you have the period of time they have allowed for briefs, and then your own review and the review by the board above that. Even at best this would have taken 6 or 8 weeks and by that time the man is out of business, in the case of a lot of small businesses.

Mr. LEEDOM. Of course, the Labor Board may not be fully armed to deal with ruthless treatment either by an employer or by a union. Maybe that is what Congress has to do, figure out a new set of rules.

Mr. KENNEDY. No one knows that better than the National Labor Relations Board, which is an independent body, dealing with these subjects all of the time. If there is a problem there it would seem incumbent upon the Board to suggest what should be done in order to deal with it.

Mr. KLEILER. I want to point this out, that the National Labor Relations Board headed by five men in Washington must handle thousands of cases throughout the country. Wherever Congress vests the power to decide in the five men in Washington, there are ineffectible limits to the amount of unreviewable delegations to people throughout the country. The alternative, it would seem to me, is approximately this: Do we want to delegate with no review by the Board in Washington, to people out in the field, the authority to decide these cases so that they can be decided quickly. If you do delegate within the spirit of the law as we now have it, you simply have to provide some channels for review of what might be arbitrary or capricious action or even inconsistent action by regional offices throughout the country.

So you have provided at the top a system of review and ineffectibly it looks like redtape to a union or an employer which feels frustrated by the delays. But what is one man's redtape is sometimes the other man's due process. That, it seems to me, is the dilemma which you have throughout this labor relations field (p. 15691).

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Senator CURTIS. I want again to repeat that certainly I wish to make no criticism of individuals at all. We are dealing here with a system, and a procedure, and it doesn't spring up overnight, but it springs up over many years. As to my own views on it, I feel this way: There was a time many years ago where the judicial processes, some of the laws and the administration of them, leaned over very heavily in favor of management.

Then we went into an era where the reverse was true. Immunities and special privileges were given to unions. I feel that what we should strive for is neither one of those. We should strive for an adherence to the good old American principle of equality before the law. I think both are strong enough that neither should have any special immunities or privileges and certainly Government agencies should not be used to advance the cause of either one. I am not convinced that that hasn't been done over the last quarter of a century. The power of government has been used to advance the cause of unions.

I don't think it should be used to retard them, but I think that it should be used to be fair to both parties.

I do want to ask this: Would it require a change in the statute or merely a change in your rules to do away with the procedure that the mere filing of charges of unfair labor practice hold up an election?

Can you change that, that there must be a finding of at least probable cause that unfair labor practices exist? Would that require a change in statute or a change in regulations?

Mr. LEEDOM. That would require a change in regulations only.

Senator CURTIS. I want to also ask this question: In this case, or in a similar case, do you, and can you, take judicial notice of the conduct of the parties? In this case they were conducting a secondary boycott. Can you take judicial notice of that in determining the speed with which you move as well as the good faith of the parties?

Mr. LEEDOM. Yes; we can and we do.

Senator CURTIS. If someone boasts that they are going to drive somebody out of business, and then they proceed to boycott that person—in one case we took evidence yesterday where the effects of that boycott were directed even from New York City that goods shouldn't be shipped over the Clark Bros. Transfer in Norfolk, Nebr. Notice of that was served by the AP office in New York City.

This is a little concern that employs 35. When a great and powerful group openly declare that they are going to drive somebody out of business and they resort to those things, they are not coming before any courts or any Government agency with clean hands. And they are not entitled to all of the delays where there is, in good faith, a genuine dispute of facts and laws that takes a lot of time to determine.

Whether or not, when we get all through with this in the weeks and months that lie ahead, the remedy is in regulation changes or statutory changes, chances are it will take both. But citizens can't be very happy about the practical results that come about in some of these things.

Mr. LEEDOM. I agree with you, Senator. I would just like to say in connection with that that the Labor Board took notice of what appeared to be misconduct on the part of the union in this case, and prosecuted that vigorously to the full extent of our power so that we now have criminal contempt proceedings pending in court against this union in this instance (pp. 15694–15695).

Glen Coffey, formerly terminal manager for Coffey Transfer in Omaha, identified John Bridge, executive chairman of the Motor Carrier Labor Advisory Council in Chicago, as the author of notices sent out to various motor carriers blacklisting truckers who were having trouble with the Teamsters Union.

Glen Coffey described instances where management representatives refused to do business with Coffey Transfer because they had received notices from Bridge that they would have trouble at terminals outside the State of Nebraska unless they refused to do business "with Coffey or Clark Transfer."

Mr. KENNEDY. Did you learn of his relationship with Mr. Hoffa? Did you know of any relationship that he had with Mr. Hoffa?

Mr. GLEN COFFEY. Well, he appeared to be working hand in hand with Mr. Hoffa. All directives seemed to be from him, but they all were in favor of the Teamsters Union, and it appeared, as near as we could see, that he was working more for Mr. Hoffa and the Teamsters Union than he was for the carriers.

* * * * *

The CHAIRMAN. As I understand it, Bridge presumably was representing management?

Mr. GLEN COFFEY. He claimed to be, as near as we know, and we understand that he was on the payroll of some of management. However, his letters went out to companies that he did not represent at all. Anyone that had a union contract received these letters from Bridge, whether he represented them or not. He still mailed the letters to them.

The CHAIRMAN. In other words, there was collusion between management and the union to put you out of business?

Mr. GLEN COFFEY. It appeared that way.

* * * * *

Mr. KENNEDY. There was a blacklist, and each week a notice would go out from John Bridge's office, telling the various trucking companies that they shouldn't do business with the following companies; isn't that right?

Mr. GLEN COFFEY. That is right.

Mr. KENNEDY. Under the hot-cargo clause of the contract, and otherwise they themselves would be in difficulty with the Teamsters Union, and each week the list would change.

Mr. GLEN COFFEY. That is right.

Mr. KENNEDY. It was no more nor less than a blacklist which was arranged between Mr. Bridge and the Teamsters Union, and the companies that paid Mr. Bridge?

Mr. GLEN COFFEY. It was referred to as the union's blacklist.

* * * * *

Senator ERVIN. And they were sent by a man who, so far as you have been able to ascertain, had no connection whatever by contract or otherwise with some of the people he was sending the letters to?

Mr. GLEN COFFEY. That is right (pp. 15643–15646).

W. Foy Clark, copartners in Clark Bros. Transfer Co., Omaha, gave testimony almost identical in character to that of Tom Coffey. He said that he too would have been forced out of business if it were not for the fact that a large percentage of the company's total volume was intrastate local business which the Teamsters did not control as tightly as they did interstate shipments. He could not invoke NLRB election procedures because his interstate volume was below the criteria fixed by Board rules.

Clark explained that his operations were completely inside Nebraska, with the home office at Norfolk and the western point at Ainsworth. He testified that he refused to sign a contract with the Teamsters in August 1955 in the absence of proof that a majority of his 35 employees wanted the union. The union called a strike only at Omaha, where 4 out of 7 employees walked out. The secondary boycott went into effect September 14, 1955, and the campaign of sabotage began soon thereafter. "We had one or two pieces of equipment on which the motors had been filled with sugar or some chemical which bound them up. We had tires ruined by sharp instruments, and on May 12, 1956, we had a fire which burned almost completely one truck, and two others were damaged extensively and our terminal

at Omaha was burned considerably," Clark said (p. 15648). The fire department listed the origin as arson.

> Senator CURTIS. Now, all of this equipment was located on your own property?
> Mr. CLARK. Yes, sir; it was.
> Senator CURTIS. It was private property?
> Mr. CLARK. Yes, sir (p. 15648).

Clark estimated the damage from the blaze at "around $5,000," and testified that all of the trouble was centered in Omaha. "One of the boys who lived at Council Bluffs, a town next to Omaha, took his wife and family to her mother's home in a town downstate until the trouble seemed to be quieted down," Clark said (p. 15649).

> The only coercion or intimidation that was told to me personally by one of the employees was one of our employees who was on a strike line, or picket line, who came to me and volunteered the information that he had been forced to go on the picket line, that two representatives from the union had come to his home the night before and asked him if he was going to go along with them or get his head beat off, and he asked me, "What would you do?" (p. 15649).

Clark said that the same companies that were boycotting Coffey Transfer were also boycotting him. Clark also had experiences where shippers specifically designated his line to carry the freight, but other carriers refused to turn the freight over. The boycott has cut the company's volume in half and is still going on, Clark declared.

> Mr. KENNEDY. And during this time your employees showed or evidenced no interest in wanting to join the Teamsters Union?
> Mr. CLARK. Sometime in October of 1955, they voluntarily printed in our home daily paper that they were loyal to our company and didn't wish to be represented by any union (p. 15652).

Clark presented to the committee a brief chronology showing—

> how much we have done from a legal angle to gain relief and I will submit very little relief has been obtained.
> Mr. KENNEDY. You don't feel under the laws as they are presently written that there is much relief for somebody in your position?
> Mr. CLARK. That is correct (pp. 15651–15652).

The chronology presented by Clark evidenced the continuation of the boycott and other pressures by the Teamsters in spite of cease-and-desist orders and a court injunction, violation of which resulted in criminal contempt proceedings against Albert Parker and Leslie Tieson, agents of local 554 in Omaha. The chronology follows:

> August 18, 1955: Teamsters Union representatives called upon us at Norfolk, Nebr., claiming to represent our employees as bargaining agent in the matter of wages, hours, etc.
> September 1, 1955: The Nebraska State Railway Commission granted Nebraska carriers a 10-percent rate increase in intrastate traffic.

September 7, 1955: Clark Bros. employees received a 10-percent across-the-board wage increase.

September 14, 1955: Four of seven employees appeared on a picket line at our Omaha terminal. Concerted action was taken by employees of unionized carriers to divert business normally tendered to our line away from us to other carriers. Also shipments originating in Omaha, at various companies, were rerouted away from us to other carriers.

October 13, 1955: Much evidence was gathered showing unlawful secondary boycott by the Teamsters Union and on this date our attorneys filed unfair labor practices charges with the National Labor Relations Board, case No. 17–CC–43. A field examiner for the NLRB made an investigation.

December 8, 1955: A settlement agreement between the union and the National Labor Relations Board was signed stating that the union admitted to no violations of the Taft-Hartley law, but agreed not to violate it any more. This agreement was signed and posted on the above date. This settlement agreement had some effect to reestablish our interline business with some of the larger carriers almost to normal.

January 10, 1956: A picket line of one man appeared at the dock and terminals of Des Moines Transportation Co., with whom we were doing extensive business since the signing of the settlement agreement. As a result we were no longer able to do business with Des Moines since the threat heretofore made by the union, that any company doing business with Clark Bros. Transfer Co. would be struck, was carried out.

January 27, 1956: We exchanged a load of freight in the forenoon of this date at Omaha with Darling Transfer. In the afternoon of this date a 3-hour strike occurred at their terminal in Kansas City.

February 3, 1956: Our attorneys filed, in our behalf, an injunction under section 10 of the National Labor Relations Act, with trial commencing March 15, 1956.

May 2, 1956: A hearing before the NLRB trial examiner.

May 12, 1956: A fire occurred in our Omaha terminal burning in part three trucks and damaging our terminal building to the approximate extent of $5,000.

July 18, 1956: The trial examiner filed an intermediate report recommending the issuance of a cease-and-desist order against local 554.

July 30, 1956: Injunction granted.

December 26, 1956: The cease-and-desist order above recommended was issued. Later taken to court of appeals for review and cross petition. Still pending to date.

January 29, 1957: National Labor Relations Board filed criminal contempt proceedings against two agents of local 554, who were ordered to show cause why they should not be held in contempt of court by April 9, 1957. This case has not been tried to date.

January 30, 1957: One-day strike occurred at Bos Truck Lines and Burlington Truck Lines in Des Moines, Iowa, for

no apparent reason other than that they had been interlining freight with Clark Bros. at Omaha.

December 27, 1957: A complaint was filed with the National Labor Relations Board charging that a secondary boycott still continued.

February 11 and 12, 1958: Hearing before a trial examiner in Des Moines, Iowa, to answer above complaint.

August 28, 1958: A cease-and-desist order was issued by the National Labor Relations Board. Attorneys for the union have filed petition for review and at this time is still pending.

H. Dean Joy, comptroller of the Darling Transfer Co., Auburn, Nebr., told the committee that the company's terminal in Kansas City was struck by Teamsters Local 41 on January 27, 1956. A representative of the local, he said, appeared at the terminal and ordered the company's drivers off the job without giving any reason for the action.

Joy said he called John Bridge at the Motor Carrier Labor Advisory Council in Chicago and Bridge told him that the strike had been called because Darling ignored previous warnings not to exchange freight with the Coffey and Clark companies. Joy quoted Bridge as telling him that if Darling would agree not to do any more business with Coffey and Clark he would contact Jimmy Hoffa and see what could be done about lifting the strike. Later, Joy said, Bridge called back and instructed him to contact Frank Fitzsimmons at the Teamster headquarters at Detroit, which he did. After exacting an agreement that Darling would cease doing business with Coffey and Clark, Fitzsimmons called Roy Williams, president of local 41, and the drivers returned to work the following Monday, Joy testified.

Mr. KENNEDY. I would like to point out, Mr. Chairman, that this took place starting on January 27, 1956, just about 1 month after the agreement had been signed by local 554 with the National Labor Relations Board that this secondary boycott would be discontinued against Clark and Coffey. This all took place after the agreement had been signed that they wouldn't do this any more.

Senator CURTIS. Mr. Counsel, do you know whether the International Teamsters Union was a party to the agreement?

* * * * *

Mr. KENNEDY. In answer to your question, Senator, it was signed by the secretary-treasurer for the local and the attorney for the international.

Senator CURTIS. Who was the attorney?

Mr. KENNEDY. David D. Weinberg. He signs himself as attorney for the international union.

Senator ERVIN. Can you think of any purpose for a hot-cargo clause in a contract other than the fact that it arms the Teamsters with a weapon to make third persons with whom they have no contract relations subject to their demands?

Mr. JOY. I can think of no other purpose.

Senator ERVIN. In other words, it doesn't really have any place in governing relations exclusively between the Teamsters and the company that agrees to the hot-cargo clause?

Mr. JOY. That is right. It only gives the unions, or the Teamsters in this case, an organizing tool.

Senator ERVIN. It gives them a club by which they can compel the company which contracts with them to bring pressure upon third parties which is calculated to cause the third parties that have no contractual relationship with the Teamsters to submit to the will of the Teamsters?

Mr. JOY. That is correct.

I would like to add a little bit more on the feeling of our company, or Mr. Darling and myself, in regard to agreeing to such a thing.

Kansas City is our major point, our major revenue point. The bulk of our revenue comes from Kansas City. We are a short-haul carrier between Kansas City and Omaha, and without being able to pick up or deliver freight in Kansas City we are out of business. So a strike in Kansas City is a strike at the heart of our business. I would say that this particular short strike probably cost our company in the neighborhood of $5,000.

The CHAIRMAN. Why do you sign one of the hot-cargo contracts in the first instance? You obligate yourself then to do their bidding in order to hurt innocent people, innocent businesses. Why do you sign it in the first place?

Mr. JOY. As concerns us, we have no recourse except to sign it or go out of business.

The CHAIRMAN. Why do you have to belong to an association where you don't have any voice in what kind of a contract they are negotiating for you?

Mr. JOY. Well, it is either that or go to Chicago ourselves and try to negotiate a separate contract which, under the conditions in the past several years, has been impossible.

Senator ERVIN. In other words, you are saying in effect that under the practical operation that exists in law, that instead of putting the employees on the equality of bargaining power with the employer, which it is designed to do, that the Teamsters Union, under existing law, has a disproportionate bargaining power under which they can virtually dictate the terms of the contract or put a trucker out of business entirely?

Mr. JOY. Yes. They can do that with the divide-and-conquer concept of setting up one company or a small group of companies and through a competitive necessity, they all go along.

Senator ERVIN. From an economic standpoint, a small trucker has to succumb to the demands of the Teamsters when they insert their hot-cargo clause in their contract, or go out of business; is that true?

Mr. JOY. Yes; that is true (pp. 15658–15659).

Other variations of the secondary boycott activity of the Teamsters were outlined to the committee by Albert E. May, Omaha attorney.

May put into the record a recital of the experience of the Ford Storage & Moving Co., which also operated warehouses in Omaha and Council Bluffs.

May testified that Albert S. Parker, secretary-treasurer of Teamsters local 554, sent a letter on April 19, 1956, to the Ford concern requesting that it agree to adopt the wage scale and conditions of employment in force in other collective-bargaining agreements in the area. The letter stated that—

> we wish it specially understood that this letter is not a request for union recognition, nor does it constitute a request or demand that your employees become members of the undersigned union. Your company is not being requested to force or require your employees to join our union (p. 15661).

One week later two pickets appeared outside one of the company's warehouses carrying signs reading: "Ford Storage & Moving Co. refuses to pay union wages and conditions."

Concurrently with these developments, May testified, some Omaha truckers met with Mr. Ford "and told him they wanted him to sign the contract because the union was insisting upon organizing him."

> Senator CURTIS. Other carriers did that?
>
> Mr. MAY. Carriers, yes. And they weren't going to be able to do business with him unless he did.
>
> They tried to tell him that he would get a lot more business if he went along, because if he didn't go along he wouldn't be able to deliver merchandise or to get merchandise from them (p. 15661).

May testified that a month later Parker called Ford and asked him what he was going to do about the contract, to which Ford replied, "Nothing." Ford, May said, had conferred with his men and "none of them wanted to belong to the union. They weren't interested."

The picketing continued for a full year, May declared—

> and there was one instance where a rock was thrown at Mr. Ford's son. There was another instance where a trailer, which was attached to one of Ford's tractors, I think it was a Clark Bros. trailer, was burned in the rear parking lot of the Ford area (p. 15662).

The committee was told by May that Missouri Pacific and Union Pacific Railroad crews refused to push cars past the picket line and supervisory personnel had to bring the freight cars in. The railroads quoted a provision in the rules of the ICC that they said relieved them from the obligation of delivering or receiving merchandise from someone on strike but—

> Ford was not on strike. There was no strike at his place of business. There was no labor trouble between him and his employees. There were merely some pickets who had some signs on walking up and down in front of his place (p. 15662).

The pickets were not Ford employees but were imported.

May explained that the ICC rule was promulgated by the railroad companies and automatically becomes part of the tariff after publication in the Federal Register unless an objection is filed.

> Senator ERVIN. I thought the Interstate Commerce Commission was empowered to regulate the railroads. It seems that the railroads regulate the Interstate Commerce Commission in their interpretation unless some third person, stirred up by something he reads in the Federal Register, protests (p. 15663).

May declared that there were many instances where merchandise came into Omaha consigned to Ford but Ford never received any notification that the merchandise was there. One such shipment, May said, consisted of 141 cartons of millwork consigned to Ford which was received by Merchants Motor Freight, Inc., and was kept in its warehouse for 2 or 3 weeks. Ford went for the shipment and delivery of it was refused.

May said he went with Ford the next morning, after notifying the police to be on hand, and demanded the goods. The manager again refused to surrender possession and May said he told him,

> "The merchandise is consigned to Ford, and we are entitled to it and it is our merchandise and we have the bills of lading and we are willing to sign a receipt for it, and under the law, the Interstate Commerce Act, you are required to deliver merchandise to any person who it is consigned to" (p. 15664).

May said he told the manager he was going to take it by force, if necessary, and he gave the same message to the union steward when he tried to stop them from loading it. He and Ford took the merchandise and left.

May testified he had a similar experience with Clark Bros., to whom 135 transformers had been consigned by a power company. The transformers were kept by Independent Truckers, Inc., and Clark was told by G. Howard Johnson, owner of Independent, that he could not turn them over—

> because the union wouldn't let him and they would strike every terminal he had and every place he had if he delivered that merchandise to him, and he just couldn't do it (p. 15665).

May asserted that he notified the police to have a cruiser car at the Independent establishment and he repeated his performance of taking the shipment "by force," if necessary. After Johnson sold his business, May added, "we had a like experience with the new management on a shipment of oil" (p. 15666).

The other part of the pattern, May testified—

> is where that merchandise would come in consigned to customers and routed to Ford Bros. The carriers would hold that merchandise in their warehouses and they would write a letter to the consignor stating that Ford Bros. were on strike and asking for disposition of the merchandise. We wrote to a great many of those concerns telling them that Ford was not on strike and there was no reason at all why our merchandise shouldn't have been delivered to us (p. 15666).

May declared that the only answer he ever got from shippers refusing to deliver merchandise was—

> "We can't do it because the union is insisting that if we do they will strike us" (p. 15667).

In the line of legislative relief, May recommended that the Taft-Hartley Act be amended "to prevent coercion against employers as well as employees" (p. 15668), and pointed out that the present law limits the bringing of an injunction action in the Federal courts to the National Labor Relations Board.

> Senator ERVIN. In other words, we have an act from the Congress, the effect of which is to prevent a man from protecting his own legal rights notwithstanding the fact that we have a Constitution that says that the Federal Government shall, in effect, not deny any man due process of law.
>
> Mr. MAY. Senator, we attorneys that went to school and practiced law—it seems like the Supreme Court has repealed a lot that we have known in the last 30 years.
>
> Senator ERVIN. They certainly have reversed about everything that I was taught and everything that I read in the decisions until lately (p. 15669).

There was also a recommendation by May that steps be taken to eliminate the "no man's land" presently existing in the matter of jurisdiction over labor cases, and that labor unions "be made amenable to the Sherman antitrust law, just as any other individual" (p. 15672).

May declared that it seems to be "a very simple and elementary proposition" that an employer should be permitted to go into the Federal courts and get a temporary restraining order that would remain in effect until the NLRB could act.

> Senator ERVIN. In other words, your position is that if the law is amended to allow the person whose business or situation was threatened by some proposed action to go into court, either Federal or State, and get a temporary injunction to maintain the status quo until an inquiry could be made with the National Labor Relations Board, that that would prevent injuries of the type we have seen here, even in cases where the man ultimately won a victory but his victory was a barren victory because he was bankrupt before he got that.
>
> Mr. MAY. Exactly. I think that is a simple proposition and not too much to ask (p. 15673).

G. Howard Johnson, the former owner of Independent Truckers, Inc., told the committee his firm had a contract with the Teamsters Union and that, as a former president of the Nebraska Motor Carriers Labor Advisory Council, he had considerable contact with John Bridge in Chicago. When the "hot cargo" clause in the Teamsters' contract was invoked, the notices usually came from Bridge "advising us that we should not do business with certain firms" (p. 15705).

Johnson said that Bridge—

represented certain firms in Chicago as a middleman, so to speak, with Mr. Hoffa * * *. Primarily he was acquainted with Mr. Hoffa, and most of us were not. He was closer to the source and, naturally, what Mr. Hoffa said was the law.

Mr. KENNEDY. It was that he could go directly to Mr. Hoffa; is that right?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. And he would not have to go through the usual grievance machinery and deal with the local union officials and local business agents?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. If you got into any business difficulty, Mr. John Bridge could take your problem right to Mr. Hoffa, right to the top?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. And it was this relationship with Mr. Hoffa that led these trucking companies to join up with John Bridge, was it not?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. You have a uniform contract, is that right, the trucking companies?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. After you have a uniform contract, the big question is the enforcement of the contract, is it not?

Mr. JOHNSON. Well, the contract is one thing, and interpretations of the contract are something else.

* * * * *

Mr. KENNEDY. But it is generally accepted in the trucking business that certain companies do not have their contracts with the Teamsters Union enforced as strictly and vigorously as others?

Mr. JOHNSON. Yes, sir; that happens.

* * * * *

Mr. KENNEDY. On the question of these letters that went out and the enforcement of the "hot cargo" clause, it was to the advantage of the union more than to a company, was it not?

Mr. JOHNSON. Definitely (pp. 15706–15707).

Johnson said that the notices from Bridge were never supplemented by anything in writing from the union. He said Bridge had been introduced to him as being "a capable person to handle labor problems for us in Chicago."

Mr. KENNEDY. Was his relationship with Mr. Hoffa explained to you at that time?

Mr. JOHNSON. It was explained that he knew Mr. Hoffa very well.

Mr. KENNEDY. And was it explained that he could go directly to Mr. Hoffa on the interpretation of the contracts and on the grievances?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. That is a tremendous advantage; is it not?

Mr. JOHNSON. Yes; it is. I mean from an economic standpoint and also having somebody who can talk to the man (p. 15709).

* * * * *

Senator CURTIS. So far as you know, did you or other truck operators, unionized or not, have any desire on your own part to cease doing business with Coffey, Clark Bros., or any other licensed operator?

Mr. JOHNSON. Very definitely not. As a matter of fact, the short-line carriers in Nebraska are valuable to the long-line carriers inasmuch as they act as feeders either in distribution of the freight or in bringing freight from out of State, which is very costly for a long-line operator.

Senator ERVIN. And they do serve small communities, in rural areas, and long hauls under different economic conditions than the individual who is transporting freight between large metropolitan centers?

Mr. JOHNSON. That is correct. However, the unions have insisted that even though they come from Norfolk or Alma, Nebr., that they sign the same contract that is in existence, or with the same terms and conditions, that exists in Detroit and Chicago, and pay the same salaries, which these small lines just can't afford to do. There is not that much money in the business.

Senator ERVIN. And these small lines, I believe you said, handle business to the advantage of the public which the larger lines could not economically afford to handle; is that true?

Mr. JOHNSON. That is correct (p. 15710).

When Albert S. Parker, secretary-treasurer of local 554 in Omaha, was summoned to the stand, his counsel asked that interrogation be postponed until after disposition of the criminal contempt charge against him in the U.S. district court in Nebraska. Committee members pointed out that Parker was charged with disobedience of a court order and this could not act as a bar to interrogation about his conduct before the issuance of the court order.

Senator Ervin observed that he was unaware of "any procedure by which a man can be charged with contempt of court for disobeying a statute or regulation," and Senator Curtis mentioned that the interrogation of Parker might well encompass acts not now prohibited by the Taft-Hartley Act.

The chairman ultimately ruled that interrogation could proceed as to matters which preceded the issuance of the court order Parker was accused of violating, but not as to matters which occurred subsequent to the issuance of the order.

Parker then joined the long list of Teamsters Union officials who have invoked the fifth amendment on the ground of possible self-incrimination.

John Bridge, the executive chairman of the Motor Carrier Labor Advisory Council in Chicago, traced his connection with the trucking

industry back to 1932 when he was an officer of Interstate Motor Freight System Lines of Detroit and Grand Rapids, Mich. Later he operated Bridgeways, Inc., also of Detroit, which he left in 1949 for health reasons. Subsequently he represented Ringsby Truck Lines, Denver, Colo.; Watson Bros., Omaha, Nebr.; and Pacific Inter-Mountain Express, Denver and Chicago, before becoming identified with the advisory council in 1953.

In response to a series of questions, Bridge denied that he had ever made any payments, directly or indirectly, to any union official; he denied having given instructions to any of his employees to make any payments, directly or indirectly, to any Teamster officials, or that he had any knowledge of any such payments, "except perhaps some entertainment, which was common practice."

Bridge declared he had known Hoffa since 1935 but never had any financial dealings with him, nor any social contacts with the exception of one visit to Hoffa's summer place "to talk to him about a grievance matter." He identified William O. Bridge as a son who operated Baker's Driveaway in Detroit but insisted he had only "heard" that Baker's Driveaway rented trucks from Hoffa's company when he was in the trucking business, and had no knowledge of the fact that his son purchased Hoffa's company for $10,000 "at the time it was worth minus $4,000" (p. 15716).

Bridge did not recall whether he discussed with Hoffa the setting up of the labor relations consulting business at the time Hoffa was president of the Central Conference of Teamsters. He testified that "very frequently union business agents or officers" furnished the names of companies violating the "hot cargo" clause of the Teamsters' contracts, and this information was transmitted by him to other carriers as a protection against possible interruption of service.

> Mr. KENNEDY. Did you also send out lists of carriers whose freight could be handled, a sort of white list in contrast to the black list?
>
> Mr. BRIDGE. I may have advised these carriers that there were specified organized carriers who were serving certain communities, certain areas.
>
> Mr. KENNEDY. Why would you do that?
>
> Mr. BRIDGE. Well, as a matter of assisting them in selecting facilities to take care of their disputes.
>
> Mr. KENNEDY. Did you ever inquire into finding out what the nature of the labor dispute was, as to its merits, to find out whether the employees of this other carrier were interested in joining the union?
>
> Mr. BRIDGE. No.
>
> Mr. KENNEDY. You did not feel that was part of your job?
>
> Mr. BRIDGE. The only thing I did was to find out whether or not, from sources that were available to me, usually the management of the company, whether or not they were in violation of article 9.
>
> Mr. KENNEDY. When you send out a list, for instance, the Coffey Trucking Co., did you determine whether the employees of the Coffey Trucking Co. were interested in joining the Teamsters?
>
> Mr. BRIDGE. I did not.

Mr. KENNEDY. Didn't you feel that was an important matter?

Mr. BRIDGE. No (p. 15717).

Bridge was confronted with a copy of a letter he dispatched by air mail special delivery on June 27, 1955, the effect of which was to urge carriers he represented to line up with the Teamsters Union in legal maneuvers in Nebraska to forestall the possibility that a State court there might rule that the "hot cargo" clause was invalid. He defended his action on the ground that "I was only trying to protect the carriers who are vulnerable in more than one State."

Senator ERVIN. But you were interested in a suit which involved carriers in Nebraska who operated in Nebraska?

Mr. BRIDGE. Yes, and outside.

Senator ERVIN. How in the world could a suit involving carriers who operated in Nebraska affect carriers who operated in other States?

In other words, you profess to be adverse to the hot-cargo contract, and yet you advised these carriers to make a common cause with the union to keep the carriers that only did business in Nebraska from getting a possible adjudication that the clause was null and void as against public policy.

Mr. BRIDGE. No; that wasn't the purpose of my letter, and that wasn't the purpose of my advice. I said to you and I say again, I am opposed to the "hot cargo" clause. I always have been. But those who were negotiating the contract for the Central States and for many other areas in the United States, I think it is almost unanimous in every contract now, consented to it under pressure perhaps from union negotiators.

Having consented and including it in the contract, I felt obligated to comply with it (p. 15719).

Testimony was received earlier by the committee showing that the Teamsters Union had signed a stipulation with the NLRB agreeing to end the secondary boycott of the Coffey Transfer Co. on December 7, 1955, and permit that company to resume interlining of freight with other carriers. Notices in accordance with the stipulation were posted in Nebraska terminals.

Three days later, Bridge sent a letter to Howard Johnson, president of the Interstate Truckers, Inc., Omaha, warning him that regardless of the notices there was no change—

in your status with regard to interchange of the freight with these carriers. I am reliably informed that your interstate motortruck operations outside of the State of Nebraska will be subject to economic action or interruption of service if you decide to resume interlining of freight with these intrastate carriers (pp. 15720–15721).

Bridge contended that the "cease and desist" stipulation was limited to Omaha and Teamsters Local 554.

Mr. KENNEDY. This is posted in the places of business of the Coffey Transfer Co. It doesn't say it is limited to

Nebraska. It is posted through an action of the National Labor Relations Board, and it is signed by the attorney for the International Brotherhood of Teamsters. It is obvious from the face of it that it involves the Teamsters Union generally. Then after that agreement was made by the Teamsters, where their word should be good, you send out a notice to the carriers and tell them not to pay any attention, they are going to be in difficulty anyway.

Mr. BRIDGE. It applies to Nebraska only and does not apply to operations outside the States.

Mr. KENNEDY. Why did the International Brotherhood of Teamsters attorney sign it?

Mr. BRIDGE. That is my interpretation.

Mr. KENNEDY. I say that you were working along with Mr. Jimmy Hoffa and the International Brotherhood of Teamsters in order to enforce this clause in the contract, and in order to put these small carriers out of business.

Mr. BRIDGE. I was not. I was trying to help the carriers and prevent an interruption of their service, and I mean the members of our council. That was my sole purpose in sending out the letters or verbally advising or taking any similar activity.

Mr. KENNEDY. Would you identify this?

Senator ERVIN. Incidentally, the paper was signed not only by the officials of the local, but it was signed by the International Brotherhood of Teamsters themselves by the attorney for the international union and it has, so far as I can determine, no limitation on time or space. The limitation is that they will not bring economic pressure on these various carriers not to refuse to handle the goods of Coffey Transfer, until such time as the Teamsters may become the bargaining representatives of Coffey. So it is apparently unlimited as to time and space, and it binds both the international as well as the local.

The only limitation is that it is to exist, apparently, until they become bargaining agent for the employees of Coffey.

Mr. BRIDGE. I don't believe the officers of the unions in Nebraska or anywhere else so interpreted it. That isn't my impression.

Mr. KENNEDY. The officers of the union?

Mr. BRIDGE. In Nebraska or elsewhere.

Mr. KENNEDY. That is why you were working directly and completely with the union?

Mr. BRIDGE. I was in very close touch with the situation to prevent any interruption of service to our carriers.

Mr. KENNEDY. It is obvious from these letters, Mr. Bridge, you were only interested in helping the Teamsters Union enforce their contract.

Mr. BRIDGE. That may seem obvious to you, but it was not the intention.

Mr. KENNEDY. Certainly from the letter that was written on the Nebraska court decision, and this letter here, which would both have given two outs to the enforcement of the

contract, you bend over backward in your notification to all of the contractors that they better live up to the agreement anyway, and in the case of the Nebraska court they should take certain positive action to go in with the unions, that their attorneys should join with the union attorney.

Mr. BRIDGE. I will admit bending over backward to prevent any interruption on the part of members of our council (pp. 15722–15723).

* * * * *

Senator ERVIN. Did you ever inquire as to seeing what the object of these boycotts were?

Mr. BRIDGE. Did I ever inquire to see what?

Senator ERVIN. To see what the object of the Teamsters was in demanding that these carriers that you represented and these other carriers boycott Clark and Coffey?

Mr. BRIDGE. I think it has always been my opinion that the enforcement of article 9 as it is covered in the area at the time you are talking about was for the purpose, on the part of the unions, to help them in organizing. There is no denying that.

Senator ERVIN. To help them organize?

Mr. BRIDGE. Yes.

Senator ERVIN. You understood that it was to compel or coerce or persuade, whatever the term you want to use, Coffey and Clark and similar companies to make their employees join the Teamsters, do you not?

Mr. BRIDGE. I think that is the contention. But that doesn't change the position of our members. They are still vulnerable. My purpose was not to help them. The union may have wanted to do it, but that wasn't my purpose.

Senator ERVIN. Do you not know that the Taft-Hartley law prohibits an employer from trying to compel his employees to join any union?

Mr. BRIDGE. Yes; I think I understand that.

Senator ERVIN. So you were advising your clients to honor the so-called hot-cargo agreement with knowledge of the fact that that agreement was being utilized by the Teamsters as a device to coerce these third parties, these third-party carriers, to violate the Taft-Hartley by compelling their employees to join the union?

Mr. BRIDGE. That knowledge, sir, was incidental. The real purpose was to protect the carriers from an interruption of service.

Senator ERVIN. Anyway, you did have that knowledge, whether it was incidental, or accidental, or what.

Mr. BRIDGE. Sure, I am not denying that (pp. 15728–15729).

Bridge was also called upon to explain a letter dated June 13, 1957, which he wrote to John L. Keeshin, of Eagle River, Wis., owner of Conklin Freight Lines, who once lent Hoffa $5,000 in cash, in which he said:

> So far as I know now, our friend will go on trial on Monday, June 17, at Washington with conditions somewhat more

favorable for him. The various contacts suggested at our meeting at the Bismarck Hotel have been concluded with favorable results.

Bridge admitted that "our friend" was Hoffa and "I agreed to get in touch with certain carriers who I felt were friendly to our industry and see if anything could be done." One of the objectives, Bridge testified, was "to contact certain people in the press" and "to try and put a better light on what he was doing." Bridge identified the truckers he contacted as William Wilson of Wilson Truck Lines, Sioux Falls, S. Dak., and Stanley Wassie, president of Merchants Motor Freight.

Wilson, Bridge testified, was supposed to contact some friends in the press and "he was going to say to them probably that the press that Mr. Hoffa had had up to that time wasn't very favorable and wasn't entirely free from prejudice" but Bridge said he didn't know the identity of Wilson's contacts.

As for Wassie, "we talked about public relations and Hoffa's press being unfavorable" and Wassie was supposed to contact "some reporters in the Minneapolis area."

Mr. KENNEDY. What sort of things did you want to get out?

Mr. BRIDGE. Well, I would say that the idea was to have the press understand that he wasn't as bad as he looked in the papers as many areas were trying to make him out.

Mr. KENNEDY. How was that going to help in his trial in this bribery case in Washington?

Mr. BRIDGE. Unfortunately I think the press does have an influence.

Mr. KENNEDY. On the jury?

Mr. BRIDGE. Well, I don't know about juries but on the public and juries are the public.

Mr. KENNEDY. How is an article in Minneapolis going to affect the jury here in Washington?

Mr. BRIDGE. The press in Minneapolis is represented in Washington.

Mr. KENNEDY. So they were going to bring pressure on the reporters here in Washington?

Mr. BRIDGE. I don't know (p. 15725).

Bridge identified those who attended the Bismarck Hotel meetings as Keeshin and Mickey Krupinsky, representing Union Freightways, Omaha. Krupinsky had been mentioned earlier in the testimony of Attorney May as one of the group of carrier representatives who brought pressure on Ray Ford in Omaha to sign a contract with the Teamsters. Krupinsky, according to Bridge, was supposed to contact the press in the Omaha area.

Mr. KENNEDY. You have been successful in getting the press to change their mind about Mr. Hoffa?

Mr. BRIDGE. I was told that some good work along that line was being done.

* * * * *

Mr. KENNEDY. You think very highly of Mr. Hoffa, don't you?

Mr. BRIDGE. Yes. I think he has been very helpful to our industry.

Senator CURTIS. To whose industry?

Mr. BRIDGE. To the motortrucking industry.

Mr. KENNEDY. Do you think he was helpful to Mr. Coffey?

Mr. BRIDGE. Well, this is not speaking of any specific company but in the overall experience in negotiations I found him to be reasonable. He is a hard bargainer but I think he is fair.

Senator CURTIS. Do you think he was helpful to Mr. Coffey? You have been sitting here; you have heard his story of what happened.

Mr. BRIDGE. I don't think that I have any right to criticize Hoffa for upholding the contract and I don't think I have any right to criticize him for attempting to organize drivers engaged in the industry.

Senator CURTIS. I know, but his men came into Nebraska and they went down into this little town of Alma, marched into a place of business, and said, "Sign or else. If you ask for an election we will delay it until we break you."

Mr. BRIDGE. No; I don't condone that.

Senator CURTIS. Do you condone what he did to Clark Bros.?

Mr. BRIDGE. No; I don't condone any of that sort of pressure of that kind.

Senator CURTIS. Do you think it was a good thing for the shippers, the consumers?

Mr. BRIDGE. Well, I would say this, since you have raised the question of shippers and consumers, that in the State of Nebraska the freight rates—talking about intrastate rates now—are about 25 percent below those of neighboring States and in my opinion it is largely due to the fact that unorganized carriers have kept those rates down.

Senator CURTIS. That is to the advantage of consumers?

Mr. BRIDGE. Advantage to the consumers but at the expense of the drivers and the other employees.

Senator CURTIS. Now, I am not at liberty to disclose these names but I know of a situation where the trucking company is organized, they are a small segment, Mr. Hoffa has openly told them repeatedly they ought to go out of business, that he doesn't want to bother them because they are small. This whole program of driving these small businesses out of existence ends up with each one of them selling their rates to one of the many larger transportation companies in the country.

That is one of the strongest factors in accentuating monopoly and merger in the country. I am astounded that you appear here as supposedly a representative of management and state that Mr. Hoffa has acted for the good of the industry. How can any organizers that will not disclose what they do, where somewhere between 95 and 100 of them have come before this committee and declined to testify on the grounds that their testimony might incriminate them—I can't understand how you would say that what they are doing is good for the industry.

Mr. BRIDGE. I believe you are Senator Curtis, from Nebraska.

Senator CURTIS. That is right.

Mr. BRIDGE. Senator, let me inform you that I made some observations and studies of wage conditions in your State and I found that unorganized carriers were paying as low as a dollar and a quarter, a dollar and a half an hour, and working the men 50 to 55 hours a week when our people who were organized were paid $2.50 an hour or more and were working 40 hours a week and overtime beyond 40.

That is the reason, in my opinion, that rates in Nebraska are lower, and it is not conducive to the higher standard of living.

Senator CURTIS. Those things are not the companies that we are talking about. Furthermore, those facts are often challenged. Mr. Clark testified that he was offered a contract that actually meant lower wages for the employees. In the one case that I mentioned Mr. Hoffa has openly told these people that they ought to get out of business, that they are too small; he would rather deal with one major than two or three small ones.

Mr. BRIDGE. Senator, Mr. Hoffa in making that statement, in my opinion, was very indiscreet, but I don't condone it.

Senator CURTIS. You don't think that the head of a union who has 95 or 100 of his hired men refuse to testify on the ground that their testimony might incriminate them is acting for the good of the industry; is that still your opinion?

Mr. BRIDGE. Senator Curtis, no, and let me add this, that I have so informed Mr. Hoffa, that I think he ought to clean house. I don't hesitate to tell him.

Senator CURTIS. Well, your original statement, in the light of all of this record, in the light of the violence that has occurred and the way workers' money has been loaned and spent, that Mr. Hoffa is acting for the good of the industry, is the most astounding statement that I have listened to before this committee.

Mr. BRIDGE. I do not wish to withdraw that statement. I still say that in the overall good of the industry Mr. Hoffa has been helpful.

Mr. KENNEDY. For the people he represents (pp. 15726–15728).

Bridge denied that the movement to get "a better press" for Hoffa was undertaken to influence the jury but was instead a quest for "better public relations" and creation of an atmosphere more favorable "for Hoffa generally."

Mr. KENNEDY. You were working on behalf of Mr. Hoffa?

Mr. BRIDGE. Well, we feel that he has been a help to the industry, and it is natural that we would try to cooperate with him (p. 15731).

Bridge acknowledged that he had met Barney Baker "in Nebraska some 2 years ago, probably," and that he had intervened during the war to secure the release from jail of Baker's friend and associate on

the New York waterfront, Cockeyed Dunn, who eventually went to the electric chair for murder. Bridge said that the intervention occurred at a time when he was in Washington in an advisory capacity for the armed services.

> Mr. KENNEDY. He had been for 20 years one of the most notorious gangsters on the New York waterfront, this man that you intervened for.
>
> Mr. BRIDGE. Well, let me say this to you, Mr. Kennedy: If I had had my way and we weren't at that time afflicted with the loss of ships between the Atlantic seaboard on our side and the European side regularly in convoys, through submarine action, if it were not for that sort of thing going on, and there was some idea that he could be helpful in spotting the unfortunate people who were betraying us, I would have said, and I said so at the time, I not only would keep him in jail, but I would throw away the key. I didn't do it out of any good will on my part (p. 15733).

Bridge next was interrogated about a letter he wrote on February 22, 1957, to Keeshin which said: "John T. 'Sandy' O'Brien will instruct the officeworkers' organizer, Bill Joyce, to defer his organizing activities in relation to C. A. Conklin Truck Line and Truck Rail Terminals, Inc."

> Mr. KENNEDY. What was that about?
>
> Mr. BRIDGE. Well, the Teamsters Union in Chicago had a drive on to organize clerical help. In the case of Conklin at that time, he was reorganizing or dividing his work between the Teamsters and the railroad operation, and he was to have the organization activities delayed until he had it separated. They have since joined the union.
>
> Mr. KENNEDY. You were able to get the Teamsters to defer their organizational drive against Mr. Keeshin?
>
> Mr. BRIDGE. I have often used my influence with them to work out satisfactory arrangements, and I will again. That is part of my job, to take care of the people I represent.
>
> Mr. KENNEDY. I am sure of that.
>
> Mr. BRIDGE. Let me add, though, since you made that last comment, I have never worked out or concluded what are commonly referred to as sweetheart contracts. The concessions I have obtained, so far as contracts are concerned, have been under collective bargaining, approved by the Drivers Council and the joint committee. Every one of them.
>
> Mr. KENNEDY. As this truckowner said this morning, it is a question not of the contract itself, but it is a question of the enforcement of the contract. And you were able to go over the heads of the local union officials and the business agents, right to Mr. Hoffa, which was a great advantage.
>
> Your description of this letter is that you were able to get for Mr. Keeshin an organizational drive called off. I think your power was immense, and I don't blame you for liking Mr. Hoffa.
>
> Mr. BRIDGE. It is always very good when you win, but when you get on the other side of it they are not nearly so happy with you.

Mr. KENNEDY. When you lose, let me know.

Senator ERVIN. The evidence would indicate that when you wanted an organizer of the Teamsters called off for one of your clients that the Teamsters obliged by calling off the organization of the drivers.

Mr. BRIDGE. Temporarily.

Senator ERVIN. And when the Teamsters wanted to coerce the employers of an unorganized company to compel their employees to join the Teamsters that you returned the compliment by even writing their parties, not only your clients, but third parties, advising them to take steps whose effect could only be to assist the Teamsters in the accomplishment of their objective.

Mr. BRIDGE. No; that is not true. The effect is to protect the carriers.

Senator ERVIN. Incidentally, that was one of the effects?

Mr. BRIDGE. That was not my purpose.

Senator ERVIN. You did that with knowledge of the fact that that would be one of the effects; did you not?

Mr. BRIDGE. I have been accused of helping to organize, but I have not.

Senator ERVIN. That is not my question. I said you gave this advice not only to your clients but to these third persons with knowledge of the fact that one of the results of the action you advised them to take would be to assist the Teamsters in accomplishing their objectives?

Mr. BRIDGE. It could help. You don't put much weight on my statement that I am trying to protect my carriers (pp. 15733–15734).

Bridge denied that he had ever received any income or gifts from the Teamsters Union or any officers thereof.

Testimony received by the committee also established that the Teamsters Union figured prominently in a secondary boycott situation involving the Waldorf-Astoria Hotel, Terminal Barber Shops, Inc., and the Journeymen Barbers, Hairdressers, Cosmetologists & Proprietors International Union of America, AFL–CIO.

Jay S. Bauman, of Rye, N.Y., president of Terminal Barber Shops, told the committee that his corporation early in 1956 was operating 21 establishments in New York, Baltimore, and Pittsburgh, most of them located in New York. The corporation had a contract with an independent union known as the Terminal Barbers Guild, which represented "the 200-odd barbers and 100 manicurists in the 14 barbershops in New York City" (p. 15384).

Bauman testified that he received a visit early in 1956 from Robert Verdina, an international representative of the Barbers Union and also secretary of local 706, who said he wanted to represent the Terminal employees. Bauman declared that when he pointed out that the employees already were organized, Verdina replied that the Barbers Union did not recognize "company unions." Bauman said that Verdina also pointed out to him that Terminal had lost shops in the Palmer House in Chicago, the Book-Cadillac in Detroit, and other cities in the Midwest.

After the Verdina visit, Bauman said, he conferred with the Guild officers, including Charles Zirpola, the president, and "I told them that our position, as long as we could maintain it, would be neutral." The Terminal employees, the barbers, thereafter met, Bauman testified, and sent word back to Bauman that they did not take Verdina seriously and were not going to join the union for the time being.

Terminal also had a lease at the Commodore Hotel, Bauman testified, which expired January 31, 1956, and it was his understanding that the Barbers Union contemplated picketing there but it never materialized. The Commodore eventually renewed the lease but not during the period of the labor dispute.

Bauman asserted that Verdina gave him about a week's notice of the union's intention to picket the Waldorf-Astoria, and he notified the hotel management, which in turn advised him that the hotel did not intend to get involved in the labor problems of its concessionaires. The picketing started on March 1. It had no noticeable effect for the first few days, Bauman said, but then the deliveries to the hotel suddenly stopped and this precipitated the crisis. His company went to the New York Supreme Court on March 9 and obtained a temporary restraining order, but this was recognized as only a temporary expedient because the company knew that the picketing would start at some other location where Terminal had a shop—

> and it was a question as to whether we would get a restraining order in each one of these. So there would have been continuous labor problems from our point of view (pp. 15388–15389).

Terminal, Bauman said, realized it was in a spot because its lease at the Waldorf-Astoria was due to expire in June and there was apprehension over the possibility of losing the lease. A meeting of all Terminal employees was called and—

> we advised them it was a very, very serious situation, and that this was just one of a series of picketings and it would be of terrible consequence to lose our largest and the shop with the most prestige (p. 15388).

The employees then voted to affiliate with the Barbers Union.

> Senator CURTIS. And in order to buy industrial peace for the Waldorf and other businesses transacted in there, it became necessary for these barbers to abandon the Guild and join the other union?
>
> Mr. BAUMAN. That is correct.
>
> Senator CURTIS. And was it your opinion that that was an unwilling act or a choice they did not want to make?
>
> Mr. BAUMAN. Well, they were just about put in a position where they had no alternative.
>
> Senator CURTIS. It wasn't a free choice, then?
>
> Mr. BAUMAN. There was as much pressure as could possibly be put on there, and these people worked 25 years at the Waldorf-Astoria and some of the men had been on the job 25 or 30 years and it is not unusual at all, and here their security actually was being threatened.
>
> Senator CURTIS. You are referring to general employees of the Waldorf?

Mr. BAUMAN. No, I am talking about the barber employees. Many of the barbers had been there since the shop was built, when the Waldorf was built. They wanted to stay there, and they really had no alternative but to become members.

Senator CURTIS. What I mean is it wasn't a free choice, and they could not prefer whichever bargaining agent they wanted?

Mr. BAUMAN. That is right.

Senator CURTIS. They were compelled to take a union that was not their first choice?

Mr. BAUMAN. That is right.

Senator CURTIS. Or the barbershop could have been closed?

Mr. BAUMAN. That is right.

Senator CURTIS. And this picketing was not effective until it was honored by the Teamsters Union, and affecting the supplies coming in the hotel?

Mr. BAUMAN. That is right. There were other unions that did cross the picket lines. The musicians I believe crossed, and the hotel employees were all organized and they crossed the picket lines to my knowledge, and of course Mr. Verdina could testify better than I, but the only union that did not come in was the Teamsters.

Senator CURTIS. And the hotel itself would have remained neutral if the Teamsters Union had not supported this picket line?

Mr. BAUMAN. I am not in a position to answer that.

Senator CURTIS. Well, they were neutral up until the Teamsters did enter the picture?

Mr. BAUMAN. Yes.

* * * * *

The CHAIRMAN. So in effect, this was raiding a union by coercion and compelling a segment of that guild to transfer their membership and their allegiance in one union to the other. Is that what it amounted to?

Mr. BAUMAN. I believe so.

The CHAIRMAN. I am just speaking in practical terms, and not necessarily legal terms, but that was the practical effect of it?

Mr. BAUMAN. That is right.

The CHAIRMAN. And that effort on the part of the AFL Barbers Union was having no effect until the Teamsters stepped in and supported it by refusing to deliver goods to the entire hotel?

Mr. BAUMAN. That is right.

The CHAIRMAN. Not just refusing to deliver merchandise or consignments to the barbership but to the entire hotel?

Mr. BAUMAN. That is correct.

The CHAIRMAN. I think that is all.

Senator ERVIN. Did the barbers who worked in the Terminal Barber Shops at other points in New York City have to go into the AFL union, also?

Mr. BAUMAN. Yes, sir.

Senator ERVIN. How many altogether were transferred from the guild to the AFL union?

> Mr. BAUMAN. Well, there were a little over 300 in New York City that eventually did, maybe 40 in Pittsburgh, and 1 beauty salon (pp. 15389–15390).

The position of the Waldorf-Astoria was explained to the committee by Joseph P. Binns, executive vice president and general manager, and John H. Sherry, the hotel's attorney.

Binns testified that the hotel was aware of the impending clash between the Barbers Union and Terminal and said his own barber had expressed himself as being unhappy over the prospect of changing his membership and had told him the other employees felt the same way. But, Binns said, "I refused to be drawn into it until such time as the pickets actually appeared" (p. 15392).

Sherry said that Verdina called on him with a request "for cooperation" but "our position was that we did not want to interfere in an internal situation between a barbershop and its employees."

Then, Sherry declared, Verdina came to him again—

> and made a suggestion that perhaps our lease could be somewhat amended so that we would be in a position to lock out the tenant in the event of a strike of its employees, or in the event of picketing of the shop, or labor dispute developing between the tenant and ourselves or its employees, rather.
>
> * * * * *
>
> Mr. KENNEDY. So that you would cease the relationship with that company?
>
> Mr. SHERRY. So that we could exercise police powers and terms of perhaps cooperation (pp. 15392–15393).

Sherry said he told Verdina "we had a valid lease and that any breach of that lease would result in damages against us, and that I was neither sympathetic to the proposal nor would I have the legal power to comply with it."

Binns testified that when the picketing started it was conducted at several of the entrances. Eventually it was concentrated at the service delivery entrance, and the hotel then began to experience trouble as vital supplies were cut off.

> Mr. BINNS. You can imagine a very large organization doing something like $25 million worth of business a year and not having any garbage disposal. That has to go out of there every morning in the early morning hours. We have to have fresh produce. We are out of business if we do not have deliveries and removals. It is perfectly obvious. We average maybe 2,500 guests, between 2,000 and 2,700 employees, and this activity concerning the barbers began to so seriously restrict the normal business of this institution and in some instances could have caused some danger to elderly people who live in the hotel. Certain people have to have their meals in, and so forth. It became a critical situation to us. I was not about to have 40 barbers' and manicurists' activities and problems result in the closing down of the Waldorf-Astoria. That is the real situation that resulted by virtue of the fact that we could not get deliveries, not by virtue of anything that had to do with the barbershop.

Mr. KENNEDY. The picket line in and of itself was not effective, as I understand. It was just the cutting off of the deliveries and the pickups that was effective.

Mr. BINNS. We work very closely with some very fine labor people. We have a very fine labor contract for almost all of our employees with an AFL union in the city of New York. Those people came in and out of the building as they do every day and disregarded the picket lines. The customers of the barbershop did not pay any attention to the pickets. The only problem came when we were unable to get deliveries as I have outlined. That is a fatal problem.

Mr. KENNEDY. It could have closed you down.

Mr. BINNS. It was a matter of a few more days and we would have had to eliminate our services and maybe gradually begin to evacuate the building.

The CHAIRMAN. That is the power that is now reposed in the Teamsters Union. That is a demonstration or illustration of the extreme powers they have over the economy of any area or business where they desire to make use of or employ that power.

Mr. BINNS. This is a very simple but powerful example.

The CHAIRMAN. How many employees would you say you have at the hotel?

Mr. BINNS. As I said, Senator, we run between 2,000 and 2,700 employees. Because we have a large group of what we call temporary employees or extra waiters and extra people sometimes 500 or 600 a day.

The CHAIRMAN. But your employees exceed 2,000.

Mr. BINNS. They exceed 2,000.

The CHAIRMAN. And practically all of them, I assume, are members of unions?

Mr. BINNS. They are all members—they happen to be all members of the AFL—except some white-collar workers and office workers and some miscellaneous classifications. I would say 95 percent are members of organized labor groups.

The CHAIRMAN. They who are members of the AFL in other unions who were employees of the hotel did not honor the picket line?

Mr. BINNS. That is right, sir. They came to work.

The CHAIRMAN. They continued with their work.

Mr. BINNS. That is right (p. 15394).

* * * * *

Senator CURTIS. I would like to ask the attorney, you would regard the action of the AFL Barbers Union representatives when they called on you in your capacity as representative of the Waldorf as applying pressure, would you not?

Mr. SHERRY. It might be so characterized, although it was done in a reasonably tactful manner.

Senator CURTIS. The fact that someone is polite and their words are well chosen and their voice is not raised does not

lessen the implications of what they can do and what they are informing you they might do; is that correct?

Mr. SHERRY. That is correct.

Senator CURTIS. In that sense, as I understand you, are you not stating that they got rough, so to speak, but they did inform you of harmful consequences that could come if these men did not ultimately get into their union?

Mr. SHERRY. They made that absolutely clear to me.

Senator CURTIS. It is also very evident that your client, the Walforf-Astoria Hotel, was definitely a neutral; was it not?

Mr. SHERRY. Yes; absolutely a neutral. Incidentally, it was so recognized by the Barbers Union—I must give them credit for it—they apologized for the consequences that they forecast would ensue (p. 15398).

When Verdina was summoned to the witness stand, it developed at the outset that he had some complaints of his own about the lack of democracy within the Barbers Union. He identified himself as secretary of local 760, but testified that he and eight other international representatives had been fired by General President William C. Birthright the day after the international convention at Indianapolis adjourned on September 15, 1958.

Verdina said that he and some of the other organizers unsuccessfully fought at the convention for separation of the offices of general president and general secretary-treasurer, both of which were held by Birthright. He said Birthright was reelected and he and the others were fired the next day "without any notice whatsoever."

The CHAIRMAN. That is what you call liquidating your opposition; is that correct?

Mr. VERDINA. That is correct (p. 15400).

The separation proposal, Verdina said, was defeated in a "voice vote" and that a "fast gavel" overruled a motion for a secret vote. He also declared that "a good majority of the delegates" depended on Birthright for their jobs, that appointed international representatives have the same vote in the convention as a duly elected delegate from a local, and that there is no limit on the number appointed.

Verdina also testified that—

we submitted changes and amendments to the constitution which were cast aside by the law committee. He appoints the law committee, too. Every amendment or resolution that is submitted by local unions is reviewed by the law committee, and if there is anything in these resolutions that would upset him personally, it goes into the wastebasket. It never comes up on the convention floor (p. 15407).

Verdina conceded that the Terminal Barbers Guild was a "strictly independent" union and not company dominated at the time he started his organizing campaign early in 1956. He said he contacted the Commodore Hotel because he was instructed to do so by Birthright. When he approached Mr. Hickey, the vice president of the Commodore, Hickey wanted to know if George Meany, AFL–CIO president, was aware of what was going on, Verdina said.

Hickey called Meany in Florida, Verdina testified, and Birthright, who also was in Florida for a quarterly meeting of the AFL–CIO executive board, called him and said—

> that if I could extract a promise from Mr. Hickey that if he will not renew the lease to Terminal, that we wouldn't picket the Commodore Hotel.
>
> Mr. KENNEDY. He gave you that promise?
>
> Mr. VERDINA. Yes, sir (p. 15402).

Verdina said he then moved on to the Waldorf-Astoria. He admitted having had discussions with Sherry about the Terminal lease there but insisted he did not recall having made any suggestion for the insertion of a clause in the lease of the type described by Sherry when he was on the stand.

Of "about 300" employees in Terminal shops, Verdina admitted he had cards signed only by "40 or 50", including "4 or 5" of the "30 or 35" employed at the Waldorf-Astoria, but on March 1 went ahead with "organizational picketing" (p. 15404). He reported daily by telephone to Birthright in Florida.

When he told Birthright that the picketing was ineffective after 3 or 4 days, Verdina asserted, Birthright asked if "the Teamsters are going through." Verdina reported that they were and he quoted Birthright as saying, "Well, I will talk to Dave Beck about it." The next time he called, Verdina said, Birthright told him that arrangements had been made for the Teamsters not to go through the picket line.

> Senator ERVIN. Let us see how this thing operated.
>
> Mr. Birthright told you to put out the pickets. In other words, the Barbers got the Teamsters to cut off the victuals and drinks of the patrons of the hotel, so the patrons would bring pressure to bear on the management of the hotel, so that the management of the hotel would bring pressure to bear on the management of the barbershop, so the management of the barbershop would bring pressure to the members of the guild, so that the members of the guild would be induced to join the AFL Barbers Union?
>
> Mr. VERDINA. I believe that is the way it worked.
>
> Senator ERVIN. I believe you might say that the Barbers Union is like providence—it moves in mysterious ways (p. 15406).
>
> * * * * *
>
> Mr. KENNEDY. The whole purpose of this picket line, Mr. Verdina, was to bring pressure on the Waldorf-Astoria?
>
> Mr. VERDINA. Not necessarily.
>
> Mr. KENNEDY. The major effort was in order to bring pressure on the Waldorf-Astoria?
>
> Mr. VERDINA. No.
>
> Mr. KENNEDY. What do you say the major effort was, to influence the employees in the barbershop?
>
> Mr. VERDINA. That is right.
>
> Mr. KENNEDY. Why did you have the picket line on at night, then?
>
> Mr. VERDINA. Because a hotel is open all night and employees go in and out of that place all night long.

Mr. KENNEDY. There are no barbers going in and out at that time.

Mr. VERDINA. I understand. But we wanted to convey the message to our union people who worked in the hotel who might come in contact with the barbers, which they do.

* * * * *

The CHAIRMAN. What was the purpose to bring the Teamsters in at all except to influence the hotel?

Mr. VERDINA. I didn't bring them in.

The CHAIRMAN. That was the purpose, was it not?

Mr. VERDINA. It was the purpose of the general president.

The CHAIRMAN. It was to influence, to put pressure on the hotel?

Mr. VERDINA. I don't know, Senator. I told you I follow orders.

The CHAIRMAN. You are not that dumb.

Senator ERVIN. You are not going to take back what you told me. You told me that the Barbers got the Teamsters to stop going there so the Teamsters could cut off the drink and victuals to the patrons of the hotel, so the patrons of the hotel could pressure the management of the hotel, so the management of the hotel could protest to the management of the barbershop, so the management of the barbershop could do something about the barbers joining your union. You told me that is the way it worked.

Mr. VERDINA. That is the way it worked.

Senator ERVIN. You don't want to take back the proposition that the Teamsters were persuaded not to cross the picket line, which cut off the food and beverages for the patrons of the hotel; is that not so?

Mr. VERDINA. That is what happened.

Senator ERVIN. It was intended to happen that way, too, was it not?

Mr. VERDINA. I don't know.

Senator ERVIN. You don't know that. You state on your oath, after having taken an oath to tell the truth, that you did not know that was the way it was intended to happen?

Mr. VERDINA. If that was the intention of our general president and the way he worked it that way and it worked out——

Senator ERVIN. He told you that he talked to Dave Beck down there and Dave Beck was going to stop the Teamsters from crossing the picket line, in that telephone conversation you had with him?

Mr. VERDINA. He said he would speak to Dave Beck. He didn't tell me what would happen.

The CHAIRMAN. He told you what did happen.

Senator ERVIN. When he told you he was going to speak to Dave Beck, you thought he was going to say good morning, Mr. Beck. Is that what you thought?

Mr. VERDINA. I don't know, Senator, I wasn't there.

Senator ERVIN. You have enough intelligence to draw some conclusions, haven't you? Are you telling us that you didn't

think that he was speaking to Dave Beck so that Dave Beck would cause the Teamsters not to deliver food and drinks to the hotel?

Mr. VERDINA. I wouldn't know that, Senator. I wasn't there.

Senator ERVIN. You know that is what happened up in New York after he talked to Dave Beck?

Mr. VERDINA. That is what happened (pp. 15409–15411).

The story of 12 years of harassment through the means of a secondary boycott was spread on the record before the committee by F. C. Sawyer, executive vice president of the Burt Manufacturing Co., of Akron, Ohio.

In a lengthy statement given at the outset of his testimony, Sawyer made the following points:

The Burt Manufacturing Co., of Akron, Ohio, is a corporation which has, since 1890, been engaged in the manufacture, assembling, and fabricating, to customers' specifications, of roof type ventilator equipment, wall louvers and special sheet metal fabrication primarily for installation on large buildings such as schools, commercial, public, government, and industrial buildings. Burt ventilators and equipment are sold throughout the United States, to owners, engineering firms, contractors and subcontractors engaged in the planning and construction of buildings. The company has a sales staff of its own in addition to having 65 sales representatives throughout the Nation to facilitate the sale of its equipment. It employs approximately 150 people at its plant of whom approximately 100 to 110 are factory workers.

For many years the Burt Co. has had trouble with a union, known as the Sheet Metal Workers International Association and its local unions.

This union controls the labor supply of skilled sheetmetal workers in the construction industry and has over many years tried to prevent the use of Burt products in this industry. These efforts were only sporadic, however until about 1946 when the number and effect of such incidents increased following the unionization of Burt's factory employees by the CIO union, the United Steelworkers of America.

From 1946 to 1955 there were numerous instances where the Sheet Metal Union tried to prevent, or did prevent, the installation of Burt's products on construction projects because these products were not made by members of their union. However, their efforts during this period did not assume the character of a planned, intensified nationwide boycott, but after the merger of the AFL and CIO in December of 1955 the boycott really assumed serious proportions.

The Sheet Metal Workers Union has never represented the employees at the Burt Manufacturing Co. plant. Prior to 1945 it had at various times exhibited interest in organizing some of Burt's employees, but apparently was never interested in having as members any of the employees other than the few men who might be classified as journeymen sheet metal

workers, because the union was operating strictly as a craft union. There has never been a contract between the Sheet Metal Union and the Burt Co. for any of Burt's employees.

In 1942 the Steelworkers organizing committee organized some of Burt's employees and entered into a contract with the company for 1 year at the end of which time that union allowed the contract to lapse. No contract was in effect thereafter with any union, and in October 1945 the United Steelworkers of America was certified by the National Labor Relations Board as the bargaining agent for Burt's employees following an election conducted by the Labor Board. Negotiations between the company and that union thereafter resulted in a contract on April 24, 1946.

Yearly contracts were negotiated until 1952 when a union shop contract was concluded. Successive contracts with the Steelworkers Union have continued from 1952 to date (pp. 15414–15415).

The Sheet Metal Workers Union has never requested the NLRB to certify it as the bargaining representative for company employees but has never abandoned its efforts to force the employees to affiliate, notwithstanding the employees' apparent satisfaction with the Steelworkers Union.

The Sheet Metal Workers Union classified Burt products as nonunion and scab made, notwithstanding the contract between the company and the Steelworkers Union, and gave notice that the only way the company could get its products installed was by putting its employees into the Sheet Metal Workers. Furthermore, with reference to manufacture, only Sheet Metal Workers could be used and, if the products had to be made by hand process at greater cost, that was no concern of the union.

After the AFL–CIO merger in 1955, the Sheet Metal Workers, which previously operated as a craft union, determined to invade fabricating plants and advised its members to use their strength in the erecting field and refuse to handle, erect, or install products not made by members of their union.

Since about 1939, the Sheet Metal Workers Union has compelled contractors with whom it does business to sign a standard form of agreement which the union contends bars the contractor from handling, purchasing, or using in any manner any sheet-metal work or materials not made by members of the union. The union has contended further that it has not engaged in a boycott but has been insisting only on a contract clause aimed at preserving work opportunities for its members.

The Sheet Metal Workers Union has brought pressure to bear on architects to avoid including Burt products in specifications or to withdraw them if they have been put into specifications.

The Sheet Metal Workers has brought pressure on contractors and other persons in the sheet metal industry not to purchase or use any Burt products.

The union has published a "fair" list giving the names of concerns whose products are "acceptable for installation" by its members and has notified contractors that use of products of concerns other than those named would be considered a breach of the standard agreement.

The Sheet Metal Workers Union control practically all of the available supply of sheet-metal workmen in the United States and has withheld members from projects unless the contractor or owner agreed not to use Burt products.

The Sheet Metal Workers Union has, on occasion, prevented the unloading at job sites of products not made by its members, with the implied threat of a picket line that would compel the entire construction program to close down.

To avoid possible conflict with the secondary boycott provisions of the Taft-Hartley Act, the Sheet Metal Workers Union directs its campaign of intimidation against management or representatives of management.

Members of the union have been placed in fear of fines or other penalties if they work on Burt products and employers have been threatened with withdrawal of their working force and consequent closing of their business unless they agreed to refrain from using or installing Burt products.

The union has permitted installation of Burt products on hand on some occasions but only after the contractor agreed to the payment of a financial penalty which, in one case, was the payment of double time for work performed in installation of the particular products involved.

Where a contractor was bound by the terms of his contract to install Burt ventilators, he was told by union representatives that it was better for him to break his contract with the owner than with the union, and compelled to install equipment which the owner perhaps did not want.

The Burt Co. faced little prospect for success in litigation because harassment was occurring in many parts of the United States and a multiplicity of actions would be cumbersome and prohibitively expensive and boycott provisions of Taft-Hartley were ineffective because of many loopholes.

The quest for legislative relief at State and Federal levels had been nonproductive.

The facts have been laid before the Antitrust Division of the Department of Justice.

Unfair labor practice charges were brought before the NLRB in Cleveland against the international and several of its more active locals; the Board has issued a complaint, and in March of 1958 the Board secured a temporary restraining order from the U.S. district court in Cleveland, effective until such time as the Board makes a determination of the validity of the charges.

Appeals have been made to the higher echelons of the Steelworkers and Sheet Metal Workers Unions, only to be met by the adamant demand of the latter that the turnover of the Burt employees be ordered as the only means of settling the problem. The AFL–CIO has been unable to effect a settlement of this interunion dispute and it has been referred to an impartial arbitrator whose recommendation has not yet been forthcoming.

The boycott has cost the Burt concern a loss of $3 million to $4 million in business over the last few years.

Sawyer, who supplied specific instances to support his various allegations during the course of his statement, concluded by suggesting

that the Taft-Hartley Act be strengthened in the following four ways:

> (1) By making it unlawful to coerce secondary employers, as well as employees.
>
> (2) By plugging the loophole which now permits the boycott by the union by preventing workmen from accepting work for the secondary employer, or by failing or refusing to supply workmen for the purpose of carrying out the boycott.
>
> (3) By making the boycott unlawful whether it be one caused by the act of a single employee instead of the acts of two or more employees, as is required at present.
>
> (4) By not permitting either the union or the employer to legitimatize a boycott by contract, as the standard form of agreement of the Sheet Metal Union attempts to do, or as the hot cargo clause in other union contracts would do (p. 15428).

Examination of Sawyer by various members of the committee and by counsel developed these additional points:

(1) The standard agreement between contractors and the Sheet Metal Workers Union is in the nature of a "hot cargo" contract, the difference being that it applies to purchase, handling, and installations of goods rather than mere transportation.

(2) Since the Taft-Hartley Act specifies that employees have sole right to choose their bargaining representative, the Burt Co. would be forced into committing an unfair labor practice if it acceded to the demand that its employees be turned over to the Sheet Metal Workers.

(3) There are instances, notably in the New York and Chicago areas, where the union will not permit sheet metal products manufactured outside those areas to be shipped in, even though the fabrication has been done by members of the Sheet Metal Workers Union.

(4) The union avoids involvement with the law by putting pressure only on one person, thereby skirting the "concerted action" aspect of the law.

William O. Frost, business manager of Sheet Metal Workers Union No. 70 in Akron, submitted a prepared statement at the outset of his testimony which fixed the membership of his local at about 800 and the membership of the international union at about 100,000.

Frost's statement made these points:

(1) This is not a case of a giant union trying to harass and ruin a small employer but a case of a small union trying to protect the legitimate interests of its members and to enhance and increase the work opportunities of those employees it represents in the fabrication, assembly, and installation of sheet-metal products. It takes at least 4 years to produce a reasonably skilled metalworker; modern technological changes place additional burdens upon the members to increase their skills and adaptability; the union helps to do this through apprentice training programs licensed by various governmental agencies; and the union must be in a position to give some assurance that the acquisition of skill will be accompanied by a reasonable guarantee of steady employment.

(2) To reduce as much as possible the problem of seasonal unemployment which has always been a troublesome factor, the union, by contract with the sheet-metal contractor, endeavors to do a total job

of manufacturing, fabricating, assembling and installing sheet-metal products.

(3) The Burt Manufacturing Co. operated without any union for more than 50 years until 1941 or 1942 when employee dissatisfaction brought a request to his union for organization. The company vigorously opposed the move, granted wage increases, pressured the employees otherwise and defeated the attempt to organize. In 1943, Burt employees again expressed interest in the union, but the plant was finally organized in 1945 by the Steelworkers Union. Wage rates are below the Sheet Metal Workers scale and Burt enjoys a tremendous competitive advantage by reason thereof.

(4) Burt produces its products, sells them in the competitive market, and then asks employers under contract with the union to install what it produces when other employers can manufacture, assemble, install the same or similar products. As a result, contractors would merely sell the labor of skilled craftsmen and be denied the opportunity of manufacture and assembly. The union has the right to protect its own claim to work by insisting legally that employers under contract with it comply with the terms of their agreements and give the work covered by the agreements to employees represented by Local 70.

(5) The union is not engaging in a secondary boycott against any of Burt's products or any other employer. It is not striking Burt nor attempting to force its employees out on strike. The union is not attempting to organize Burt employees.

Senator ERVIN. Mr. Frost, are you telling the committee that you were not interested in any way in your union becoming the bargaining representative of those who worked at the Burt Manufacturing Co.?

Mr. FROST. No. I was not interested in representing the Burt Manufacturing Co. employees.

Senator ERVIN. You didn't even want them to join your union? Is that what you are telling this committee?

Mr. FROST. I had tried in 1941 and 1942 and I failed and from that day on when they went to the Steelworkers we forgot about them altogether. It was their privilege to belong to whatever union they wanted to. We did not interfere. We only wanted to get our contractors to live up to our standard form of agreement.

Hundreds of times there would be different articles that our shops could make, and we also tried to get them to perform that work with our members. That was my duty as the agent representing the union.

Senator ERVIN. If I understand the English language, you are stating positively that after 1941 and 1942 your union was not doing anything whatever to become the bargaining agent and had no desire to become the bargaining agent of the employees of the Burt Manufacturing Co.

Mr. FROST. That is right.

Senator ERVIN. Your sole objective, then, was to put the Burt Manufacturing Co. employees out of the job?

Mr. FROST. No; we were trying to keep our own men employed.

Senator ERVIN. In practical effect, you did not desire to represent the employees of the Burt Manufacturing Co., but you merely desired to persuade the public not to use any products that were manufactured by them?

Mr. FROST. We were only trying to get work, as I say, and get our contractors to comply with our union agreement. If Burt wanted to have the Steelworkers in there, that was their business. If the boys wanted to belong to the Steelworkers, that was their business. It wasn't ours. We were powerless. They didn't come to us and we didn't go to them (p. 15445).

* * * * *

Senator ERVIN. If the employees of the Burt Manufacturing Co. were some of your boys, then you would not exert any pressure to keep people from using products manufactured by them, is that not so?

Mr. FROST. If they were members of our union I would be required to represent them and fight for them.

Mr. KENNEDY. You are saying that you are not interested in having that come about. The only solution for the Burt Manufacturing Co. is to go out of business?

Mr. FROST. There is no way I can do anything about this. Under the law I cannot bother the employees out there. I have to stay away.

Mr. KENNEDY. So what you were trying to do actually was to put the Burt Manufacturing Co. out of business because you don't want to become the bargaining agent of its employees. You say that is illegal. You are going to continue the pressure because of these agreements that you have. So therefore what you are trying to do is to put the Burt Manufacturing Co. out of business?

Mr. FROST. This fight has been going on for 50 years or more.

Mr. KENNEDY. That is fine. Just answer the question.

Mr. FROST. Burt has been doing pretty well. They are enlarging their plant. They are not going out of business.

Mr. KENNEDY. I am not saying that they are going out of business. I am not saying that you will be successful. What you are attempting to do from your explanation here before the committee is put the Burt Manufacturing Co. out of business.

Mr. FROST. No. If we are to give up all our fabrication our contractors are going out of business. It will be such a thing that we won't have any sheet-metal job shops. The contractor will buy all the stuff. We will become a gang of erectors. We won't need journeyman sheet-metal workers.

Our shops have hundreds of thousands of dollars of investment and if we don't use the equipment our shops will go out of business and our boys will be on the street. So all we are fighting for is self-preservation (pp. 15450–15451).

Frost denied any participation in a suggestion that the Burt concern's troubles could be ended if the Sheet Metal Workers became the bargaining agent for the company's employees and maintained he

was not aware of any such proposal having been made by anybody else connected with the union.

O. L. Garrison, assistant to International President David J. McDonald of the Steelworkers Union, described to the committee the activities of the higher echelon of the Steelworkers in attempting to settle the problem.

Garrison told of the many complaints that were routed to him about refusal by the Sheet Metal Workers to install Burt products and identified a copy of a letter written by Robert Byron, general president of the Sheet Metal Workers, to P. W. Ohler, district director of the Steelworkers Union, on December 16, 1955, in which Byron stated that the Burt Co. "has been nonunion for our organization for many years" and "we hope in the near future when your agreement with this company expires that, with your help, we may be able to put them into our organization where they belong" (p. 15456).

Garrison testified that numerous conferences with top officials of the Sheet Metal Workers and with department heads of the AFL–CIO failed to produce any results and the situation reached a point where President McDonald wrote a letter to AFL–CIO President George Meany on November 7, 1956, urging him to have the Sheet Metal Workers cease and desist from boycotting Burt products or, failing to do that, requesting him to call a special meeting of the AFL–CIO Executive Council to deal with the matter. Meany referred it to the council at the winter meeting in February 1957; a committee was appointed to investigate, and the committee, acting on behalf of the council, issued an order to the Sheet Metal Workers to cease and desist from boycotting Burt products because the committee had found the union to be in violation of section 4, article 3 of the AFL–CIO constitution which protects the established collective-bargaining rights of all affiliates.

Sheet Metal Workers President Byron wrote a letter to President Meany on May 8, 1957, pledging that his union would not seek to establish a collective-bargaining relationship with Burt, nor would it consent to become bargaining representative for Burt employees "under any circumstances."

Said Senator Curtis:

> They take the position here they would not represent them. Yet they also take the position with contractors and subcontractors and ultimate customers that Burt products are never to be installed. So it leads everybody to a blind alley. According to their position, there is nothing to do but for Burt to fold up and for the men to be out of employment. Is that not true?
>
> Mr. GARRISON. That would be my interpretation of that in view of the actions that they have taken and had taken in the past (p. 15460).

Garrison testified that President McDonald complained to President Meany again on June 10, 1957, that the Sheet Metal Workers still continued the boycott activity and cited five specific instances of violation. Meany subsequently sent McDonald a copy of a letter dated July 19 from Byron in which the latter denied that the Sheet Metal Workers activity was directed against the Steelworkers or the Burt company but represented instead an effort by his union to protect its contracts and the enforcement of its contracts.

Garrison said the issue was referred to the AFL–CIO Executive Council again in February of 1958, resulting in the designation of David Cole as an impartial arbitrator. Garrison's testimony also covered other instances where there were expressions of a desire by the Sheet Metal Workers to become the bargaining representative for Burt employees.

Testimony generally corroborative of Garrison's was presented to the committee by Peter M. McGavin, assistant to AFL–CIO President Meany.

Edward F. Carlough, general secretary-treasurer of the Sheet Metal Workers International Association, also began his testimony before the committee with a prepared statement similar in content to that presented by Frost when he was on the stand.

The statement concluded with these observations:

> Efforts have been made through the public press and elsewhere to create the impression that our organization has singled out the Burt Co. for special treatment and that we have embarked upon a program which is intended to put them out of business. It has also been said that our purpose is to raid the Steelworkers and to obtain recognition for ourselves in the Burt plant.
>
> Nothing could be further from the truth.
>
> I cannot emphasize too much or too often that our sole purpose in enforcing our agreements with our contractors is for the protection of job opportunities for our members and the elimination of the unfair competition from employers, of which Burt is one, who receive such competitive advantage from the payment of lower wage rates.
>
> We sincerely believe that if we are denied this right of self-preservation, the employees whom we represent will gradually but surely be reduced to the function of merely installing prefabricated items manufactured at low wage rates by employees of other companies. Our wage rates will in turn be lowered, our apprentice training program placed in jeopardy, and the skilled manpower of our trade reduced.
>
> * * * * *
>
> It has already been severely curtailed by existing laws which prevent us from encouraging those whom we represent to refuse to handle or install products made by other employers, regardless of its effect upon their work opportunities. It would seem manifestly unfair to impose any further restrictions. This would be particularly true if we should be precluded from including our own employers to perform work which they have every right to perform and which would otherwise be denied them by unfair competition from other employers.
>
> Mr. Chairman and members of the committee, we feel that our activities in this situation are justified and necessary for the preservation of the rights of those whom we represent and should not be prohibited or curtailed (pp 15476–15477).

Senator Ervin declared that he construed Carlough's statement to mean—

> according to your interpretation of your bargaining agreements, that you require every person you contract with to agree to boycott everybody or all items or products that are not fabricated by members of your union.
>
> Mr. CARLOUGH. We don't consider that forcing anybody to boycott anybody (p. 15477).

Carlough was interrogated about his union's activity after the AFL–CIO cease-and-desist order.

> Mr. CARLOUGH. Our interpretation of cease and desist was not to impair the bargaining relations of the Burt Manufacturing Co. and the Steelworkers, which we never did do. To make sure that we wasn't, we reaffirmed that we hadn't done it but if they said we did it we would stop doing it. But we had nothing to stop. We never did do it.
>
> Senator CURTIS. In other words, you continued just as you had before the letter.
>
> Mr. CARLOUGH. Yes, sir (p. 15481).

Carlough also declared that—

> we would not violate any of our agreements with our employers or cancel any agreements because of Mr. Meany's letter until we find out whether we are right or wrong. That is a voluntary organization. Mr. Meany cannot dictate the terms of our agreements with our contractors.
>
> * * * * *
>
> Senator ERVIN. Suppose that the Burt Manufacturing Co. came to you and said: "Mr. Carlough, your local unions are persuading the people not to purchase or use our products and we want to get along on good terms with you. We want to stay in business. We want to protect our investment. We want to stay in business and we would like to be able to sell our products without any interference from the Sheet Metal Workers, and I would just like to know"—this is Burt Manufacturing Co. now and not me—"what we can do to get your locals to put an end to this activity they are directing toward our products." What would you tell the Burt Manufacturing Co.?
>
> Mr. CARLOUGH. They did come up and asked a little further than that. They asked us how could they get in and get our agreement. Mr. Sawyer asked us that.
>
> Senator ERVIN. What did you tell them?
>
> Mr. CARLOUGH. We told them that he nor anybody else could do that. It was up to the members to vote what local union the members wanted to go into (p. 15483).
>
> * * * * *
>
> Senator ERVIN. In other words, as far as you are concerned, you left him without hope in this world?
>
> Mr. CARLOUGH. Without what?

> Senator ERVIN. Without hope in the world of finding any way in which he could have an end put to these activities. Is that what you are telling us?
>
> Mr. CARLOUGH. I didn't tell him nothing at all about he hasn't got any hope in the world, because the Burt Manufacturing has been in a long time, 68 years, and they have been doing business for 68 years, and still doing it (p. 15485).

Senator Ervin established through interrogation of Carlough that the standard form of agreement was formerly required by the union's constitution, but Carlough testified that this provision has since been removed from the constitution although the forms are still supplied to locals "as a guide" for contractual relations.

> Senator ERVIN. So striking the provision requiring them out of your constitution didn't seem to have affected your practice any?
>
> Mr. CARLOUGH. Well, it is only taken fully out of our constitution September 15, sir (p. 15489).

Carlough objected to the designation of the union's publication of the names of contractors who have signed the standard agreement with the union as a "fair list" and said no such characterization appears in the book issued by the international.

A letter dated March 3, 1958, sent to sheet-metal contractors by Carl R. Rider, a business agent for local 36, which referred to "the enclosed list containing names of fair contractors" was displayed to Carlough.

> Senator CURTIS. He says fair contractors according to the international union.
>
> Mr. CARLOUGH. That is the way he wants to phrase it.
>
> Senator CURTIS. You are repudiating his statement.
>
> Mr. CARLOUGH. I repudiate his statement if he says the international sent him a list and says it was fair contractors. We sent him a book. The book speaks for itself. If he wanted to add that, that is his business (p. 15494).

FINDINGS—SECONDARY BOYCOTTS

The area of secondary boycotts is one which received prominent attention by the committee, and hearings were held which were in large part responsible for the inclusion of the secondary boycott provisions in the legislation enacted during the 1st session of the 86th Congress, the Labor-Management Reporting and Disclosure Act of 1959. It is the hope of the committee that this legislation will correct the inequities which existed.

These hearings break down logically into four principal divisions, each one of which illustrates a portion of the boycott problem:

1. The Waldorf-Astoria Hotel-Terminal Barber Shops, Inc., case;
2. The Nebraska Teamsters hot cargo cases;
3. The Texas Teamsters hot cargo cases;
4. The Burt Manufacturing Co. case.

The hot cargo category deserves a separate mention here. The hot cargo clause is a clause inserted into most, if not all, Teamsters Union

contracts with employers. Briefly, it provides that the employer will not require his employees to handle goods designated by the Teamsters Union as "unfair." This clause may be invoked against any employer engaged in a dispute with the Teamsters. The net effect is to have the distinterested employer help to force a settlement in a case in which he is not directly interested. Since many trucking firms have as much as 50 percent or more of their business transferred to other trucking firms in transit, the invocation of this clause has a devastating effect on the volume of business.

WALDORF-ASTORIA HOTEL-TERMINAL BARBER SHOPS, INC., CASE

The power of the Teamsters and their capricious use of it were never more clearly demonstrated than in the case involving organization of the Terminal Barber Shops, Inc., a New York corporation, by the Barbers Union of the AFL–CIO.

Terminal Barber Shops, Inc., operated shops in a number of locations, mostly in New York. The barbers were represented by another union, the Terminal Barbers Guild. This was a legitimate labor union, recognized by the New York State authorities. Originally an attempt was made to convince a number of the members that they should join the Barbers Union of the AFL–CIO.

Failing in this, the Barbers Union attempted to force recognition by asking the management of the Waldorf-Astoria Hotel to cancel the lease of Terminal Barber Shops, Inc. This, too, was unsuccessful.

After a short notice, the Barbers Union placed pickets at all of the main entrances of the Waldorf-Astoria Hotel. Within a day or two the pickets were withdrawn from all entrances except the loading dock. The pickets were ineffective until the Teamsters Union recognized the picket line at the loading dock and shut off all deliveries. With supplies shut off, a gradual paralysis set in at the Waldorf.

The lack of storage space at the Waldorf precipitated a crisis within a few days. The Waldorf was faced with the alternative of closing or applying pressure on the barbers to sign up with the Barbers Union of AFL–CIO. The latter course was chosen.

In response to the pressure by the Waldorf, the barbers elected to join the AFL–CIO Barbers Union. This is a clear-cut case in which a disinterested party, the Waldorf-Astoria Hotel, was the object of pressure to enforce the demands of the Barbers Union, effectively abetted by the Teamsters Union.

THE NEBRASKA TEAMSTERS HOT CARGO CASES

The need for legislation was amply demonstrated by the fact that Coffey's Transfer Co., Alma, Nebr., fought and won every legal battle in its dispute with the Teamsters, but was forced out of business.

The Teamsters sought to sign a contract with Coffey without securing the consent of the employees. Neither the employees nor the employers desired representation by the Teamsters. The secondary boycott invoked by the Teamsters shut off Coffey's interchange freight, without which he could not survive for long. This was accompanied by violence and destruction; the crippling factor, however, was the boycott.

Coffey sought legal relief from the courts and the NLRB and was adjudged to be right in each case, but, in the space of 6 months, he was forced to sell his company at a substantial loss.

A somewhat similar course of events affected Clark Bros. Transfer Co. of Norfolk, Nebr. However, Clark Bros. were able to combine with others in similar positions and stay in business. In the case of Coffey, the union sought an election and lost; in the case of Clark Bros., the union did not even seek an election.

THE TEXAS TEAMSTERS HOT CARGO CASES

The factors involved in the Texas case are somewhat similar to those in the Nebraska case. However, the use of violence was much better organized and much more intensive. In this case an NLRB election was sought by the union and, after it was overwhelmingly defeated, the union sought no more recourse to this method of learning the will of the employees.

Hired strong-arm men harried the employees of Southwestern Motor Transport, with weapons up to and including firearms.

An additional organizing technique involved the use of stolen dynamite in bombings and attempted bombings.

In both the Nebraska and the Texas cases, all of the principal union witnesses invoked the fifth amendment.

In these cases, as in others, the committee heard stories of destruction, violence, physical injury, and one alleged killing, all purported to be perpetrated to further the interests of the workingman.

In the Galveston Trucking Co. case, the committee learned that this firm had sought and received from the Interstate Commerce Commission permission to duplicate the operating rights of the companies which would not accept Galveston's freight. This action was of great assistance to the industry in this problem, but it is hoped that the measures provided for in the Labor-Management Reporting and Disclosure Act of 1959 will be of more basic assistance.

THE BURT MANUFACTURING CO. CASE

In this instance the committee heard how one firm in Akron, Ohio, was caught between an industrial union, the United Steelworkers of America, and a craft union, the Sheet Metal Workers International Association, each claiming jurisdiction over the company.

Burt had signed a contract with the United Steelworkers with a union shop clause. The Sheet Metal Workers, whose members install the products produced by Burt, refused in many cases to install these products on the grounds that the products were not made by members of their union.

The Sheet Metal Workers claimed that they were defending the integrity of their craft by this action, whereas Burt and the United Steelworkers claimed they had signed a contract in good faith and were adhering to it and, therefore, should be permitted to function without interference.

This matter has been referred to the AFL–CIO Executive Board, which found unanimously for Burt and the United Steelworkers, and instructed the Sheet Metal Workers to cease and desist.

The Sheet Metal Workers have made no change in their policy.

The secondary boycott provisions of the Labor-Management Reporting and Disclosure Act of 1959 now prohibit secondary boycotts in jurisdictional disputes, as well as boycotts in other types of cases heretofore discussed.

Sheet Metal Workers International Association, Chicago Area

Dilution of the democratic processes in labor unions and the corresponding ascendancy of autocratic control are evils assumed by the uninitiated to be problem areas only for the affected labor organization.

But all too frequently there are byproducts of this initial seizure of power by a hard core of opportunists who, motivated by greed, extend despotic practices in an ever-widening circle that eventually engulfs whole segments of a particular industry.

When a specifically defined right to an exclusive function in the construction field is coupled with tight control of the labor supply in the particular skill involved, the potentiality for abuses associated with a monopolistic position is intensified.

The way is thus opened for (*a*) the levying of tribute for the mere privilege of doing business with the union and (*b*) the imposition of conditions so onerous that companies engaged in the specific field with which the union is identified run the unpalatable risk of being unable to survive.

Further complicating the picture is the undeniable fact that in the larger metropolitan areas of the country that have been heavily unionized it is almost mandatory to operate a union shop. Architects, contractors, and manufacturers or companies requiring construction work to be done are disposed to avoid probable conflict with a union and refuse to accept bids from the small independents unless they have been unionized.

The plight of the small independent who is faced with this dilemma was graphically described during hearings conducted by the committee in December 1958, following an investigation of the Sheet Metal Workers International Association in the Chicago area.

Nearly a dozen small contractors specializing in heating equipment installation were called to the witness stand before the committee and testified uniformly to having paid the president and/or business agents of Local 73 of the Sheet Metal Workers sums ranging from $250 to $400 each for the mere privilege of acquiring union shop recognition. One witness testified that he was forced to go to work for another contractor because the union withheld for almost a year his "OK" to go into business on his own, and three witnesses charged that the union, acting in concert with other contractors, participated in the rigging of bids for work done principally on public buildings. Still another testified that the president of the union offered to obtain "State work" for him providing he would pay 2 percent of the contract.

The president of local 73 is Arthur H. "Harry" Cronin. He also is fourth vice president of the Sheet Metal Workers International.

The committee also heard testimony that a Kansas manufacturer of heating and air-conditioning equipment paid a total of $27,000 to Cronin to "alleviate" interference with the installation of its equip-

ment in various parts of the country. These payments were spread over the period from 1952 to the end of 1954.

The Kansas firm was the Coleman Co., Inc., of Wichita, which ranks among the first 10 manufacturers of heating equipment and air-conditioning equipment, according to Carl L. Burrows, formerly a vice president and now the manager of the company's midwestern division. The company has been making heating equipment for about 20 years and started in the air-conditioning and warm-air furnace field in about 1950.

By the following year, Burrows testified, the company was experiencing difficulty in getting its products placed and having the Sheet Metal Workers handle them. The Coleman concern had an independent union in its own plant, the National Appliance Workers, and part of its product was being produced by a firm in St. Louis which had a contract with the Stove Mounters Union "but we found that didn't solve our problem," Burrows said.

The responsibility for getting the problem solved was delegated to Louis Marks, now deceased, who was the sales manager of the company's heating division. Burrows said Marks eventually reported to him that $2,000 was needed to "correct our problem" and he and Marks went to Chicago where he cashed a company check dated May 8, 1952, for that amount at the Continental Illinois Bank & Trust Co. "The cash was placed in an envelope and Mr. Cronin was with Mr. Marks, and on the street, outside of the Continental Illinois Bank, I handed Mr. Cronin the envelope with the $2,000 in it," Burrows declared.

> Mr. KENNEDY. How did you understand, or what was explained to you, as to why you had to pay Mr. Cronin the $2,000?
>
> Mr. BURROWS. Well, all I can tell you, sir, is Mr. Marks told me that he thought it could solve our problems (p. 15762).

Burrows said he had the impression that the $2,000 payment was all that Marks needed but that Marks came back in January 1953, and said he need another $5,000.

> Mr. KENNEDY. Did you understand it was going to be for the same purpose?
>
> Mr. BURROWS. That is right.
>
> Mr. KENNEDY. Had the first $2,000 that you paid in June 1952 achieved the purpose that you desired?
>
> Mr. BURROWS. Not wholly, but to a very substantial degree.
>
> Mr. KENNEDY. Had it alleviated your labor difficulties?
>
> Mr. BURROWS. It had; yes.
>
> Mr. KENNEDY. The situation had improved a great deal?
>
> Mr. BURROWS. It had improved.
>
> Mr. KENNEDY. Over the period of June 1952 to January 1953?
>
> Mr. BURROWS. That is correct.
>
> Mr. KENNEDY. And Mr. Marks told you another $5,000 was necessary?
>
> Mr. BURROWS. That is correct.

Mr. KENNEDY. Were you present when that $5,000 was paid?

Mr. BURROWS. I will have to look back at the record, sir. I think I was. Yes, sir.

Mr. KENNEDY. How was that handled?

Mr. BURROWS. That was paid—I cashed the check at the Continental Illinois. Mr. Marks and I met Mr. Cronin in either Mr. Marks' room or mine. I can't be sure which room it was in the La Salle Hotel in Chicago. It was paid there. I cashed the check, had the money placed in an envelope, gave it to Mr. Marks, and he handed it to Mr. Cronin (p. 15764).

Burrows identified a company check for $5,000 dated January 15, 1953, as the one he cashed on this second occasion. Six months later, Burrows authorized the issuance of another company check for $5,000 dated June 18, 1953, which, he said, was given to Marks who cashed it in Chicago.

Mr. KENNEDY. And you understood this was also going to Mr. Cronin?

Mr. BURROWS. That is correct.

Mr. KENNEDY. That was why the check was made out?

Mr. BURROWS. That is correct.

Mr. KENNEDY. And that why the check was cashed?

Mr. BURROWS. That is correct.

* * * * *

Mr. KENNEDY. Were you achieving the labor peace that you desired during this period of time?

Mr. BURROWS. I wouldn't say, sir, that we were using the proper approach, but yes, we were having no further trouble.

Mr. KENNEDY. You were getting what you were paying for?

Mr. BURROWS. I think so (pp. 15765–15766).

Burrows testified that he ordered the issuance of $5,000 checks dated December 29, 1953, and June 3, 1954, which also were handled by Marks in the same way, but he personally handled a $5,000 check dated December 1, 1954, because Marks was no longer with the company.

The delivery of cash in an envelope was made to Cronin in the cocktail lounge of the La Salle Hotel in Chicago, Burrows asserted, and at the same time he turned over to Cronin some correspondence from a firm in Grants Pass, Oreg., which was "having some troubles." Burrows added that he asked Cronin "if he could do something to help me on it" (p. 15768).

A few days later, Burrows testified, he received a letter from Cronin—it was dated December 24, 1954—returning the $5,000, after which Burrows called Cronin in Chicago and subsequently visited him early in January 1955, because "I was afraid we were going to have some more difficulty." At the January meeting, Burrows described Cronin as "being somewhat agitated and I can assure you that I was" (p. 15770).

Mr. KENNEDY. Did you subsequently learn that the Internal Revenue Department had been watching the transaction between you and Mr. Cronin in December of 1954?

Mr. BURROWS. I didn't know it until about October of this year.

Mr. KENNEDY. But you did learn in October that they had had an agent in the room when you made this payment?

Mr. BURROWS. Yes. I obviously didn't know it at the time.

Mr. KENNEDY. Do you think that that might have been the explanation, that Mr. Cronin had learned about the fact that they had an agent there and for that reason had returned the $5,000?

Mr. BURROWS. That is about the most plausible answer I can think of.

The CHAIRMAN. Do you know whether he reported the other $22,000 on his income or not?

Mr. BURROWS. I have no idea.

The CHAIRMAN. He never returned any of the other $22,000?

Mr. BURROWS. No, sir.

The CHAIRMAN. A possible return of it was never discussed between you?

Mr. BURROWS. No, sir.

The CHAIRMAN. That he retained, but he did return the last $5,000?

Mr. BURROWS. That is correct (p. 15771).

Burrows described to the committee the method by which the Coleman Co. obtained a union label for its products. He said Marks came to him, obviously at the suggestion of Cronin, and told him of the necessity for a union label. Arrangements were made to subcontract those parts of the distribution system in which the Sheet Metal Workers were interested to the Sterling Manufacturing Co. in Wichita, which, in turn, signed a contract with the Sheet Metal Workers Union covering the employees doing the subcontract work for the Coleman Co.

Mr. KENNEDY. That started in January of 1953, or thereabouts?

Mr. BURROWS. I think that is substantially correct.

Mr. KENNEDY. But between June of 1952 and January of 1953, even though you didn't have any label on at all, the difficulties that you had had with the union were alleviated?

Mr. BURROWS. They were alleviated. Not entirely solved, but alleviated (p. 15772).

Affidavits corroborating this part of the testimony of Burrows were placed in the record. The affidavits were given by John Schul, formerly purchasing agent and director of material for the Coleman Co.; Floyd Wayland Richards, who was administrative assistant to Burrows from 1950 to 1955; and Milton K. Arenberg, president of Robert Barclay, Inc., Chicago, Ill., which handled Coleman products in the Chicago area from 1953 to 1957.

Summoned to the stand after Burrows completed his testimony, Cronin categorically denied ever having received any money from

either Burrows or Marks, with the exception of the $5,000 he returned in December 1954. Cronin has been a member of the Sheet Metal Workers since 1925; an officer of local 73, which covers Cook and Lake Counties in Illinois, since 1941; president of the local since July of 1948, and an international vice president since October of the same year.

Cronin acknowledged that there had been discussions, usually with Marks, about the Coleman concern's problems but he insisted that he was not interested in what happened in other parts of the country and that the most he did about the situation was to bring it to the attention of the general office of the international and it was thereafter handled "by one of the international men." He added that, "I had no power to do anything other than in our own jurisdiction in Chicago" (p. 15782).

Burrows had testified that Marks made the third payment to Cronin at the end of June in 1953. On July 2, Cronin wrote a letter to Burrows stating that he spent "a pleasant few hours with Lou Marks in Chicago, Ill., last week. We discussed conditions in various parts of the country relative to your product, and again I would like to assure you of our cooperation as we feel that the agreement is of mutual benefit." Burrows replied under date of July 7 and stated, "it would appear that our working arrangements with your union are excellent" (p. 15785).

Cronin told the committee he thought the "agreement" he referred to in the letter was an agreement between the Coleman Co. and the international, although the record is plain that no such agreement ever was made. Burrows was recalled and stated that the only "agreement" he knew about was that under which Cronin was receiving the periodic payments and the "cooperation" was the fact that, "when we had trouble we would call it to Mr. Cronin's attention and he took care of it for us" (p. 15789). Burrows said further that his statement about the excellent working arrangements with Cronin's union meant "that we were getting along fine" and that the results "were satisfactory, excellent" (p. 15790).

Cronin testified that he told Burrows, when the latter met him in Chicago early in 1955, that he returned the $5,000 "because I didn't want it."

> The CHAIRMAN. Did you discover at that time that an internal revenue man was witnessing these payoffs?
>
> Mr. CRONIN. I did not know anything about that. I don't know anything about it now.
>
> * * * * *
>
> The CHAIRMAN. Do you mean to say you never heard of such occurring?
>
> Mr. CRONIN. No; I can't remember hearing anything like that (pp. 15790–15791).

Cronin "thought" he sent the $5,000 back to Burrows the very next day after the meeting in the cocktail lounge, but it was pointed out that the date on the letter was 4 days later and the letter actually was postmarked December 27, 7 days after the occurrence. Cronin replied that it might have been 1, 2, 3, or 4 days after payment of the $5,000

before he went to the bank and purchased a cashier's check with the same money that was in the envelope. He never told anybody about receiving the $5,000 or sending it back and he said he did not consider it was a "bribe" but more like "a Christmas present" that he did not want and refused to accept. He did not remember making any particular effort to learn from Burrows what reason he might have had for trying to give him $5,000.

Cronin admitted that he owned the Acme Furnace Fitting Co., which had a contract with his union, but sold it to George Sullivan in 1954 or 1955 for "around $50,000." Also included as part of the deal was his stock in the Sunbeam Air Conditioning Co., whose sheetmetal workers were covered by a contract with his union.

Cronin flatly denied that he or any of the union's business agents ever suggested to contractors that they give business to the Acme concern when he owned it (p. 15799).

Cronin also denied unequivocally that he had ever exacted cash payments of any kind "for any purpose whatever" from any contractor or employer. He also testified that any money paid into the union by a sheetmetal worker wanting to become a member was based upon 100 hours at the prevailing rate, which at the time was $3.75 or a total of $375 as initiation fees. The 100-hour figure, Cronin said, is customary in most building trade unions.

Senator Kennedy expressed the opinion that the $375 initiation fee charged in local 73 was "much too much," particularly when the work involved may not endure for a long period of time. Cronin replied that the 100-hour determinant is common in the building trades, and Senator Kennedy observed that the custom ought to be changed.

Warren A. Tapper, president of Tapper's Central Heating Co., Des Plaines, Ill., 22 miles from Chicago, began operations as a nonunion shop in 1947. He was installing heating systems in new homes in the fall of that year when he got a call from Cronin to the effect that the work "belonged to union men and you are nonunion."

Tapper testified that he told Cronin, "Well, as long as I have the contract, I consider it my work, and according to the Taft-Hartley Act I could run nonunion men," and he quoted Cronin as retorting, "Well, we don't believe in the Taft-Hartley Act." Tapper said he told Cronin he had 10 more homes to finish and Cronin promised not to give him any trouble providing he would not start any additional jobs "until you meet with me" (p. 15808).

After finishing the 10 homes, Tapper declared, he bought out a union shop, Crowe Sheet Metal Co., and was told by Crowe that he wouldn't have any further trouble because Crowe had paid Cronin $500 for the privilege of operating. But, according to Tapper, Cronin had other ideas and Crowe was summoned to the union office and informed that there would have to be another payment or Crowe would have to get out of the shop, even though Crowe had carried a card in the union for "a good many years." Crowe was killed in an automobile accident not long after that and, Tapper said, "the day after the funeral they were back in my shop looking for money" (p. 15809).

It was Shannon Troutman, business agent for local 73, who told him that it would cost him $500 "to get straightened up," Tapper testified, and Troutman told him to meet Cronin. Meanwhile, Tapper said, he was contacted by the Pipefitters Union and a member of the

contractors association who advised him not to pay any money because "there was an investigation on." Suspecting that "they were trying to make a guinea pig out of me," Tapper nevertheless met with Cronin, told him about the investigation, and let Cronin know he didn't want to get mixed up in it (p. 15810).

Tapper quoted Cronin as saying, "Under the circumstances, I won't take any money from you now," and they agreed on a 60-day moratorium which ended, according to Tapper, with Troutman back in his office "hollering and yelling that I had no business operating" and again telling Tapper to get in touch with Cronin. Tapper said he called Cronin and made an appointment to meet him the following morning at his home, at which time he laid $250 on the breakfast table. Tapper quoted Cronin as asking where the other $250 was, to which Tapper replied, "Well, you promised me that I could get in for less money." He said Cronin did not press the point.

Declaring that "no one can open up a sheetmetal shop and hire union men without first paying off" in the Chicago area, Tapper testified that the payoff is "what the traffic will bear" and that it is generally accepted by everybody in the business that it is a necessary payment (p. 15811).

Although he was importuned "from time to time" by Acme Co., salesmen to buy their products and "be on the good side" of Cronin, Tapper declared he never purchased from Acme. He also told how the union business agents "from time to time" told him he should have the union label on pipe and fittings and gutters, and he declared, "Acme was the only shop in the Chicago area with the union label" (p. 15811).

> Mr. KENNEDY. So if you had the union label, you had to get it from Acme?
>
> Mr. TAPPER. That is right, sir (p. 15812).

Testifying with apparent reluctance, Harold Erck, president of Air-way Heating & Ventilating Systems, Chicago, described how he started in business in November 1950. Cronin first checked with Erck's former employer and obtained his assurance that he had no objection to Erck going into business for himself, and then Cronin "suggested" a donation to a fund "for sheet metal workers who were sick or in hospitals or out of work," to which Erck agreed to the extent of $300, which he paid in cash "because I was asked to give cash."

> The CHAIRMAN. Of course, you knew what it was, a payoff, so that you could go into business, didn't you?
>
> Mr. ERCK. Well, you are telling me.
>
> The CHAIRMAN. I am asking you.
>
> Mr. ERCK. Well, I imagine it was.
>
> The CHAIRMAN. That is what you regarded it as at the time; is that correct?
>
> Mr. ERCK. I took it that way; yes.
>
> The CHAIRMAN. All right.
>
> Mr. KENNEDY. How did you make that payment?
>
> Mr. ERCK. I went to the bank and drew $300. I think I put it in an envelope. I don't remember exactly, but I think I put it in an envelope and took it over to the union hall.

The CHAIRMAN. That was the accepted method of delivering it, wasn't it, putting it in an envelope?

Mr. ERCK. I don't know. This is the first and only time I have done it, so I don't know whether it was the accepted method or not (p. 15815).

Erck recalled another payment "somewhere between $30 and $50" which he made at the union office because either steamfitters or pipefitters had done some work that should have been performed by sheet metal workers. This, Erck explained, was "to compensate for the loss of time by somebody who would have been doing that work if the pipefitters had not been doing it."

The CHAIRMAN. Do you know whether the fellows who lost the time ever got the money or not?

Mr. ERCK. That I do not know.

The CHAIRMAN. You have doubts about it, don't you?

Mr. ERCK. Well, that would be strictly my own thoughts.

The CHAIRMAN. I was able to interpret your thoughts correctly?

Mr. ERCK. I think that you were (p. 15817).

The amount of the "donation" from those seeking the union's blessing to operate was up to $400 by 1956, according to the testimony of Bert Galiger of Libertyville, Ill., sole proprietor of the Galiger Heating Co. Galiger said his company had work coming up on new construction "that was expected to be done by union employees." He had been operating for 10 years with nonunion help but in view of the impending work "I wanted my sheet-metal men to be accepted in the union," so he called local 73 and Martin J. Howard, a business agent, was sent to talk to him.

Howard "suggested" that $400 be "contributed" to the "older sheet-metal men who had been such before welfare and pension funds were set up," Galiger stated, and Howard also insisted on cash. Galiger identified a check drawn to the order of "cash" and dated July 19, 1956, which he said he took to the bank on that occasion. He said he gave the $400 to Howard.

The CHAIRMAN. Where did this money go?

Mr. GALIGER. I have no idea.

The CHAIRMAN. Do you know of any organization or any setup whereby money is collected for old sheet-metal workers who got old and out of business before they set up the pension for them?

Mr. GALIGER. I don't, sir.

The CHAIRMAN. Is that the only time you ever heard of such a thing.

Mr. GALIGER. That is right.

The CHAIRMAN. You were rather skeptical about the truthfulness of that statement at the time, were you not?

Mr. GALIGER. That is right.

The CHAIRMAN. You knew actually what you were doing was making a payoff to a union official?

Mr. GALIGER. Well, as far as general hearsay was concerned.

The CHAIRMAN. You had heard of such things before?
Mr. GALIGER. That is right.
The CHAIRMAN. So therefore you didn't protest very much, and you just knew that was expected of you and if you went in business that is the way you would have to do it?
Mr. GALIGER. That is right.
The CHAIRMAN. And you went and got the money for that purpose?
Mr. GALIGER. That is right.
The CHAIRMAN. Have you ever heard of any one old sheet-metal worker getting one dime out of any of these collections?
Mr. GALIGER. No, sir.
The CHAIRMAN. Do you know anyone who might give us some information about that?
Mr. GALIGER. No, sir (pp. 15819–15820).

Galiger positively identified Howard in the hearing room as the man to whom he paid the $400 and Howard was immediately summoned to the witness stand.

Howard testified he had been a member of the union for about 25 years and had served as a ventilating inspector for the city of Chicago prior to his appointment as a business agent in January 1953. Beyond that, Howard refused to give any further testimony, invoking the fifth amendment to all questions relating to the $400 transaction and what became of the money.

Testimony involving Cronin in the manipulation of bids for work to be performed in public buildings in the Chicago area was elicited from Cecil L. Johnson, Worth, Ill., president of the Bond Ventilating Co., Inc., who set up his business in November 1949. His first move was to contact Cronin because "in order to contact or be accepted in all offices like architects, and heating contractors, or factories of other kinds, you must be union or they will not accept you" (p. 15826).

Cronin "got mad" when Johnson told him he was going into business but, "finally he told me that he would let me go in if I gave him $300" (p. 15826). Johnson said he tendered a check but Cronin told him to cash it and bring the money back, which he did. Johnson quoted Cronin as saying the money "was going to go for Christmas baskets to the poor people" but "I pretty well assumed it wasn't" (p. 15827).

The CHAIRMAN. The fact is you knew it was just a payoff to get the privilege of going into business without being molested; is that not true?
Mr. JOHNSON. Yes, sir; and we know you have to give that to go into business, and that is standard practice.
The CHAIRMAN. You had known about that before you started to go into business, had you not?
Mr. JOHNSON. No; I can't say that. But I found it out real quick when I set my business up (p. 15827).

Johnson told the committee that he learned that some ventilation work was going to be done on the seventh floor of the county hospital in Chicago—he believed it was in 1955—so he obtained a copy of the plans as a preliminary to submitting a bid. Cronin, he said, called him from Florida and instructed him not to bid on the project or

"he would have a business agent at the door and they would rip their (his employees) cards in half and I would be out of business" (p. 15835). Johnson said he heeded the warning and "never even figured the job," and quoted Cronin as saying, "it was out of my territory, and I should not bid on the higher stuff" (p. 15828).

Subsequently, Johnson testified, he went to the Chicago Transit Authority and "got on the bidders' list" there, about 3 or 4 months after the county hospital episode. He then submitted a low bid of $17,500 for a small ventilation job and was successful, the next lowest bid being $32,000, approximately.

Cronin summoned him to the union office not long after that, Johnson declared, and told him he "should go with these boys in this thing."

> Mr. KENNEDY. Go with the employers?
> Mr. JOHNSON. Yes, sir.
> Mr. KENNEDY. What did he say, and what conversations did you have with him?
> Mr. JOHNSON. He said that they will contact you, and "now this is very embarrassing, and you should go with them on the next go-around" (p. 15831).

Cronin also gave instructions, Johnson added, to clear all future bids with him.

It so happened, Johnson testified, that the Chicago Transit Authority had received bids on another job just before his $17,500 proposal stirred the authority's interest. The CTA had rejected all bids on this other project because the lowest figure, $79,000, was considered excessive.

When the CTA asked for new proposals on this other job, Johnson asserted, he was asked to submit a bid on it. He then testified that he got a call from Cronin who instructed him to "complement the bid." This, Johnson said, meant to bid higher than a contractor who was going to get the job.

Cronin told him, Johnson went on, that he would have the contractor call and tell "what figure to put in" (p. 15829). The next development was a visit from a man Johnson "believed" was a Mr. Brown, head of the Reynolds Corp., who was accompanied by "a big fellow who made a lot of noise and tried to be rough, and he didn't hurt me, and he didn't threaten me or anything, but just cracked his knuckles, and stuff like that" (p. 15830).

> The CHAIRMAN. In other words, he was making a demonstration so as to intimidate you; is that right?
> Mr. JOHNSON. In a way; yes, sir.
> The CHAIRMAN. In other words, he was strutting around there and showing his authority?
> Mr. JOHNSON. Yes, sir (p. 15831).

Notwithstanding the demand that he "complement" his bid, Johnson said he submitted a figure of around $53,000, but another concern he identified as the Zack Co. took the contract with a proposal of $47,000.

Johnson also recalled that Cronin, during one of the discussions about the bidding practices, told him that "if I would go along with

them on things, he would try to get me some State work and I would have to pay him 2 percent" (p. 15832).

Johnson also cited two instances where contractors informed him that they had control over certain areas and that he should refrain from making any bids for jobs in those areas. He identified one as the Kaiser Corp., which warned him not to bid for a job at the Photocopy plant because "they had been in there for years and it belonged to them" (p. 15836). Johnson said his firm submitted a bid but did not get the work.

On another occasion, Louis Narowetz, a big ventilating contractor in Chicago, "took my partner and I out to lunch one time and told us that we should stick out on the outer edge of town and try to develop those little factories that are going to grow into bigger factories some day and that the Loop belonged to him and the other boys" (p. 15836). Johnson's partner then was E. W. Berg, present owner of Berg, Inc.

Johnson testified that he also was required to pay $50 each to Cronin for five apprentices furnished by the union. On a couple of occasions he passed the money to Cronin in an empty cigarette box (p. 15834).

Johnson also asserted that business agents Ray Caldwell and Joseph Kaberlein each collected $50 from him for the settlement of small grievances, that he gave Cronin a $75 set of cuff links as a Christmas present, and that his partner, Berg, spent "probably around $100" for a wedding present for Cronin's daughter.

Johnson recalled one instance where he visited a job and found the apprentice working alone. The apprentice told him the other men had just gone to lunch, but the superintendent on the project informed him that the men didn't report until 9 o'clock, left at 10 and remained away until 2:30. "I told the apprentice to tell them, to fire them when they come in. So he fired them, and that was almost the end of his union career. I had to pay them an extra day's wages each because they had been fired wrongly. They should be fired by an executive of the company" (p. 15839).

Although he started in business in 1948, Wilbur Jolicoeur of Medina, Ill., president of the Jolicoeur Metal & Heating Co., Melrose Park, did not enter into any arrangement with local 73 to form a union shop until 1952. He testified that either Cronin or Shannon Troutman told him to bring $300 in cash to the union hall and that it was "compensation for the union officers" (p. 15841).

In 1953 or 1954, Jolicoeur said, he started to bid on industrial work. Almost immediately, according to Jolicoeur, he began to get calls from the union "saying that our shop wasn't big enough, wasn't equipped well enough to handle big work; that we shouldn't be taking it." At the same time he was told, "we shouldn't even attempt to undertake any job larger than $5,000, and if we did, we should call down to the hall and get clearance from them first" (p. 15841).

Jolicoeur could not say whether the calls were coming from Cronin or Troutman but, "just those two are the only gentlemen I have had any dealings with at the union."

> Mr. KENNEDY. You can't identify any particular call with any particular individual, but the people that called you from

the headquarters were either Mr. Troutman or Mr. Cronin; is that right?

Mr. JOLICOEUR. Yes (pp. 15843–15844).

Jolicoeur disregarded the instructions and thereafter, "when we were called in to bid on a job, we just went ahead and bid it, unless we got a call." He estimated that there were six or seven instances where the union called "and told us not to turn in our bid," and there was one occasion involving work at the Illinois Institute of Technology in Chicago where the union told him what bid to make.

Mr. KENNEDY. Would you tell us about that?

Mr. JOLICOEUR. Well, we were bidding the job, and I think it was about the day before the bids were to go in, or I think 2 days before. I got a call from the hall and was asked if I was bidding the job and I said "Yes."

They mentioned that I shouldn't be bidding, but if I were going to go ahead with it, they would give me a number to go in with before the bidding was due.

Mr. KENNEDY. They would tell you what you were to bid?

Mr. JOLICOEUR. Yes.

Mr. KENNEDY. Did you bid on it?

Mr. JOLICOEUR. No.

Mr. KENNEDY. Why didn't you bid on it?

Mr. JOLICOEUR. Well, rather than go into the false price, I just forgot about the whole thing.

Mr. KENNEDY. You didn't want to be mixed up with that?

Mr. JOLICOEUR. No.

Mr. KENNEDY. What was the size of the job, approximately?

Mr. JOLICOEUR. Well, I would be a little bit reluctant to say. I would imagine $25,000 or $30,000.

Mr. KENNEDY. It was the men's residence hall at the Illinois Institute of Technology?

Mr. JOLICOEUR. Yes (p. 15842).

An affidavit dated November 25, 1958, obtained by Irwin Langenbacher, assistant counsel to the committee, from Arthur L. Nelson, vice president of John H. Nelson Co., Inc., heating and sheet-metal contractors in Chicago, continued the same theme. Nelson's affidavit stated that his company's usual contracts are around $1,000, "and our highest has been $38,000."

"About a year or two ago one of our salesmen obtained plans from a general contractor pertaining to the ventilating installation at a school. Shortly afterward I received a call from either Cronin, Troutman or Tracy of local 73 who said I was not supposed to bid on school jobs, and I said I did not intend to. No bid was entered by our company," the affidavit declared.

Another variation on the $300 "going-into-business" arrangement was related to the committee by John Merrow of Hometown, Ill., owner of the J & M Heating Co. He was a member of local 73 before he decided to go into business for himself.

Merrow opened his shop in April 1954 and employed union men. He wanted to make his contribution to the welfare and pension funds for his employees so he called the union and was told, "How can you do that when you are not even a contractor?" (p. 15845).

Kaberlein, the business agent, then pulled the men out of his shop and he had to go back to work for another contractor because, "I didn't understand that I had to clear the hall to go into business." In August he contacted the union again and was instructed to appear before the board where he signed that he was willing to pay welfare and pension fund contributions.

The next step, according to Merrow, was an inspection of his place by Kaberlein who expressed doubts about his ability to succeed. Kaberlein then "suggested" that he pay $300 "for the Christmas baskets and the older sheet-metal workers."

The CHAIRMAN. They started collecting Christmas baskets in September?

Mr. MERROW. That is what he said, sir.

The CHAIRMAN. What is that?

Mr. MERROW. That is what he said.

The CHAIRMAN. Did you believe him?

Mr MERROW. Well, I have my own opinion, I don't know what it is.

The CHAIRMAN. I am sure you did have an opinion, and you knew it was just a shakedown, didn't you?

Mr. MERROW. Well, I have heard of it a lot of times, it is standard practice.

The CHAIRMAN. And you were then experienced?

Mr. MERROW. Yes, sir, and I have been in the union quite a while.

The CHAIRMAN. And so you knew how they operated?

Mr. MERROW. Yes, sir.

The CHAIRMAN. You knew what that was for?

Mr. MERROW. Yes, sir.

The CHAIRMAN. It went to the officers, didn't it?

Mr. MERROW. Pardon me?

The CHAIRMAN. It went to the officers?

Mr. MERROW. I can't say that, and I don't know.

The CHAIRMAN. You don't think it ever went beyond them, do you?

Mr. MERROW. There are a lot of old sheet-metal workers, and I know if they come to my shop they couldn't hold a job very long.

The CHAIRMAN. There are old people in all professions and all vocations, and do you know of them getting this money?

Mr. MERROW. I never heard of it.

The CHAIRMAN. What is that?

Mr. MERROW. I never heard of it.

The CHAIRMAN. All right. I understand the staff has examined the books of the union; is that correct?

Mr. KENNEDY. Yes, that is correct.

The CHAIRMAN. And they find no entry anywhere where any money was paid out for old sheet-metal workers?

Mr. KENNEDY. Or that this money was ever received in the books.

The CHAIRMAN. There is no record or accounting of this money; is that correct?

Mr. KENNEDY. That is correct (pp. 15846–15847).

Summoned to the witness stand after Merrow completed his testimony, Kaberlein denied categorically and unequivocally that Merrow "or any contractor" ever paid him any money or that he ever engaged in any way in the rigging of bids. He also denied that the union operated a hiring hall and that employers were under no compulsion to come to the union for workers. He conceded that occasionally an employer who is unable to find someone to fill a job will come to the union to find out if there are any men waiting for work, but insisted that they were not compelled to do so.

Kaberlein testified that he and the other officers received about the same salary, $350 a week and $258 a month in expenses. The last election was in 1957 and the officers were elected "by acclamation." None of the candidates who were elected had any opposition.

> The CHAIRMAN. Mr. Kaberlein, do you have in your union, local 73, a fund for the relief of old, indigent sheet metal workers?
>
> Mr. KABERLEIN. There is no fund, and we don't collect for any fund.
>
> The CHAIRMAN. I beg your pardon?
>
> Mr. KABERLEIN. There is no fund.
>
> The CHAIRMAN. There is no fund maintained by your union for that purpose?
>
> Mr. KABERLEIN. No, sir.
>
> The CHAIRMAN. Either from voluntary donations or from dues or assessments?
>
> Mr. KABERLEIN. That is correct.
>
> The CHAIRMAN. No such fund has ever existed in your union?
>
> Mr. KABERLEIN. No (p. 15852).

But Cronin testified that there had been a fund going back to 1925 or 1926 and "it lasted until about 4 or 5 years ago." No record of receipts or disbursements was ever kept and "none of these people who testified ever sent me 5 cents," Cronin declared.

> The CHAIRMAN. All right. I wanted to get that clear. There was no fund in the first place for these people to send money to?
>
> Mr. CRONIN. Well, I don't know how far back you refer to.
>
> The CHAIRMAN. I am talking about these who testified.
>
> Mr. CRONIN. I don't know. I haven't got the testimony in front of me. I can't tell you. Some of these fellows said it was 1947 and 1948. At that time maybe they did contribute something.
>
> The CHAIRMAN. Well, did they?
>
> Mr. CRONIN. I don't know.
>
> The CHAIRMAN. In other words, there is no record?
>
> Mr. CRONIN. That is right.
>
> The CHAIRMAN. And some as late as 1954.
>
> Mr. CRONIN. I don't think there was 1 cent later than that.
>
> The CHAIRMAN. So 1954 couldn't be correct?
>
> Mr. CRONIN. It could and it couldn't be, Senator. I am not sure.

The CHAIRMAN. Who administered that fund?

Mr. CRONIN. Well, we would usually pick somebody who was out of work to handle it and take notes, letters, that were sent in to the union by men who were out of work, and at times there were as many as 200 or 300 or 400.

At that time, the contributions never, never came up to what were needed to make up the Christmas baskets. Contractors would send in trucks. We would buy the baskets, use the money that was sent in for that purpose, and if money was necessary we did take it out of the union at that time to add——

The CHAIRMAN. Are there any records of the money you took out of the union?

Mr. CRONIN. Well, I imagine they would be there. But that is some years ago, now.

The CHAIRMAN. Wouldn't you know as president whether you kept records or not?

Mr. CRONIN. I don't keep the books, Mr. McClellan.

The CHAIRMAN. No, but you supervise it. You are responsible, if you have any duties at all (p. 15854).

Cronin finally conceded that no records existed to substantiate his testimony.

The CHAIRMAN. Did you ever refuse to take checks for that fund?

Mr. CRONIN. I certainly did.

The CHAIRMAN. Why?

Mr. CRONIN. Because we didn't want them. The men, they sent them in voluntarily, and we sent them back to them.

The CHAIRMAN. You sent the checks back?

Mr. CRONIN. Yes, sir.

* * * * *

The CHAIRMAN. You don't take checks or cash for contribution to this fund?

Mr. CRONIN. There are no checks or contributions coming in for any fund at this time.

The CHAIRMAN. You say you have no fund now, but you have had it. I am talking about when you had the fund. Did you insist on cash or did you accept checks?

Mr. CRONIN. No; we did not. We would take anything then.

The CHAIRMAN. You would take anything you could get (p. 15855).

Merrow positively identified Kaberlein as the man to whom he paid the $300 and Johnson returned to identify both Kaberlein and Cronin as the men who took cash from him. Kaberlein said the only explanation he could give was that, "I presume they made false entries in their income tax returns." Cronin called Johnson's testimony "an unmitigated lie" (p. 15857).

Cronin denied any connection whatsoever with a check of the Sunbeam Heating & Air Conditioning Co. dated October 30, 1952, drawn to the order of M. E. Garvey, trustee, and endorsed by Garvey and Marie Garvey with a notation, "received cash." However, he did

identify a check for $2,500 drawn to his order by Marie Garvey on October 31, 1952, as a dividend he received on his stock in the Sunbeam concern.

> The CHAIRMAN. Did you declare that dividend on your income tax?
>
> Mr. CRONIN. I think I did. Well, I had two, then, Senator. I received two dividend checks, one of which I received and one of which I inadvertently did not report.
>
> The CHAIRMAN. How much was the amount of the other?
>
> Mr. CRONIN. The other one was $2,500 (p. 15862).
>
> * * * * *
>
> The CHAIRMAN. Why was this stock dividend handled in this fashion, paid to a trustee and then by the trustee to you?
>
> Mr. CRONIN. I don't know.
>
> The CHAIRMAN. You have no explanation of it?
>
> Mr. CRONIN. I have no explanation whatsoever.
>
> The CHAIRMAN. Was it a device to conceal your ownership in the company?
>
> Mr. CRONIN. No, sir.
>
> The CHAIRMAN. Was your ownership in the company generally known?
>
> Mr. CRONIN. I don't think it was; no (p. 15863).

Mr. Cronin declared flatly that he never received any money or anything of value, directly or indirectly, from any contractors, contractors' associations, or representatives of individuals or associations.

> The CHAIRMAN. The Chair yesterday announced that this record, when the sharp conflict arose between the testimony of Mr. Cronin and Mr. Burrows, that that record would be sent to the Justice Department. It is perfectly apparent now that the whole record of this particular series of investigations, particularly with relation to the operations of local 73, Mr. Cronin's activities and others who have been testifying here, will go to the Justice Department for its attention and for appropriate action.
>
> I am convinced that there is certainly willful perjury, and I might agree with you, some of the biggest lies I have heard possibly in a long time have been testified to here under oath. It is an imposition upon the Government of the United States to have people come before this committee and willfully and deliberately lie or give false testimony. It is a crime, and it is a crime that should be punished, and I am urging the Justice Department to take immediate and appropriate action to pursue it to the end that justice may be administered, and those who are guilty punished (pp. 15865–15866).

The tribulations of a shop owner who first agreed to pay the $400 "fee" for the privilege of becoming a union shop and then revolted when an attempt was made to jack the figure up to $1,600, were recited to the committee by Emil Genc, operator of the Round Oak Sales & Service Co., Chicago. He had been in business since 1927 but decided in 1953 that he wanted a union shop. He contacted local 73 and a few days later Ray Caldwell and another business agent inspected the

premises. Caldwell telephoned him after that and made arrangements for Genc to visit the union office (p. 15867).

Genc testified he went to the union hall and talked to a man he thought was "Mr. Tracy," but he later learned it was Cronin with whom he had the conversation. Cronin spelled out the regulations, including one that specified one helper for every seven sheet-metal workers. This caused Genc to remark about the number of companies that do not have a union shop and Cronin warned him "to just worry about myself." This was followed by a demand for $400 in cash, and Genc testified Cronin said to him, "Every contractor pays that. Don't act so surprised. You probably know it" (p. 15868).

Cronin, according to Genc, said he would make an arrangement for collection of the $400 and, about 3 or 4 months later, a man Genc could not identify appeared at the shop and said, "I come over here, I guess you know, to pick up the money. Harry sent me." Harry is Cronin's nickname.

Genc testified he told his visitor he was willing to give him the money but suddenly the visitor remarked that there were four business agents on the street and "I want $400 for each one of them."

> The CHAIRMAN. $400 for each of the four?
>
> Mr. GENC. Yes. So I got violent and shoved him off and got mad. The man turned around. He walked out of the shop and by the time I got to the office he was gone. Then I didn't hear anything from anybody until, from 1954, until I started building my own building. When I started building my own building once on Wednesday afternoon I walked in and I see all the union there, except the bricklayers and plumbers, every one of the two or three business agents are on the corner and Mr. Ray Caldwell asked me, he said, "Who the heck tell you or give you any idea you can build a building?"
>
> The CHAIRMAN. "Who in the heck told you you could build a building?"
>
> Mr. GENC. Yes. I said, "Nobody did. Why?"
>
> He said, "Who is going to do your heating?"
>
> I said, "I am a heating contractor. I will do it myself."
>
> He said, "You will like hallelujah." He said, "I will show you who will do your job. I will stop the job."
>
> I said, "That is kind of silly. I am a heating contractor. Do you mean to tell me I can't put my heating in my own building?"
>
> He said, "Heck no; I will show you that you cannot."
>
> Well, in the meantime another businessman came in, Mr. Sullivan, head of the Building Trades Union, and he said "Why in the heck don't you join the union?"
>
> I said, "I want to, but I was asked for $400, and then somebody come in collecting $1,600. How do I know if they are not going to come in for some more later on?" I said, "I am not going to join anybody." I said, "I would join a union providing I don't pay any money."
>
> He was very much amazed. Mr. Ray Caldwell told him, Mr. Sullivan, I was a damn liar; I had no proof. That was

it. They did stop my work and I have to go through lots of pain.

The CHAIRMAN. They did what to your work?

Mr. GENC. I said they did stop the building.

The CHAIRMAN. They did stop it?

Mr. GENC. Yes; they did.

The CHAIRMAN. Stopped work?

Mr. GENC. Stopped work on my building. They make the ironworkers pull out of there; they make the electricians pull out of there. The bricklayers were the only union where they were so sure I was on the up and up, because we had all union help. There was nobody working on the building from then when they stopped. The electricians were union, the bricklayers were union, the steelworkers were union. The only fellows who were nonunion, and we didn't do any work at that time on the building, was us.

Then we finally were compelled to finish up the building ourselves. When we called the union, the contractor, the Hamilton Gas Co. in Chicago, asking when they were going to put our gas in, they told us they were stopped by the union, that I should get myself straightened out with the Sheet Metal Workers.

I told them there was nothing to straighten up. So I went over to see Mr. David from the Hamilton Gas Co., and he told me, he said, "What the heck, why don't you pay off the $1,600 and get yourself straightened out?"

The CHAIRMAN. $1,600?

Mr. GENC. Yes. I don't know where he got it from, or how he got it, but exactly that is what they told me. Finally, a couple of months later, Mr. Ray Caldwell called me on the telephone. He said, "Emil, you haven't got the gas and the windows yet." I told him we are just making a contract with a nonunion contractor to put the gas in. He said, "Well, I have released your job."

The CHAIRMAN. He what?

Mr. GENC. That he would release our job. He said he would call off the stop. About 10 minutes later I got a call from the Hamilton Gas Co. and they asked us if they can install our gas. I told them as long as I didn't sign up with any other contractor yet, they should go ahead and do so.

The CHAIRMAN. Did you ever pay the $1,600?

Mr. GENC. No, sir; I didn't pay a dime to anybody.

The CHAIRMAN. Who was the first one that demanded money of you?

Mr. GENC. Mr. Harry Cronin.

The CHAIRMAN. Mr. Cronin, the witness who testified here?

Mr. GENC. Yes, sir.

Mr. KENNEDY. How were you able to identify him?

Mr. GENC. Well, I saw him yesterday in the morning. I didn't think that was him. I thought it was Mr. Tracy until he come over here and sat down to testify. He is the gentleman I talked to (pp. 15868–15869).

Warren A. Tapper, who testified in his initial appearance before the committee that he laid $250 on the breakfast table in Cronin's home, made a search of his records for the month of August 1949, after Cronin labeled his testimony as false. Returning to the witness stand, Tapper produced a petty cash ticket dated August 31, 1949, for $250 which bore the notation, "Sheet Metal Workers Union," in handwriting Tapper said was his secretary's. This was placed in the committee's record as an exhibit.

In view of Cronin's assertion that Tapper had never been in his home, Tapper then described in detail the interior of the Cronin dwelling and particularly the breakfast room where he said he laid the $250 on the table.

Testimony that the so-called working agreement between a shop and local 73 ceased to have any meaning just as soon as any change occurred in the shop management was forthcoming from the next three witnesses, all of whom were identified at various times with the ownership of a company formed in 1952.

James L. Moore, presently the owner of the James Moore Heating Co., Des Plaines, Ill., and Emmett D. Wells, now the owner of the Wells Heating & Sheet Metal Co., Des Plaines, formed a partnership in September of 1952 which operated under the name of the Acme Heating Co.

Moore said that about 2 months after the business opened Ray Caldwell and Shannon Troutman, the two business agents for local 73, visited the shop and said, "We wasn't supposed to open a shop without first going through the union hall." Then they said there would be this money to be paid in (p. 15874).

Moore didn't remember which one asked for the payment of $300 but did recall distinctly that cash was specified. He said he and Wells each put up $150 from their personal funds and "we laid it on a workbench in the shop. I don't know who picked it up."

> Mr. KENNEDY. What was the purpose of making the payment?
>
> Mr. MOORE. Well, they said it was for like a fund in case you was ever in any trouble or you needed bailing out of jail or anything like that, that there would be money there for that purpose (p. 15875).

About a year later, Moore testified, he and Wells dissolved their partnership. Wells took over his interest and he started a shop of his own.

Nobody came around for quite a while, Moore said, but eventually Caldwell and Troutman visited him again and told him he would have to pay $150. He cashed a personal check and took the money to the union hall in an envelope where Caldwell and Troutman told him "just to lay it on the desk" (p. 18877).

Wells told the committee he was less fortunate. After he purchased Moore's interest he, too, was visited and he had to pay $200 extra. He said Caldwell originally told him he would have to pay $300, but eventually they settled for the $200. Wells said he wrote a check out for cash, took it to the bank, got the money and handed it to Caldwell outside the bank (p. 15880).

A year later, Wells testified, he sold Acme Heating to Wallace J. Lischett and left the area. He returned in July of 1955, purchased

a truck and machinery and rented a building, and then called Caldwell "to get approval again" (p. 15880).

"He said they wasn't OK'ing any shops at that particular time. * * * So I went to work for another shop and worked for about 6 months or 7" (p. 15881), Wells declared. Periodically, he got in touch with Caldwell and, finally, in February or March of 1956, "I got approval then to open up another business" (p. 15881).

By this time, Wells said, the "ante" had gone up and he was compelled to deliver $400 in cash to Caldwell.

Wells testified that he gave a signed statement telling about the payments to Assistant Counsel Langenbacher of the committee and told Caldwell about it when he went to the union hall to get some sheet-metal workers. He said Caldwell took him to the office of the union lawyer, Nathan M. Cohen, because "I was under the impression I might need some counsel" (p. 15882). Wells said he had a copy of the statement he had given to Langenbacher, and Cohen looked it over.

Mr. KENNEDY. Did he question you as to whether you had made the payments or not?

Mr. WELLS. Mr. Cohen didn't.

Mr. KENNEDY. Who questioned you?

Mr. WELLS. I don't think I was questioned.

Mr. KENNEDY. Did you make any statement to them or make any written statement to them that you had not made these payments?

Mr. WELLS. Yes; I did.

Mr. KENNEDY. What statement did you make?

Mr. WELLS. Well, I am afraid I don't know the contents of that.

Mr. KENNEDY. Who dictated that statement?

Mr. WELLS. Mr. Cohen.

Mr. KENNEDY. Mr. Cohen?

Mr. WELLS. Yes.

Mr. KENNEDY. And you signed the statement?

Mr. WELLS. Yes, sir.

Mr. KENNEDY. Do you know what the statement said?

Mr. WELLS. No, sir.

Mr. KENNEDY. Mr. Cohen gave you a copy of the statement?

Mr. WELLS. No, sir.

Mr. KENNEDY. Did anybody ask you when you were down there with Mr. Caldwell and Mr. Cohen, if they wanted the truth as to whether you had made these payments or not—did you say that to Mr. Caldwell or Mr. Cohen?

Mr. WELLS. I think maybe I did; I am sure I did.

Mr. KENNEDY. What did they say?

Mr. WELLS. They didn't say anything.

Mr. KENNEDY. They didn't answer that question?

Mr. WELLS. No, sir.

Mr. KENNEDY. Did they give you a copy of the statement that you signed?

Mr. WELLS. No, sir.

Mr. KENNEDY. Well, now, did you or did you not make the payments that you have testified to here?

Mr. WELLS. I did make the payments.

Mr. KENNEDY. And if you said anything in the statement to the contrary, then that statement is incorrect; is that right?

Mr. WELLS. That is correct.

Mr. KENNEDY. Why would you sign such a statement or why did you sign a statement down there at union headquarters or Mr. Cohen's office?

Mr. WELLS. I wanted to stay on the good side of both.

Mr. KENNEDY. You wanted to stay on the good side of both?

The CHAIRMAN. Which one were you afraid of?

Mr. WELLS. Both.

The CHAIRMAN. Are you scared now?

Mr. WELLS. I am a little shaky.

The CHAIRMAN. On which side?

Mr. WELLS. Both sides, I suppose.

The CHAIRMAN. You are shaking all over, are you? All right; proceed.

Mr. KENNEDY. That is all.

* * * * *

The CHAIRMAN. I want to ask you something. You say you want to stay on the good side of both; is that right?

Mr. WELLS. That is why I went to the office; that is what I said.

The CHAIRMAN. That is what you said to them?

Mr. WELLS. Yes, sir.

The CHAIRMAN. I want to ask you now: Are you on the side of truth or are you up here telling a lie?

Mr. WELLS. I am telling the truth.

The CHAIRMAN. You are telling the truth today, are you?

Mr. WELLS. Yes, sir.

The CHAIRMAN. If you are up here misrepresenting these facts, you ought to be punished for it, and you realize that, don't you?

Mr. WELLS. Yes, sir.

The CHAIRMAN. Now, you are now under oath and you are swearing what you have said here to be the absolute truth.

Mr. WELLS. I do (pp. 15883–15885).

Lischett, the present owner of Acme Heating, supplied the final installment of the three-phase manipulation of the "working agreement" affecting that company. Lischett said he contacted local 73 after he took over the company from Wells in October of 1954, and Caldwell and Troutman came around to see him.

"Mr. Caldwell had a talk with me and told me it would cost $400 to become a unionized shop. I informed them that the shop was unionized when Mr. Wells had it, and I was told in so many words that that didn't take effect; if I wanted to do new construction it would cost me $400. At a later date, Mr. Caldwell came to me and

I gave Caldwell $400, and I made out a check for cash and cashed it and gave Mr. Caldwell the money in an envelope," Lischett declared.

> Mr. KENNEDY. Why did you give him the cash?
>
> Mr. LISCHETT. Because, sir, he would not accept a check, and I had to do new construction to make a living (p. 15886).

Lischett identified a check to the order of cash dated December 30, 1954, which bore a notation, "Union dues." Lischett said the handwriting on the check was his wife's.

After cashing the check, Lischett asserted, he took the money to the union office and handed it to Caldwell.

> Mr. KENNEDY. What reason did they give you for making you pay the $400?
>
> Mr. LISCHETT. At the time, sir, I asked them and I was informed it was a special fund, and I tried to make inquiries about it, and I was told in so many words, it is a special fund and if you want to be in the heating business and do new construction, that is it, and I was in no position to question the gentleman.
>
> * * * * *
>
> Senator KENNEDY. As I understand, this shop was already unionized.
>
> Mr. LISCHETT. Yes, sir.
>
> Senator KENNEDY. And you had union sheet-metal workers?
>
> Mr. LISCHETT. Yes, sir; and the shop was unionized three times previously.
>
> Senator KENNEDY. Why did you have to, or why did you telephone local 73, then?
>
> Mr. LISCHETT. Because, as I said, it is a common practice when you go in business, you have to notify them that you are going into business or otherwise they will stop the job. If you get a heating contractor building a new home the union walks in and pulls your men and all of the rest of the trades off, and that is the end of your contract (p. 15887).

Just as Cronin and Kaberlein had done before them, Caldwell and Troutman took the witness stand to deny categorically the testimony that anybody had ever given money to them.

Caldwell did testify that Lischett brought an envelope to the union office which, he said, was left with the girl at the switchboard. Caldwell declared that the envelope contained $200, not $400, as Lischett had testified, and he said that he made several visits to Lischett's shop to return the money because he didn't know why Lischett had done it. Finally, he said, he found Lischett making an installation at a dwelling and turned the money back to him. He asserted that Lischett took the $200 out of the envelope and put it in his pocket.

Lischett was called back and gave still another version of this incident. He acknowledged that Caldwell had come to the house where he was working with a steamfitter named "Mike" Porter, who also had an interest by this time in Acme Heating. He said Caldwell and Porter got into a heated argument about union payoffs and Porter

threatened to tell the "Kefauver committee" about it, after which Caldwell handed the envelope to Porter and the latter, in turn, handed it over to him. But Lischett claimed there was nothing in the envelope when he got it from Porter.

Caldwell denied that there was any conversation about shakedowns or payoffs or that Porter threatened to inform a congressional committee that he was forcing employers to pay cash to him.

Subsequent to the hearings the committee obtained a sworn statement from Melvin Andrew (Mike) Porter, presently a student at the University of Florida, in which Porter declared that "it is my recollection that the contents of this envelope amounted to $200" and it was handed "either to me or Lischett." Porter stated that he had told Caldwell he was disposed to tell a congressional subcommittee what Caldwell and the other business agents of the Sheet Metal Workers in the Chicago area were doing and he also expressed the opinion that Caldwell returned the money because he was apprehensive that "I would blow my top" before an investigating committee. The affidavit stated further that "it is my recollection that the money returned by Caldwell was redeposited to the company's account and the company books should show this." The affidavit also said, "I should add that Caldwell kept the money upwards of a year before returning the amount in the manner I have described."

Caldwell testified before the committee that the only thing he ever received as a business agent was "a fruitcake, a basket of fruit, or a bottle of whisky at Christmas." Troutman said his Christmas gifts were in a nature of "a couple of turkeys, maybe four or five cartons of cigarettes, five or six bottles of whisky that I don't use, and fruitcake or something like that. No money, if that is what you are asking about" (p. 15894).

James J. Tracy, secretary-treasurer of local 73 since 1948, testified briefly. Aside from his $350-a-week salary from the union and the $258 a month in expenses, Tracy listed his other sources of income since 1950 as the Kern-Weber Corp., a building company of which he was president, and the Able Co., a sign-erecting company in which he was a stockholder.

> Mr. KENNEDY. Now, have you heard of the practice of requiring contractors to pay a certain amount of money in order to open up a union shop?
>
> Mr. TRACY. No; I haven't.
>
> Mr. KENNEDY. Have you ever received any money from any contractors, directly or indirectly, yourself?
>
> Mr. TRACY. No, sir; I haven't.
>
> Mr. KENNEDY. You have not?
>
> Mr. TRACY. No, sir.
>
> Mr. KENNEDY. Do you know of any of your fellow union officials who have received any money directly or indirectly from any such shop?
>
> Mr. TRACY. No, sir.
>
> Mr. KENNEDY. Have you received anything of value directly or indirectly—and when I speak of value, I mean more than $50—directly or indirectly from any contractor?
>
> Mr. TRACY. No, sir; I have not (p. 15909).

At the conclusion of the hearings, Chairman McClellan made the following summation:

> The Chair has previously observed in the course of the taking of the testimony that there is considerable evidence or testimony of witnesses before the committee in this particular series of hearings that is in irreconcilable conflict. There is no way to reconcile it and find the truth. There is no way to accept it as being honest differences of opinion, and there is definitely willful perjury present before this committee, having been committed by some of the witnesses who have testified.
>
> The committee has no power to prosecute or to enforce the laws against perjury or any other crime. For that reason, as we have heretofore stated, this complete record will go to the Justice Department, because those who have imposed upon this committee and upon their Government by coming here and willfully perjuring themselves, belong in the penitentiary, and I hope that will be the end result, and the fruits of the labors of the Justice Department, who has the responsibility for pursuing it and to the end that justice may be meted out to those who are guilty.
>
> Of course, it goes without saying that as counsel has suggested to me, this practice we find from evidence before the committee is going on, this shakedown and this paying for the privilege of working, and paying for the privilege of operating a business or buying what we call labor peace, this is not the only instance of it. We have had others.
>
> It is an outrageous situation, and it is un-American, and it should not prevail or be permitted to exist in any decent society anywhere. It is a parasite upon the economy of this country. There is hardly anything that you could say about it that could be restrained.
>
> I am hopeful that not only the Justice Department will be able to perform with effective results, but I am also hopeful that the Congress of the United States will meet its responsibility by the enactment of legislation, not union-busting legislation, but racketeer- and gangster- and hoodlum- and thug- and crook- and criminal-busting legislation.
>
> These practices, these evil practices, and these improper activities that we have discovered prevail in some areas must be stopped. If the Congress fails to enact such legislation, in my judgment it will be seriously derelict in its responsibility, and the whole country will suffer as a result of its failure, and lack of courage to meet its responsibility, and I hope all good citizens in this country will support the effort that will be made to get legislation to deal with these elements that are not only unwholesome, but are criminal, not only in intent, but in their purposes and in their activities.

Findings—Sheet Metal Workers International Association, Chicago Area

The committee hearings on the activities of the Sheet Metal Workers International Association in the Chicago area resulted in a mass of conflicting testimony which has been sent to the Justice Department for study.

From the testimony, however, the committee finds that sheet metal contractors in the Chicago area were obliged to pay sums from $250 to $400 to officials of the union for the privilege of operating union shops.

The committee also finds that officials of the Sheet Metal Workers Union in the Chicago area participated in the rigging of bids on city contracting projects.

A great portion of the testimony concerned the alleged payoff of $27,000 by officials of the Coleman Co., Inc., of Wichita, Kans., to Arthur Cronin, president of local 73 and fourth international vice president of the Sheet Metal Workers International Association. Cronin testified that he received $5,000 in December of 1954, which he said he returned, but denied knowing anything about the other $22,000. Carl L. Burrows, an official of the Coleman Co., testified that $27,000 was paid to Cronin. He acknowledged that Cronin had returned the $5,000 in 1954 but stated he was personally present on two other occasions when Cronin accepted payments of $2,000 and $5,000. A third individual, now dead, was declared to have been the intermediary in connection with other payments the Coleman Co. claims to have made.

The committee finds from all of the evidence before it that these conflicts in testimony are so irreconcilable that they will permit no other conclusion than that willful perjury was committed. The record will not support any inference that variances in testimony are the result of honest differences of opinion, mistaken belief, or misconception of fact.

The power to prosecute for perjury rests with the Department of Justice. The committee accordingly has forwarded to the Department an official transcript of the record before it.

Since the probability exists that a jury ultimately will be called upon to weigh the credibility of the witnesses responsible for the conflicts in the testimony before the committee, propriety seemingly forecloses any evaluation by the committee of the credibility of the individuals concerned.

The committee must vigorously condemn the attempt to interfere with a witness under subpena to appear before it as evidenced by the testimony of Emmett D. Wells. Wells had given a signed statement to a committee counsel in which he had told of making payments to Business Agent Ray Caldwell. When Wells made this known to Caldwell, he was taken to the office of the union attorney, Nathan M. Cohen. Wells told the committee that Cohen dictated a statement which he then signed, the general effect of which was to repudiate his previous declaration that Caldwell had collected money from him. In his appearance before the committee, Wells reaffirmed his initial statement as to the payments to Caldwell and testified that he signed

the statement dictated by Cohen because he wanted to "stay on the good side of both," the union and the committee.

Newspaper Industry, New York and Vicinity

There were two general phases of the committee's investigations into the newspaper industry. The first centered on the Newspaper and Mail Deliverers' Union of New York and Vicinity. Allegations were received of (1) attempted monopolization of the newspaper and magazine wholesale business by certain underworld elements through influence over union officials, and (2) reported payoffs made to union officials by employer wholesalers in their quest for labor peace.

The second phase related principally to the Teamsters Union and the International Longshoremen's Association and (1) alleged payoffs by major New York newspapers to officials of these unions to insure delivery of Sunday supplements, as well as (2) improper payments to union officers by a New Jersey company printing Sunday supplements in order to maintain labor peace.

THE NEWSPAPER AND MAIL DELIVERERS' UNION OF NEW YORK AND VICINITY

The Newspaper and Mail Deliverers' Union of New York and Vicinity is an independent union with headquarters at 25 Ann Street, New York. Its membership is comprised of some 4,500 drivers and helpers engaged in the delivery of newspapers and magazines. Geographically, the union's jurisdiction extends over an area with a 50-mile radius, embracing New York City and its metropolitan environs.

It is a democratic union with officers elected annually by secret ballot. The annual elections are supervised by the Honest Ballot Association. All contracts and major activities must be approved by a vote of the membership. The union is said to be noted for the frequency with which the membership overrides the policies of its officers.

The Deliverers' Union has collective bargaining agreements with all major morning and evening newspapers through a master contract negotiated with the Newspaper Publishers Association. It also has collective bargaining agreements with some 37 wholesalers who purchase newspapers and magazines from publishers and resell them to newsstands, which are negotiated with four principal groups; namely, the Suburban Newsdealers Association, Inc., the Morning Wholesalers Group, the Evening Wholesalers Group, and the Magazine Wholesalers Group. Approximately 40 to 50 percent of the union membership is employed by the aforementioned wholesalers, while the rest are employed by the newspapers.

Rumors reached the committee that wholesalers of magazines and newspapers in the New York metropolitan area were required to make payoffs to various union officials.

This investigation was conducted in the face of unusual difficulties by Jerome S. Adlerman, now acting chief counsel, and Paul J. Tierney, assistant counsel. It represented a singular instance where even in preliminary interviews both officials of management and officials of labor unions jointly refused to give any information and, in effect, pleaded the fifth amendment throughout the investigation when ques-

tioned about the payment of bribes by management or the acceptance of bribes by the officials of the union. It reached the stage where a special executive session was set in New York to put the principal officers of each management concern and all of the union officials on record. They all took the fifth amendment.

Public testimony was heard from representatives of the four principal wholesaler groups; namely, the Morning, Suburban, Evening, and Magazine Wholesalers Groups, comprising 37 companies, all of whom have collective bargaining agreements with the Deliverers' Union.

Representative witnesses from the Morning Wholesalers Group were Harold Weinstock, Joseph Lang, and Abraham Weinberg.

Harold Weinstock is secretary and a director of the Metropolitan News Co., the largest distributor of the major morning newspapers of New York. He holds a similar position with Kings County News Co., which is controlled by Metropolitan. Kings County has gross annual sales of approximately $1 million. Annual gross sales of Metropolitan are approximately $9½ million. Staff accountants reviewed Metropolitan's records for the years 1956 and 1958 and learned that regularly, and without deviation, an average of $585 in cash was withdrawn at weekly intervals from the corporation account. This was accomplished by drawing checks payable to cash weekly, and cashing such checks at a bank.

In addition, staff accountants discovered that two checks, each similarly drawn to cash, in the amount of $7,500 and marked "Christmas Gifts," were issued in December 1956 and December 1957. The total amount withdrawn in this fashion over the 3-year period was $107,768. It was charged on the company's books to "Miscellaneous travel expenses."

In a similar fashion but on a smaller scale, cash was withdrawn from the funds of Kings County News Co. Here, checks on a regular weekly basis were drawn payable to cash averaging $100 a week during the period 1956 through 1958. Further, a check marked "Christmas Gifts" in the amount of $1,000 was issued for each of the years 1956, 1957, and 1958. Thus a total of $126,718 was withdrawn from both Metropolitan and Kings County in this fashion. In no case were there vouchers detailing the purposes for which this huge sum was expended.

Weinstock was of little assistance to the committee in its efforts to ascertain the disposition of the cash regularly withdrawn in the above described fashion. In response to all questions in this area, Weinstock sought refuge in the fifth amendment. His response was the same when asked if any or all of these moneys were used to pay off any union officials.

The remaining two representatives of the Morning Wholesalers Groups, Joseph Lang, sole owner of Lang News Co., and Abraham Weinberg, partner in the Weinberg News Co. and the Long Island News Co., were similarly reluctant to assist the committee. They also found it necessary to invoke the fifth amendment when the committee sought to determine the reason for frequent unsupported cash withdrawals and if such money was used to bribe or otherwise improperly influence union officials, or to pay tribute exacted by union officials.

According to Staff Accountant Robert J. Cofini, a total of $19,320 was withdrawn from the Lang News Co. for the period 1955 through 1958 through checks payable to cash in varying amounts and charged to "Promotional expenses" for which there were no supporting vouchers (p. 18179). The pattern was essentially the same in the Weinberg News Co. The total unsupported cash withdrawals from that company for the period 1954 through 1958 were $11,589.97.

Thereafter, the committee heard 10 additional representative employer-wholesalers of magazines and newspapers, all of whom without exception resorted to the fifth amendment in response to any questions touching on payoffs to union officials. Representing the Suburban group were: Sam Klinghoffer, president, Newark Newsdealers Supply Co.; James Gaynor, president, Gaynor News Co., which also operates four subsidiaries—namely, Standard News Co., United Magazine Distributors, Inc., United Magazine Distributors of Connecticut, Inc., and the Unity News Co., Inc.; James Gelfand, president of Union County Newsdealers, Elizabeth, N.J.; Jersey Coast News Co., Asbury Park, N.J.; and New Brunswick Newsdealers Supply Co., New Brunswick, N.J.

Representative witnesses from the Evening Wholesalers Group were: Alexander Feldman, sole owner of Woodhaven News Co., Jamaica, N.Y.; Abraham Langer, president, Al Langer News Delivery Corp.; Louis Feldman, sole owner of Feldman News Co., Brooklyn, N.Y.

Representing the Magazine group were: Irving Bitz, Bronx County News Co. and Bi-County News Co.; William Fello, Bi-County News Co.; Irving Ertis, president of Pacific News Co.; Solomon Levine, vice president and director of the Manhattan News Co., New York, N.Y. This group will be treated more in detail below.

A study of the books and records of Gaynor News Co. and its subsidiaries disclosed that, during the period January 1, 1955, to December 31, 1958, checks totaling $64,750 were drawn on the Gaynor News Co. account. All these checks were payable to James Gaynor, endorsed by him and charged on the company's books as "Agent's expenses." The only support for these expenditures was vouchers submitted by James Gaynor simply marked "Expenses," or "Expense With Publishers." There were no further supporting documents detailing purposes for which this money was expended. Mr. Gaynor promptly invoked the fifth amendment when interrogated on these withdrawals.

Furthermore, during a 4-year period between 1954 and 1958, a total of $24,000 in cash was withdrawn from the funds of Gaynor News Co. and its four subsidiaries. A check payable to cash in the amount of $200 was drawn on the Gaynor News Co. account at the beginning of each and every month, while $100 was similarly withdrawn from each of the subsidiary company accounts on a monthly basis. They were charged on the company books as "promotional expenses," but there were no supporting vouchers of any kind specifying the expenditure of this money.

Having witnessed the spectacle of 13 representatives of the employer wholesalers of newspapers and magazines seeking refuge in the fifth amendment, the committee turned to officials of the Newspaper and Mail Deliverers' Union with the hope that some cooperation might be forthcoming from them.

Every officer, business agent, and member of the executive board resorted to the fifth amendment with the exception of Joseph Baer and John McQuade, newly elected president and business representative, respectively. They refused to answer questions relating to their personal finances, whether they had received any payments from wholesalers or representatives of newspapers, or whether they were in possession of any information relating to improper payments from wholesalers or representatives of any newspapers to officials of the union.

The union officials taking refuge in the fifth amendment were:

Samuel Feldman, former president who was defeated in an election on May 4, 1959, immediately preceding his appearance.
Stanley Lehman, secretary-treasurer.
Anthony J. Finamore, former vice president defeated in May 4, 1959, elections.
Henry Breslow, former member of executive committee, and newly elected vice president.
Henry Weinstein, sergeant-at-arms.
Harry Porter, sergeant-at-arms.
John Lawrence, Jr., former business agent, defeated in May 4 elections; Lawrence further refused to answer questions as to his relationship with William Fello, an officer in Bi-County News Co., who, according to Robert Greene, accompanied Lawrence when the latter was questioned by the Nassau County, N.Y., Police Department.
Harry Waltzer, business agent.
Irving Reben, former member of the executive council.
Joseph Ricciardi, executive council member.
Nicholas Scanlon, executive council member.
Vincent Setteducato, executive council member.
John Lubischer, executive council member.
Louis Aiges, executive council member.
Joseph Chiari, executive council member.
Al Schneider, executive council member.
William Walsh, former business agent and defeated candidate for business agent in May 4, 1959, election.

The testimony of Joseph Baer, newly elected president of the union, and John J. McQuade provide a refreshing contrast to that of the other union officials. Baer denied ever having received any money from any wholesaler, or having been approached along those lines by any wholesaler. McQuade similarly denied receiving any such payments and denied any knowledge that other officials of the unions might have received payoffs. He told the committee he was puzzled and unable to understand why his fellow officers exercised their constitutional privilege in response to questions regarding payoffs.

Alan Hathaway, managing editor of Newsday, Long Island's largest newspaper, explained to the committee how the Deliverers' Union demanded a contract with Newsday, although no employees of Newsday were members of the union, and resorted to violence in an attempt to enforce its demands.

For some 18 years, and until early December 1958, Newsday contracted for the delivery of their papers by the Rockaway News Co.,

one of the largest newspaper-magazine wholesalers in the country. The Deliverers' Union represented the employees of Rockaway. None of the employees of Newsday were members of this union.

Officials of Newsday learned that, effective December 5, 1958, members of the Deliverers' Union at Rockaway News Co. would refuse to handle deliveries of any newspapers. This resulted from difficulties which Rockaway was having with the union flowing from Rockaway's precarious financial condition at the time. (Rockaway News Co. went into bankruptcy shortly thereafter.)

To meet this crisis, Newsday immediately commenced direct delivery of their newspapers through use of rental equipment operated by supervisory personnel. Direct delivery was continued until December 29, 1958.

Hathaway testified that early on the morning of December 5, 1958, when direct delivery began, three union representatives, namely, Joseph Baer, John Lawrence, Jr., and Harry Waltzer, visited officials of the newspaper, bluntly informing them that they were there to negotiate a contract with Newsday "on the spot" for the direct delivery of their paper. The union representatives were informed that (1) Newsday was in no position to negotiate since their contract with Rockaway News Co. was still in force and effect, (2) that none of the Newsday employees were members of the Deliverers' Union. Thus a contract with the union would be a "top down" and an improper contract.

With Newsday's refusal to discuss a contract, a picket line was immediately placed outside the newspaper offices. The Woodhaven News Co., another wholesaler in the area which was financially sound and had a contract with the union, was desirous of taking over the delivery of Newsday. However, the union was insistent on a direct contract with Newsday, and refused to permit delivery by any wholesaler. In view of the union position, Woodhaven withdrew from any negotiations to deliver papers for Newsday.

During the picketing a circular was distributed by the union explaining their position in the controversy. In part, it read:

> We feel very strongly that we shall not and will not work for any employer whom Newsday wishes to choose as a successor to Rockaway News Supply Co. (p. 18159).

The chairman asked Mr. Hathaway:

> What was the purpose of that? What is your understanding of that? Was it to force you to make a direct contract?
>
> Mr. HATHAWAY. To force us to make a direct contract which we had never at any time had.
>
> * * * * *
>
> The CHAIRMAN. Your previous contracts had been with those distributing agencies that actually rendered the service?
>
> Mr. HATHAWAY. That is right. And Rockaway News; that is the only one.
>
> The CHAIRMAN. None of your own employees were members of this union?
>
> Mr. HATHAWAY. We had no employees members of the union.

The CHAIRMAN. And yet the union was trying to force you, although you had no employees members of the union, to make a contract directly with them?

Mr. HATHAWAY. That is correct (p. 18159).

As an explanation of the union's adamant demands for a direct contract, Mr. Hathaway testified:

Mr. HATHAWAY. We believed that the union feels it would have more direct control over the operations of a newspaper and can on far less pretext stop deliveries of the newspaper than it can when it works through a wholesaler or wholesale association (p. 18157).

A month later, the union's position remained unchanged, as was revealed by a letter to Newsday from the union's counsel:

Mr. KENNEDY. And in this letter, Mr. Chairman, of January 5, 1959, exhibit No. 2, signed by O'Donnell & Schwartz, counsel to the union, it states over here on the top paragraph on page 2:

"This will advise you that we are not entering into any discussions or negotiations with any news company concerning the delivery of Newsday."

So even if this other company, Libco, or the employees, wished to join the union, the newspaper union, as has been indicated here, he wouldn't even take them in.

Mr. HATHAWAY. That would be our understanding, Mr. Kennedy, and I would like you to note that the dates of those two communications there, they are a month apart.

* * * * *

The CHAIRMAN. What did this mean, this paragraph here in this letter of January 5, which says:

"This will advise you that we are not entering into any discussions or negotiations with any news company concerning the delivery of Newsday"?

Mr. HATHAWAY. It would indicate to us, Senator, that they had no intention of attempting to organize the drivers who were legitimately handling under contract the distribution of Newsday.

The CHAIRMAN. Was this still a part of the pressure to compel you to sign up without having any members?

Mr. HATHAWAY. Yes. sir (p. 18159).

Newsday was equally unyielding and persisted in its refusal to sign a direct contract with the union with which none of their employees was affiliated. Since the union would not permit wholesalers with whom it had collective bargaining agreements to deliver the newspaper, Newsday engaged a nonunion concern, Libco, effective December 29, 1958.

It was Hathaway's testimony that within an hour after Libco commenced making deliveries, representatives of the union appeared in automobiles opposite Newsday's offices and began following trucks that were making deliveries. On that afternoon, two of the trucks' tires were slashed. Joseph Baer and John Lawrence, Jr., then business agents of the union, and Stanley Lehman, treasurer of the union,

were indicted and convicted for these illegal acts, Baer receiving a 10-day sentence, Lehman and Lawrence receiving suspended sentences.

By virtue of a restraining order obtained by Newsday on December 30, 1958, there has been no further picketing by the union.

ATTEMPTED MONOPOLIZATION OF WHOLESALE NEWSPAPER AND MAGAZINE BUSINESS BY RACKETEERS

Irving Bitz, alias Morris Grossman, a native of Poland and an alien, proved to be a key figure in the committee's investigation of alleged monopolization of the newspaper and magazine wholesale business in the New York area. Bitz had an impressive criminal record of 11 arrests, including charges of narcotics violation, burglary, unlawful entry, attempted robbery, bail jumping, and lottery conspiracy. He was sentenced to a year and a day on the narcotics charge, 3 to 6 years for bail jumping, and 6 months on a lottery conspiracy.

The Immigration and Naturalization Service commenced deportation proceedings against Bitz in 1953. Because of his criminal activities he was declared an undesirable alien, and ordered deported. However, he has since escaped deportation because of Poland's refusal to accept him.

Irving Bitz was not a stranger to the committee. During the course of the paper local hearings in August 1957, the committee learned it was Bitz who was the intermediary between a New York employer and the prominent New York labor racketeer, John Dioguardi. By contracting with Dioguardi's labor relations firm, Equitable Research Associates, the employer was able to avoid the unionization of his plant.

For some years, Bitz has been vice president of the Bronx County News Co., a wholesale magazine distributor which controls the distribution of all major magazines in Bronx County, N.Y. Since the latter part of 1958, Bitz has been secretary-treasurer and part owner of Bi-County News Co., Garden City, N.Y., also a magazine wholesale company which distributes approximately 80 percent of the major magazines on Long Island, N.Y. Bitz is also a member of the Deliverers' Union which, of course, has collective bargaining agreements with Bronx County and Bi-County News Cos. Associated with Bitz in both Bronx County News Co. and Bi-County News Co. is Charles Gordon, who, along with others, was convicted with Bitz on the lottery conspiracy charge.

The testimony of Mr. Theodore Thackrey was illustrative of Bitz' domination of union officials. Mr. Thackrey was the former publisher and president of the now defunct New York Daily Compass, a newspaper that was established principally through his efforts. The Compass was first published on May 16, 1949, and discontinued in late 1952. Mr. Thackrey told the committee that, prior to the initial publication date, the officials of the Compass had decided, for economic reasons, that, rather than engage in any direct delivery of the newspaper, they would contract out delivery to various wholesalers, the principal one in Manhattan being the Metropolitan News Co.

They originally attempted to enter into an arrangement whereby Metropolitan would pick up the newspapers at the dock of the Com-

pass, thus obviating the necessity of employing any member of the Newspaper and Mail Deliverers Union. However, in preliminary discussions it was learned that Metropolitan News, by virtue of the terms of its contract with the Deliverers' Union, was prohibited from entering into such an arrangement and that the Compass would be required to employ members of the Deliverers' Union to make deliveries to Metropolitan News Co. Moreover, the Compass learned in early negotiations with the union that the latter would not even permit such a limited use of union members. Union officials insisted that the Compass make direct deliveries to some 30 newsstands in New York, and employ drivers and helpers who were members of the union to make these direct deliveries.

According to Thackrey, the Compass was financially unable to engage in a direct delivery program of this magnitude. Nevertheless, the union was insistent, and an impasse was reached. With the imminence of the Compass' initial publication date, Thackrey's situation became serious. In searching for some solution to his problem, he turned to a friend, James Gettleson, then circulation director of the New York Post. Gettleson told Thackrey of an individual named Irving Bitz, who reputedly had considerable influence with the union.

Thackrey learned through Gettleson and others of Bitz' criminal record, his connections with the underworld, and also his reputation for effectively dealing with "various difficult union situations." In desperation, he arranged an appointment with Bitz, through Gettleson.

Thackrey met with Bitz, and discussed his problem. Bitz assured Thackrey that he could deliver a contract, but that it would cost money. Bitz originally demanded $20,000, but, after some negotiation, agreed to accept $10,000 in cash, but complaining that, with that amount, there would be little "left over" for himself.

Subsequently, by prearrangement, Thackrey met with Bitz outside the Compass building in lower Manhattan and paid him $10,000 in cash, which had been obtained from the Compass Corp. funds. After counting and pocketing the money, Bitz drove Thackrey to the home of one Joseph Simons in Brooklyn, N.Y., whom Bitz described as the president of the Deliverers' Union. A man, whom Thackrey subsequently learned was Simons, came out of the home and joined Bitz and Thackrey in the automobile. Thackrey testified:

> Mr. THACKREY. * * * The opening words of the conversation I can't remember exactly, but I remember when Bitz said he had taken a contract to get me a contract with the union. He also suggested that Mr. Simons' asthma was troubling him unduly, and that he advised a trip to Miami.
>
> At that point he suggested that perhaps I would not like to hear the rest of the conversation, and I think that he said, "You might want to walk around the block," which I did not do, but got out of the car and I walked about half a block away and smoked a cigarette and came back when Mr. Simons left the car and went into his house.
>
> * * * * *
>
> Mr. KENNEDY. You got back in the car then?
>
> Mr. THACKREY. I got back in the car, in the front seat, and we drove back to Manhattan.

Mr. KENNEDY. What did Mr. Bitz say about the meeting with Mr. Simons?

Mr. THACKREY. He said, "Well, we have three more to go, and I am not going to come out of this with any money, and you ought to get up something for me out of this" (pp. 18137–18138).

Bitz then informed Thackrey that he had several other people to see. Thackrey declined Bitz' invitation to accompany him and returned to his home. Later that evening Bitz called Thackrey:

Mr. THACKREY. * * * He said, "It is all set; but you have got three routes." I said, "I thought our contract was that all we needed was a truck to carry our papers from the dock to Metropolitan."

He said, "Well, that is just too tough. The contract you have got calls for three routes. You ought to be happy about it. Like I told you, couldn't you get up at least $500 for me? I am not making any money."

I said, "I could not."

He said, "Well, I said I would take a contract, and that is it. You have got it, and don't worry about it" (p. 18138).

Within 2 or 3 days, Thackrey met with union officials who agreed to the contract as described by Bitz. Thackrey testified that he had no difficulty with the contract or the union from that time until the Compass suspended publication.

Thackrey told the committee he did not think the Compass would have been able to obtain a contract they "could live with" had they not made the payoff (p. 18140).

Thackrey's position on the ethical aspects of the transaction were brought out in the following colloquy:

The CHAIRMAN. Did you regard this just as a shakedown payment or how did you regard it, from the standpoint of your company or your publication, and proper ethics? How did you regard this $10,000 payment?

Mr. THACKREY. Well, Senator, I always had a hard time kidding myself. This is the kind of deal that I have heard described a good many times as a perfectly legitimate business deal in which special counsel or people with special persuasive powers are hired on a fee to get a job done. I regarded it as a shakedown, and I was very ashamed of my own part in it.

The CHAIRMAN. Upon reflection, you regarded it as a shakedown?

Mr. THACKREY. That is correct.

The CHAIRMAN. In fact, the man whose influence you purchased, or presumably purchased, did not have the reputation or stature of a man using ethical influence or influence in an ethical manner to obtain the results you desired; is that correct?

Mr. THACKREY. That is correct (p. 18140).

Joseph Simons was called as a witness immediately following Thackrey's testimony. He told the committee that he is presently

a member of the Deliverers' Union and employed as a driver for the New York Daily News; further that he had been president of the union for several years, including 1949. He admitted knowing Irving Bitz. Although Simons described Thackrey's testimony as "fantastic," when specific questions were put to him he took refuge in the fifth amendment. In explanation, he said:

> The reason why I take that is because I listened to his testimony, which is so fantastic to me that I am confused, and I take the fifth amendment because I might incriminate myself, of all of the things he said. That is the point (p. 18143).

While Simons was in the witness chair, Thackrey identified him as the individual who joined Bitz and himself in Bitz' car outside of Simon's home in Brooklyn.

An affidavit of Bernard Goldstein, former assistant treasurer of the Compass, which was placed in the record, tends to buttress Thackrey's testimony. Goldstein recalled that, just prior to the date of initial publication in 1949, the Compass had experienced difficulty with the Deliverers' Union in that the union would not permit delivery of the papers by Metropolitan News Co.; that there were discussions relative to paying off union officials; that the amount involved was in the neighborhood of $10,000, and that this amount was withdrawn from one of the bank accounts of the Compass in cash and the cash given to Mr. Theodore Thackrey and believed, by Goldstein, to have been used by Thackrey to pay off union officials.

Testimony and evidence concerning the Pacific News Co., a magazine wholesale concern in Brooklyn, N.Y., and its vice president, Michael Spozate, also known as "Ski," provided the committee with additional evidence of hoodlum infiltration into the industry. Spozate is an associate of Bitz and has a financial interest in Bi-County News Co. He has an extensive criminal record of 10 arrests, including charges of White Slave Traffic Act, burglary, larceny, felonious assault, and bookmaking. He was convicted eight times for various crimes, including juvenile delinquency, unlawful entry, and bookmaking.

In addition to being vice president, a portion of the stock of Pacific News Co. is in the name of Spozate's wife, Rose.

A staff examination of Pacific's books and records revealed that Irving Ertis, president, Pacific News Co., borrowed $13,500 from the company on October 28, 1958, depositing this amount in his personal bank account on the same day. On October 29, 1958, 1 day later, the same amount, i.e. $13,500, was deposited in the personal bank account of Michael Spozate. Thereafter, on November 3, 1958, Spozate wrote a personal check to the Bi-County News Co., of which company Irving Bitz is secretary-treasurer and in which he has a proprietary interest. Officials of Bi-County had previously informed staff members that Spozate had invested in Bi-County.

Spozate did not appear before the committee. He was successful in eluding the committee staff, which for several months had attempted to locate him for interview and service of a subpena.

Although Irving Ertis, president of Pacific, appeared before the committee, he took refuge in the fifth amendment. He refused to

answer any question relating to Spozate, including his whereabouts. He declined to explain the unusual financial transaction whereby funds were borrowed by Ertis from Pacific and then turned over to Spozate by Ertis for investment in Bi-County News Co..

Spozate's name also cropped up during the course of the committee's investigation of the Manhattan News Co., a concern which is engaged in the wholesale distribution of magazines in the Borough of Manhattan, N.Y. Part of the stock of Manhattan News Co. is held by the wife of Henry Garfinkle, president of American News Co., while the balance is held in trust for the two children of Garfinkle.

Solomon Levine, vice president and secretary-treasurer of Manhattan News Co., appeared before the committee as a witness. Like the wholesalers who preceded him, Levine invoked the fifth amendment in response to questions on payoffs to union officials. He further declined to explain a loan of $7,500 from Manhattan News Co. to Michael Spozate on January 23, 1958, which was deposited in Spozate's personal bank account on January 24, 1958, on the grounds it might tend to incriminate him.

Manhattan News Co., Pacific News Co., and American News Co. also figured in the testimony of Mr. Herbert Cohen, president of Periodical Distributors of New York, who testified that his company is in a disadvantageous position competitively because of discriminatory provisions in its contract with the Deliverers' Union.

Periodical is engaged in the wholesale distribution of magazines in Manhattan, and Queens, Nassau, and Suffolk Counties, Long Island. In the Borough of Manhattan its principal competitor is the Manhattan News Co. The Manhattan News Co., along with other wholesale distributors, including Bronx County News Co., Bi-County News Co., and Pacific News Co., belongs to the Magazine Wholesale group. Mr. Edwin F. Korkus acts as attorney for this group on matters affecting labor relations, and negotiates master collective bargaining agreements with the Deliverers' Union on their behalf.

Periodical Distributors is not a member of this group and negotiates separately with the union. Their contract contains a provision requiring employees of the "return room" to be members of the Deliverers' Union. It was Cohen's testimony that employees of the "return room" performed menial work which would not demand the high scale of pay established for members of the Deliverers' Union (p. 18319). The contract between the union and members of the Magazine group does not contain this provision permitting them to pay the lower scale for "return room" employees, thus placing Periodical at a decided disadvantage competitively.

In an attempt to remedy this situation, Cohen contacted Korkus requesting that Periodical be permitted to join the Magazine group. in their negotiations with the union. Korkus, however, informed Cohen that he was too busy to handle Periodical's affairs. This discrepancy in the contracts still exists, preventing Periodical from competing with Manhattan and others in the group. Cohen was certain he was the only distributor required to pay Deliverers' Union scale to these employees, and knew of no distributors in Metropolitan New York so required.

Of further interest to the committee were the difficulties experienced by Periodical with the Union News Co., a subsidiary of American News Co. of which Mr. Garfinkle is president.

Periodical was granted a franchise by Select Magazines, a national distributor, for the distribution of Select's magazines including Time, Life, Reader's Digest, U. S. News & World Report on Long Island. LaGuardia Airport, a lucrative retail outlet, was within the area covered by this franchise. The retail newsstands at LaGuardia are exclusively those of the Union News Co. Although Periodical had the franchise which included LaGuardia, Union News refused to purchase from Periodical, the result being that the aforementioned magazines were not sold at LaGuardia for a period of 11 weeks in the summer of 1957. Union News agreed to accept Select's magazines from the Pacific News Co. Select, therefore, gave the LaGuardia franchise to Pacific and amended Periodical's accordingly.

Periodical has retained the franchise to distribute Select's magazines on the balance of Long Island, but Union News still refuses to purchase from Periodical. Franchises for the distribution of other major magazines on Long Island are held by Bi-County News Co. Union News purchases such magazines from Bi-County.

In looking into alleged attempted monopolization of the wholesale magazine industry by underworld elements, the committee was particularly interested in the circumstances surrounding the formation of the Bi-County News Co. and the manner in which Irving Bitz and his partner, Charles Gordon, acquired controlling interest in Bi-County.

Bi-County represents a sizable portion of this business in Metropolitan New York, since it has franchises for the distribution of approximately 80 percent of the major magazines on Long Island and obviously added substantially to the control already exercised by Bitz and Gordon through Bronx County News Co.

By way of background, the Rockaway News Supply Co., of New Hyde Park, Long Island, N.Y., which was one of the largest wholesale distributors on the eastern seaboard, had for many years exclusive franchises for the distribution of magazines and newspapers on Long Island. In early 1958 it was obvious to the industry that Rockaway was in serious financial difficulties. Efforts to rehabilitate Rockaway failed, culminating in its bankruptcy in late 1958. With the failure of Rockaway, lucrative distribution franchises were available, a fact very much appreciated by those in the wholesale distribution business, including Bitz and Gordon.

In April 1958, prior to Rockaway's bankruptcy, but after its precarious financial condition was well known, Bi-County News Co. was organized by William Fello and others for the purpose of engaging in the wholesale distribution of magazines on Long Island, which, of course, was the territory embraced by Rockaway's franchises. Shortly thereafter John P. Walsh invested in Bi-County. His testimony as to how he was "muscled out" of Bi-County by Bitz and Gordon was most illuminating.

According to Walsh's testimony, in June of 1958 he was engaged in the truck rental business. While soliciting Bi-County's business, William Fello suggested the possibility of Walsh's investing in Bi-County. Thereafter, Walsh invested $20,000, which he obtained by mortgaging his home.

It was Walsh's understanding that Fello had invested some $35,000 or $40,000 in Bi-County. He told Walsh he "had people" who would supply him with cash, but never further identified these people.

Later Walsh did see Fello in the company of an individual who was later identified as Antonio "Tony Ducks" Corallo, a powerful New York underworld character who figured prominently in prior committee hearings as exerting a behind-the-scenes control of various unions.

Staff Accountant Robert Cofini, who examined the books and records of Bi-County News, testified that William Fello made loans of some $40,000 to the company. In attempting to trace the source of these funds, Cofini determined that a total of $26,500 was obtained through two banks loans. The balance of $13,500 could not be traced.

In the fall of 1958, just preceding Rockaway's bankruptcy, Irving Bitz and Charles Gordon formed the Island News Co. With the impending failure of Rockaway, most of the major magazine publishers granted franchises formerly held by Rockaway to Island News Co. However, Bi-County was successful in obtaining a contract with the Deliverers' Union, a sine qua non for any wholesale distribution operation in New York and vicinity. It thus became expedient for Bitz, Gordon, and Fello to merge. Bitz and Gordon bought into Bi-County and used its union contract to operate under their franchises. Fello asked Walsh to sell his interest in Bi-County, explaining that although Bi-County had the union contract, Bitz and Gordon had the franchises, and that he was in no position to argue with them.

It was Walsh's testimony that, in order to accomplish the merger, it was necessary for the principals to eliminate him since any interest retained by Walsh would diminish their profits.

Walsh's involuntary disposal of his interest in Bi-County was forced in the following crude but effective manner, according to his testimony:

On November 2, 1958, he met with Fello at Fello's Bar & Grill in Jackson Heights, Long Island, N.Y. Present at this meeting also was Fello's brother, Barney Fello. Barney explained to Walsh that he would be able to arrange for the return of Walsh's original investment in Bi-County. He strongly advised him to accept this arrangement, explaining that Bitz and Gordon "played rough"; that "they could probably tell you what time your children get off and on the bus," and that they would know where his wife shopped.

Although Walsh was desirous of remaining in Bi-County, he considered Fello's remarks as threats against his wife and children in the event he refused to dispose of his interest.

On the following day, Walsh met with Fello in the offices of Fello's attorney, Leo Barry, where he signed a general release. Much to his surprise the $20,000 investment was returned to him in a brown paper bag in the form of cash bills, the highest denomination being $20, suggestive of an effort to conceal the source of this money.

As revealed by the testimony of Alan Hathaway, managing editor of Newsday, the Deliverers' Union was adamant in refusing to permit any wholesaler to handle Newsday deliveries in December 1958, insisting on a direct contract with the newspaper. However, the testimony of Robert W. Greene, reporter for Newsday, revealed that this was no deterrent to the officers of Bi-County News Co., who obviously were confident they had sufficient influence over the union's officers to arrange delivery of Newsday by Bi-County.

In the course of the Nassau County Police Department's investigation of the tire slashing of the Libco trucks, John Lawrence, Jr., union business agent involved in the slashing, was requested to appear at the department's third precinct. As a reporter for Newsday, Greene covered this situation.

He told the committee that when Lawrence appeared at the third precinct for questioning, he was accompanied by one William Fello, a partner of Irving Bitz in the Bi-County News Co. Bi-County had a collective bargaining agreement with the Deliverers' Union, of which Lawrence was a business agent. While Lawrence was being questioned on the second floor, Greene engaged Fello in conversation. In response to Greene's inquiry, Fello said that he had known Lawrence's father for many years, and that Lawrence was like a son to him. The subject of Newsday's union difficulties came up. Fello pointed out that Bi-County was in the newspaper and magazine delivery business, that they were taking over Rockaway News Co.'s magazine deliveries in the area, and proposed that Bi-County deliver newspapers for Newsday. When Greene expressed doubts as to Bi-County's ability to do this because of the union's insistence of a direct delivery contract and its refusal to permit any wholesaler to deliver Newsday, Fello responded, "Don't worry, we won't have any trouble with the union," shrugging his head toward the upstairs of the precinct offices where Lawrence was being questioned at the time. Fello asked Greene whom they should contact at Newsday along these lines. He was given the name of Mr. Harold Ferguson, general manager of the newspaper. Thereafter, according to Greene, Charles Gordon, another officer of Bi-County, inquired of Mr. Ferguson as to the possibility of Bi-County's handling deliveries for Newsday. However, by that time, Newsday had already contracted with Libco.

Although Irving Bitz and William Fello were witnesses, they declined to answer any questions.

From the federally prosecutive action which was taken as a result of the disclosures before the committee during the hearings on the newspaper case, it would appear that the above discussed employers and union officials had sufficient basis for resorting to their constitutional privilege.

On May 26, 1959, the Antitrust Division of the U.S. Department of Justice commenced an inquiry into racketeering in the delivery of magazines and newspapers in Metropolitan New York based on disclosures before the committee. A similar inquiry was launched by Frank Hogan, New York County district attorney.

On June 23, 1959, 11 individuals, including six Deliverers' Union officials and five others connected with wholesale magazine firms, and the Bi-County News Co. were indicted by a Federal grand jury in New York on antitrust and extortion charges. Union officials indicted were Samuel Feldman, Stanley Lehman, Harry Waltzer, John Lawrence, Jr., William Walsh, and Angelo Lospinuso, a former business agent. All but Lospinuso appeared before the committee and invoked the fifth amendment. Lospinuso had not been called as a witness. Also indicted were Irving Bitz, Charles Gordon, Michael Spozate, William Fello, and Rocco Fello, the latter an employee of Bi-County News Co. Bitz and William Fello appeared before the committee and exercised their privilege. Gordon was excused from

appearing because of illness, while Spozate was successful in eluding service of a committee subpena. Rocco Fello was not called as a witness.

The indictments charged that strikes or threats of strikes were used to force the payment of $25,000 by the Suburban Wholesalers Association, Inc., to Waltzer, Walsh, and Lospinuso in 1955. In 1957 a payment of $45,000 was made by the association under similar circumstances to Bitz, Feldman, Lehman, Waltzer, and John Lawrence, Jr.

The indictment also charged that a monopoly had been set up for the distribution of magazines by the Bi-County News Co. in Nassau and Suffolk Counties in New York, through violence and intimidation exerted on magazine publishers, forcing them to deal with Bi-County and excluding Bi-County's competitors. The defendants charged with these illegal acts were Bitz, Gordon, William and Rocco Fello, and Michael Spozate.

It is of interest that charges against these defendants were brought under the Sherman Anti-Trust Act, which contains immunity provisions. The principal affirmative witnesses before the grand jury which indicted the defendants were wholesalers who invoked the fifth amendment before the committee, but who testified before the grand jury when granted immunity.

On July 14, 1959, a New York County grand jury indicted Irving Bitz, Michael Spozate, Harry Waltzer, William Walsh, Sam Feldman, and Angelo Lospinuso for conspiracy and extortion involving a shakedown of the Morning Wholesalers and the Suburban Wholesalers for $65,000 in 1957, and the $25,000 in 1955, through threats of strikes and refusal to sign a contract with the wholesalers.

On August 4, 1958, Irving Bitz pleaded guilty to two counts of the Federal indictment for violation of the Sherman Anti-Trust Act, and two counts of extortion under the Hobbs Anti-Racketeering Act. On November 16, 1959, Irving Bitz was sentenced to 5 years in prison and fined $45,000.

PAYOFFS TO TEAMSTER AND ILA OFFICIALS BY PUBLISHING COMPANIES

In this phase of the committee's investigation into the newspaper industry, the initial and key witnesses were Charles E. Chenicek, William P. Hillbrant, and Joseph J. Gervase, vice president and general manager, treasurer, and assistant manager respectively, of the Neo-Gravure Printing Co. Through their testimony there was unfolded before the committee a fantastic sequence of fixes and payoffs which had been running continuously for at least the past 13 years.

The Neo-Gravure Printing Co. is a subsidiary of Cuneo Press, Inc., Chicago, Ill. Since 1952, Neo-Gravure's printing plant has been located at Weehawken, N.J. Prior thereto it was on 26th Street in New York, N.Y. Neo-Gravure is engaged in a variety of printing under the rotogravure process. Of importance to the committee's investigation was its printing of Sunday supplements for various newspapers, including the American Weekly for the Hearst Newspapers, as well as supplements for the New York Times and the New York Mirror.

The amazing disclosures by these officials of Neo-Gravure centered around two closely associated individuals, namely Harold Gross, a convicted labor extortionist, and Cornelius J. Noonan, head of Inland

Terminal Workers Local 1730, International Longshoremen's Association.

Gross was formerly an official of local 138 of the Teamsters in New York. In 1942 he, along with other officers of the local, were convicted of extortion arising out of their association with local 138. Gross was sentenced to the penitentiary and paroled in May 1945. Shortly thereafter he was employed as a platform worker for the Neo-Gravure Printing Co.

Noonan is president of Inland Terminal Workers Local 1730, ILA. Local 1730 was organized in 1948. It succeeded local 21510. Officials of the latter local, in addition to Noonan, were Edward J. McGrath, who has an extensive criminal record, and John "Cockeyed" Dunn, who was electrocuted for a New York waterfront murder (pp. 18285–18286).

Noonan has been associated with the top hoodlums in the New York area, including Abner "Longy" Zwillman, Albert Anastasia, "Trigger" Mike Coppola, and Myer Lansky. His contacts in the labor field include James Hoffa, international president of the Teamsters; John O'Rourke, international vice president of the Teamsters, who invoked the fifth amendment before the committee; Barney Baker, international organizer for the Teamsters, who since his appearance before the committee has been indicted for receipt of improper payments in violation of the criminal provisions of the Taft-Hartley Act; William DeKoning, Jr., head of local 138, Operating Engineers, a convicted labor racketeer; and Anthony Provenzano, head of local 560, Teamsters, Hoboken, N.J., who is presently under indictment on labor extortion charges.

NEO-GRAVURE'S EMPLOYMENT OF GROSS TO INSURE LABOR PEACE

In 1945, Harold Gross was hired as an employee of the shipping department of Neo-Gravure by Mr. Fred Stewart, then vice president and general manager of Neo-Gravure. Mr. Stewart is now deceased. Thereafter, Gross was designated foreman of the shipping department. Employees of this department were members of local 1730, ILA, headed by Gross' close associate, Connie Noonan.

Neo-Gravure enters into collective bargaining agreements with local 1730 governing the wages, hours and working conditions for these employees.

Mr. Hillbrant testified that as salary Gross received a weekly check of $143 plus a monthly check of $460. Payment by weekly check is the normal procedure at Neo-Gravure. The $460 was paid monthly to conceal from other shipping department employees the full amount paid Gross. This amount was paid Gross for "services he renders." From 1946 through 1958, the weekly and monthly salaries paid Gross by Neo-Gravure amounted to $98,459.85. The services rendered by Gross were nothing more than the guarantee of labor peace. This was the sole reason for his being on the payroll of Neo-Gravure as brought out in the following interrogation of Mr. Chenicek:

> Mr. KENNEDY. Is it correct that he is kept on the payroll at the present time because of his connections and contacts with certain labor officials?
>
> Mr. CHENICEK. Well, I would phrase it that he is kept on the payroll because the department does function harmoni-

ously, it functions efficiently, and on that basis his services are retained.

The CHAIRMAN. That is what it actually amounts to. You wouldn't have a foreman in Florida running a Teamsters Union unless you were getting some influence and benefit from it, would you?

Mr. CHENICEK. No, sir.

The CHAIRMAN. He is not there to personally supervise as a foreman should and would normally, is he?

Mr. CHENICEK. That is correct.

The CHAIRMAN. So he is off down in Florida running the Teamsters Union while he is on your payroll to keep labor peace; that is what it amounts to, isn't it?

Mr. CHENICEK. Yes, sir (p. 18217).

Gross was still on the payroll of Neo-Gravure as foreman of the shipping department on May 6, 1959, when Messrs. Chenicek, Hillbrant, and Gervase testified before the committee.

The CHAIRMAN. * * * Can you give us any explanation why he is still retained on your payroll at $143 a week and $460 a month? That is, other than for the fact that you are buying labor peace?

Mr. CHENICEK. For the same reason, Senator, that we covered before. The reason for our retention of his services is no different than it was at any earlier date.

The CHAIRMAN. In other words, it was not for the work that he does at the plant as a supervisor or a foreman at all, but it is to avoid labor trouble, and by that you mean strikes and other disruptions and harassment, and so forth. That is what you mean?

Mr. CHENICEK. Yes, sir.

The CHAIRMAN. You still feel compelled to do that at the present?

Mr. CHENICEK. Unfortunately, we do (pp. 18229–18230).

(Following their testimony before the committee, officials of Neo-Gravure announced that Harold Gross would be removed from the payroll.)

Gross was also successful in arranging for the employment of a number of his relatives at Neo-Gravure.

A brother, Henry Gross, who is on the payroll as a checker, received a total of $64,314.27 as salary during a period from 1946 through 1958.

Gross' son, Donald, was on the payroll of Neo-Gravure as a platform loader from 1952 to 1954, during which time he received a total of $5,172.57.

Another son, Norman, who was on the payroll during 1957 and 1958, received salaries totaling $2,634.78.

Gross' brother-in-law, Mike Reiter, has been on Neo-Gravure's payroll since 1949 having received a total of $56,000.

Thus Neo-Gravure has paid a total of $226,000 in salaries to Gross and his family.

As established in the record of the hearing, Harold Gross, while on the payroll of the Neo-Gravure Printing Co., spent a great portion

of his time in Miami, Fla., running Teamster Local 320. In this connection Mr. Kennedy asked Mr. Hillbrant:

> Mr. KENNEDY. Mr. Hillbrant, is it correct that he has spent the last year and a half or so in Florida, that has been his main headquarters?
>
> Mr. HILLBRANT. He has spent considerable time there. I can't give you the period of time. I haven't seen him in the office. I think the last time I saw him was late December. I can't pin it down.
>
> Mr. KENNEDY. He keeps in touch with your company by telephone, does he?
>
> Mr. HILLBRANT. He does (p. 18215).

Under these circumstances it would have been physically impossible for him to perform duties normally expected of a foreman. This, of course, was further evidence of his being on the Neo-Gravure payroll for other than legitimate reasons.

Gross' methods in running local 320 in Miami, although not directly related to the newspaper case, as revealed by the testimony of committee staff member, Walter J. Sheridan, were, nevertheless, of interest to the committee.

Local 320, Miami Beach, Fla., was initially chartered by the International Brotherhood of Teamsters in July 1957. It became defunct in March 1958. In October 1958, Gross was placed in charge of a local, after which time he attempted to organize parking lot attendants, service station attendants, and taxicab drivers. Gross was still the head of local 320 in May 1959, when he testified before the committee. During that period, of course, he was also on the payroll of the Neo-Gravure Printing Co. as a foreman of the shipping department.

Local 320 under Gross' leadership could hardly be considered a successful operation. The local's books, when examined by Sheridan in April of 1959, showed a total of 32 members. Assuming dues to be $5 per month, monthly receipts from the membership could not have exceeded $160 per month. Yet Gross and two other officers each were receiving salaries of $150 a week. Additional known expenses incurred by the local included $164.63 monthly rental for a red Thunderbird for Gross' use, as well as bills totaling $395.41 from three other car rental agencies. To pay officers salaries and other expenses, the international offices of the Teamsters were subsidizing Gross and local 320 at the rate of $3,000 a month. General President James R. Hoffa personally authorized this subsidization.

Organizational activities on the part of Gross and others cast considerable doubt on the legitimacy of the operation of local 320.

During the course of various organizational drives in Miami, Gross was accompanied by Frank Dioguardi, brother of the notorious John Dioguardi; James Plumeri, alias Jimmy Doyle, well-known New York hoodlum, convicted extortionist and uncle of the Dioguardis.

While organizing service station attendants, Gross utilized a most unusual technique. Service station managers were asked if they would like to invest in local 320 as a business venture. One service station manager was asked if he would like to invest $7,000 in local 320. Since this manager immediately rejected the offer, it was never determined whether the term "investment" was used in its ordinary

sense or if it was to be considered as insurance against labor difficulties, or perhaps a means of avoiding unionization.

In examining the records of local 320, staff members found most revealing correspondence from former U.S. Senator George H. Bender, chairman of the Antiracketeering Commission established by Teamster International President James R. Hoffa for the announced purpose of ridding the Teamsters Union of racketeers. On October 24, 1958, George H. Bender as chairman of the antiracketeering commission, wrote Joseph W. Morgan, secretary-treasurer of local 320, Miami Beach, Fla., the local of which Harold Gross was president, inquiring as to whether or not there was any gangsterism or racketeering in that local.

In response to this letter, Bernard Derow, secretary-treasurer of local 320, wrote to Mr. Bender as follows:

> DEAR SIR: There are no cases of racketeering or gangster alliances in this local union.
>
> We will give you full cooperation on any investigation of this local union.
>
> Very truly yours,
>
> BERNARD DEROW,
> *Secretary-Treasurer, Local Union 320.*
> (p. 18328.)

On December 5, 1958, Mr. Bender wrote Derow as follows:

> DEAR MR. DEROW: Your letter of recent date in response to mine of October 24 has been received.
>
> The fine report you give of your organization is most gratifying to the commission. The officials and members of your local are to be commended upon it.
>
> Thank you sincerely for your fine spirit of cooperation.
>
> With kindest regards and best wishes, I am
>
> Cordially yours,
>
> GEORGE H. BENDER.
> (p. 18329.)

In addition to receiving salaries totaling over $98,000 to insure labor peace, Harold Gross was also handsomely reimbursed by Neo-Gravure for his unique ability in negotiating a collective bargaining agreement with local 1730 of the International Longshoremen's Association headed by Gross' close friend, Connie Noonan.

Mr. Chenicek testified that Neo-Gravure paid Gross $2,500 in cash in October 1954, and an additional $2,500 in October 1955, for a total of $5,000 for "his services in connection with the negotiation" of a new 2-year contract with local 1730 which represents the platform workers of Neo-Gravure.

As to why Gross was paid the $5,000, Mr. Chenicek explained to the committee that under normal circumstances wage increase provisions in a new contract for the platform workers would follow a pattern set by contemporary Teamster Union contracts in the area. However, the increases in the platform workers contract of October 1954, which was negotiated by Gross were actually less than those provided for in the New York Teamster contracts.

Admittedly Mr. Chenicek used the word "negotiated" loosely. It was his testimony that there were actually no negotiations; that Gross

merely had some conversations with Noonan and that thereafter Noonan appeared at Neo-Gravure's offices with the prepared contract containing reduced wage increases.

Since the wage increases for Neo-Gravure's platform workers were less than those provided for in the corresponding Teamster's contracts, a net saving accrued to Neo-Gravure over the 2-year period, even though Gross had been paid $5,000. Mr. Chenicek estimated that the net saving amounted to $5,000 for the 2 years.

Concerning direct payments by Neo-Gravure to Connie Noonan, when Mr. Chenicek came with the company in 1949 he "inherited a situation" whereby $200 in cash was given to Noonan at Christmas time each year. Mr. Chenicek had continued that practice. Noonan appeared at Neo-Gravure's offices during Christmas season each year to pick up an envelope containing $200 in cash.

Staff Accountant George Kopecky testified that the books of Neo-Gravure revealed that Noonan has received a total of $1,550 for the years 1950 through 1958. The payments were charged to "shipping and delivery expense." One year, according to Mr. Chenicek, he was given only $150.

Messrs. Chenicek, Hillbrant, and Gervase then testified on a series of difficult labor situations involving the Teamsters Union and the Newspaper and Mail Deliverers Union in New York, which normally would have seriously delayed delivery of Sunday supplements from Neo-Gravure's plant to major New York newspapers. The ability of Harold Gross and Connie Noonan to find a solution to these difficult situations for a price attested to their influence over or contacts with corrupt elements who obviously were in a position of power and authority in the labor movement in the New York area.

THE 1946 AND 1948 TEAMSTER STRIKES

The Sunday supplements printed at Neo-Gravure for various newspapers are customarily delivered from Neo-Gravure's plant to the newspaper by trucks operated by members of the Teamsters Union. In September 1948, according to Mr. Gervase, the Teamsters called a general strike, shutting down all trucking in the New York area. At this time Neo-Gravure was printing supplements for the New York Times and the New York Mirror. Although Neo-Gravure was ready, willing and able to deliver the supplements, the strike prevented such delivery. Thus the Times and the Mirror were faced with a dilemma of obtaining the supplements in sufficient time to be included in their Sunday editions.

According to Gervase, Mr. I. M. Keller, then vice president and general manager of Neo-Gravure, in attempting to find a solution to their difficulty, discussed the situation with Gross and Noonan. As subsequent events turned out, Gross and Noonan were able to arrange for the uninterrupted delivery of the supplements to the New York Times and the Mirror despite the fact that the general Teamsters' strike affecting all trucking was in full force and effect. Mr. Gervase was not present at any conversations between Mr. Keller and Gross and Noonan, thus was unable to testify as to the details.

Mr. Hillbrant testified that although he was not present at any of the talks Keller had with Gross and Noonan, he received instructions

from Mr. Keller to make certain cash payments over and above legitimate haulage charges to Gross and Noonan for the period September 3 to 11, 1948, while the strike was in effect.

The rate of payment, which was established by Gross and Noonan, was initially $250 per truckload and then raised to $375 a truck.

According to Hillbrant, the truck deliveries of the supplements during this period were made at nighttime. On the morning following the nighttime deliveries, Hillbrant made cash payments to Gross and Noonan based on the number of truckloads at the established rate per truck.

Examination of Neo-Gravure's books by Staff Accountant George Kopecky revealed that checks were cashed on six separate occasions during the 8-day period from which cash payments totaling $45,750 were made to Gross and Noonan.

Thereafter Neo-Gravure was reimbursed in this amount by the New York Times and the New York Mirror. Thus the payoffs were actually made by the newspapers rather than Neo-Gravure.

Mr. Hillbrant testified that the Teamsters had called a similar general strike in September of 1946, during which time Neo-Gravure made payments of approximately $10,000. Neither Chenicek, Hillbrant, or Gervase could testify as to whom these payments were made. Nevertheless the company's records indicate that they were made, that the situation was similar to the 1948 strike in that they were reimbursed for the payments by the New York Times, the New York Mirror, and also the Boston Herald.

Mr. Amory H. Bradford, vice president and business manager of the New York Times, who appeared as a witness before the committee, not only corroborated the testimony given by Mr. Gervase and Mr. Hillbrant, but furnished the committee additional important and significant details relating to the payments to Gross and Noonan during the 1946 and 1948 Teamsters' strikes.

Mr. Bradford testified that matters affecting labor relations generally, as well as contracts between the New York Times and Neo-Gravure Printing Co. and other contractors, are handled by the business manager. Mr. Bradford has been business manager for the past 2 years and thus has no firsthand knowledge of the events occurring in 1946 and 1948. During 1946 and 1948, Mr. Harold Hall, now decreased, was the Times' business manager. Therefore, Mr. Bradford's testimony as to events at the Times during the 1946 and 1948 strikes was based on available records.

By way of background, from April 1933 to January 1950 the rotogravure printing of the Times magazine section and book review was done by the Neo-Gravure Printing Co., then located on 26th Street in New York City. (Thereafter Neo-Gravure moved its plant to Weehawken, N.J.) Although the Times has no direct relations with the Teamsters' Union, it is dependent on trucks driven by members of the Teamsters for delivery of the aforementioned Sunday supplements from the printer to the Times.

With reference to the 1946 Teamster strike, the records of the New York Times reflect the following according to Mr. Bradford's testimony, and exhibits placed in the record:

1. On September 1, 1946, local 807 called a strike, which spread and resulted in tying up all trucking shipments in the New York area. The strike lasted until September 17, 1946. A large part of the por-

tion of the book review and magazine section which had been printed in advance had to be dropped from the Times' Sunday issue of September 15, 1946, and distributed on September 22. Among the losses as a result of the strike was an adjustment to advertisers for the late distribution of the book review and magazine section of over $40,000.

2. The only records available possibly relating to reimbursements to Neo-Gravure for payments to labor union officials in connection with the 1946 strike was copy of a letter from Fred Stewart, vice president of Neo-Gravure, to Harold Hall, dated October 10, 1946, enclosing a check of Neo-Gravure in the amount of $1,800 to cover amounts drawn from the Times on September 6 and 7, 1946. Attached to this letter, but not an enclosure or a part thereof, were some receipts and a penciled note which read: "C. J. Noonan, president Motor and Bus Terminal Chek. (short for 'Checkers') Plat. (short for 'platform')" and, in shorthand, "workers union loc. 215102," the address "265 West 14," and a telephone number "WAtkins 9–8463".

(As previously indicated, local 21510 later became Terminal Workers Union 1730, ILA, headed by Connie Noonan.)

Mr. Bradford checked with Mr. Pelz, who at the time was a clerk in the business office of the New York Times and who delivered $1,000 of the above mentioned $1,800 to Mr. Gervase of Neo-Gravure. Mr. Pelz had no knowledge of the purpose for which the $1,000 delivered to Neo-Gravure was to be used except that it had some relationship to expediting shipments of the magazine section which had been delayed because of the strike.

Mr. Bradford testified that the Times does not retain checks and vouchers beyond 7 years. However their expense accounts show that a total of $20,837.71 was paid to Neo-Gravure for "strike expense" in October 1946. There was no record explaining further the meaning of "strike expense" (p. 18243).

The records of the New York Times, however, clearly described the purposes for which reimbursements were made to Neo-Gravure by the Times during the 1948 Teamster strike.

The general trucking strike called by the Teamsters in 1948 commenced September 1. All deliveries were stopped in New York. However, members of certain New Jersey Teamster locals continued to work. The strike was finally settled September 18.

As a result of the strike, deliveries of the Book Review and Times Magazine sections from Neo-Gravure's plant to the Times were interrupted. Without these supplements, the Sunday editions of September 5 and September 12, 1948 would have been incomplete. Moreover these supplements contained substantial advertising. This was of importance from a financial standpoint because the failure to obtain delivery of the supplements for inclusion in the Sunday edition would require the Times to make adjustments to the advertisers. As previously indicated, the delayed delivery of the supplements for the Times Sunday issue of September 15, 1946, resulted in a loss of $40,000. Mr. Bradford testified that the total advertising revenue from the two supplements for the September 5 and September 12 editions was $160,000. He added that, if delivery could not have been arranged during the strike, in addition to the advertising losses the Times would also have sustained losses for almost the entire cost of printing the supplements since they had all been printed or were in the process of being printed.

Negotiations with the Neo-Gravure Printing Co. for the delivery of the supplements during the 1948 strike were carried on by Harold Hall, then business manager. Detailed records kept by Mr. Hall relating to events occurring during the strike, which are part of the committee's record, were summarized by Mr. Bradford in a prepared statement as follows:

> On Thursday, September 2, Mr. Hall discussed the situation with Mr. Keller, vice president of Neo, and learned later from Keller that the Neo shop steward, Grosse, had said that Noonan, "can reach the proper people." Keller then talked with Noonan who apparently quoted $300 a load "to cover everything and everybody." Mr. Hall agreed to reimburse Neo for this payment contingent upon complete delivery. Keller later was able to work out a lower price of $250 a load. These amounts, which apparently were paid to Noonan by Neo-Gravure, and later billed to the Times, appeared to have covered actual expenses for the deliveries as well as what Mr. Hall characterized in his memorandum as "tribute." As a result of this, the Book Review and Magazine for the issue of Sunday, September 5, 1948, were delivered.
>
> The next week, deliveries of the Book Review were held up until Thursday. In the meantime, Noonan increased the charge per load to $375, explaining that he had had to employ members of a New Jersey local. Under this arrangement, the entire Times Book Review and Magazine for the issue of Sunday, September 12, were moved in (p. 18243).

Certain paragraphs in Mr. Hall's memorandum were particularly revealing. An entry on Thursday, September 2, 1948, read:

> I. M. Keller, of Neo, here from Chicago. Asked him to lunch. Told him Times or Neo will be receiving overtures from a "fixer or two." (W. B. S. had word that Noonan, business agent Platform Workers' Union, stood ready to aid.) Keller on return to his office phoned me that Gross, shop steward on Neo's platform workers, reported business agent Noonan "can reach the proper people." Keller to talk with him (p. 18250).

Mr. Bradford identified W. B. S. as William B. Schleig, then circulation manager of the Times who left later that year. Although the "Gross" alluded to in this paragraph is not further identified, it would seem safe to assume that this individual was Harold Gross in light of the testimony of the Neo-Gravure officials on the 1948 strike.

An entry at 7 p.m. on the same date read:

> Keller phoned, had satisfactory talk with Noonan who quoted $300 a load "to cover everything and everybody." Agreed this contingent upon complete delivery. Keller will seek to get price down (p. 18250).

There followed an entry of September 3, 1948, reading:

> Keller got price down to $250 a load each, Times and Mirror. Our share last night about $3,750. (Keller just

before leaving for Chicago reported a partial payment made to Noonan this morning (p. 18250).)

The above corroborated prior testimony of Neo-Gravure officials that the New York Mirror, as well as the Times, was required to make payments to assure delivery of supplements during the strike. On September 8, 1948, Hall wrote:

> During night Noonan increased load charge to $375, explaining had to employ members of Union 560 (Jersey) and evidently for a tribute to 807 (p. 18250).

The following colloquy occurred following the chairman's query as to the meaning of the word "tribute" which appeared in Hall's memorandum:

> Mr. BRADFORD. Mr. Chairman, these are Mr. Hall's words. In a later memorandum he identified the word "tribute" a little more explicitly and indicated he assumed this was a payment to union officials.
>
> The CHAIRMAN. Sometimes we pay a fellow a tribute, and then again we pay him a bribe that we call a tribute.
>
> Mr. KENNEDY. There was no question, at least up to that time, that there were fixers, as was mentioned here, and there were union officials to whom money had to be paid; is that correct?
>
> Mr. BRADFORD. I think that is the only possible conclusion you can draw from this memorandum, Mr. Kennedy (pp. 18250–18251).

The "later memorandum" referred to by Mr. Bradford was one dated September 15, 1948, from Mr. Hall to his secretary, James York, which read in part:

> Gervase, of Neo, on the phone this noon reported the total of special expense incurred by Neo in connection with the Book Review and Magazine sections for September 5 and 12 is $43,143. Nearly all of this was "tribute," although the total includes some overtime we authorized and $1,400 in printing the Book Review of the 12th ahead of schedule, on Saturday and Sunday, September 4 and 5. I told Gervase that our figures on the "tribute" were approximately the same—$7,000 to $7,200, the first week, when the delivery of the Book Review after the strike was on amounted to about 183,000 copies, and we estimated the special expense in connection with moving the Book Review and Magazine of the 12th was around $31,000 or $32,000.

Mr. Bradford testified that during the 1948 strike period the New York Times paid Neo-Gravure a total of $43,143.62. This amount included some apparently legitimate expenditures such as overtime, supper for men, etc. However, the New York Times records include an itemization of the $43,143.62 which identifies $35,000 as representing payments to "facilitate movement of trucks" for the "tribute" referred to by Mr. Hall (pp. 18249–18250).

As to the knowledge of the New York Times officials regarding the disposition of the "tribute" paid, the following exchange occurred:

> Mr. KENNEDY. The memorandum would appear to indicate that the representative of the New York Times was aware at the time as to where this money was going.
>
> Mr. BRADFORD. I don't want to quibble about it, but it certainly was aware that a man named Noonan said that for so much a truck these trucks could be moved. I don't think this file indicates any clear-cut awareness of the exact disposition of that money once it had been paid by the Times to Neo-Gravure.
>
> Mr. KENNEDY. Again, I don't want to quibble either. What I want to determine is, for instance, the memorandum quoting that money paid to Noonan, and that he in turn can reach the proper people, and in another place it mentions the fact that fixers would be in touch with the New York Times, and then it states that Noonan was approached and said that for so much a truck he could get the trucks through.
>
> The payments, it shows from the memorandum, were made to Neo, but it is also clear from the memorandum that the New York Times, at least the representative of the New York Times who wrote this memorandum, was aware of the fact that these payments were being made to these people.
>
> Mr. BRADFORD. That is correct. The payments were made. Certainly it is a fair deduction that the payments were made from Neo-Gravure to Noonan. The only thing I question is that I don't think it is clear what happened beyond that (p. 18252).

When asked by the chief counsel if he thought this was a proper payment, Mr. Bradford said:

> * * * I can say that in the light of the circumstances that have developed since then, particularly many of the facts brought out by this committee, and in earlier investigations of similar situations in New York, the Times would not today under any circumstances agree to reimburse any of its suppliers for payments to union officials. We would put the public interest against corruption in labor-management relations above private interests in having any such sections delivered.
>
> I would think, looking back to 1948, all we can say is that we hope we have learned something from our own experience and that of others (p. 18253).

The attitude and frankness of the officials of the New York Times in dealing with committee investigators Adlerman and Sheridan was in marked contrast to the lack of cooperation received from other management firms. It might be well to state for the record that the New York Times, even though obviously embarrassed by the disclosures of its own derelictions, reported the hearings fully and accurately, which is a tribute to its journalistic integrity.

Mr. Warren Kelly, vice president and advertising director of the New York Mirror, testified on the 1946 and 1948 Teamster strikes as they affected the Mirror.

In 1946 Mr. Kelly was director of retail advertising for the Mirror, while in 1948 he was general manager.

With respect to the 1946 strike, an undated and handwritten memorandum was identified by Mr. Kelly as coming from the files of the New York Mirror and was included in the committee record. He did not prepare the memorandum and had no firsthand knowledge concerning it.

The memorandum contained the following entries:

"Neo—business agents of NY Teamsters—$2,750 1st wk.
? 2nd wk.
Union representatives for Jersey tunnel comics—$400.—
Claims for musselmen (sic)—$6,700.
Kenney, $5,000 donation
1,700 other"

This memorandum clearly indicates that payoffs were made during the strike to obtain deliveries.

Mr. Kelly thought that the first entry referred to some payment to the Teamsters.

With respect to the second entry, he said that the comics appearing in the Mirror were delivered to New York from Wilkes-Barre, Pa., by one union; that to enter New York it was necessary for members of that union to drive through the Jersey tunnel. Since a general strike was in effect in New York at the time, the $400 might have related to a payment to someone in the New York union to permit the comics to be trucked through the tunnel.

Mr. Kelly was unable to explain the notation "claims for musselman" (muscleman). He said that the Mirror had a circulation manager by the name of Kenney.

Mr. Kelly was aware of the fact that the New York Mirror made certain payments to the Neo-Gravure Printing Co. during the 1948 Teamster strike to assure the delivery of the Sunday supplement printed by Neo-Gravure from its plant, then located on 26th Street New York, to the Daily Mirror on 45th Street. He identified a memorandum written by him to James J. Weindorf dated September 16, 1948 which reflected that $13,856.38 was paid by the Mirror to Neo-Gravure in connection with those deliveries.

Mr. Kelly's memorandum related to a bill received from Neo-Gravure for "additional handling and shipping expenses incurred pertaining to issues of September 12 and 19, 1948—$13,856.38." In the memorandum Kelly points out that these expenses were incurred "through the necessity of delivering to the Mirror during the strike of the truckmen magazines of the issues of September 12 and 19, in order to get them to 235 East 45th Street in time for distribution and sale of these two Sundays."

According to the memorandum, $10,750 of the amount was for 13 loads delivered on the night of September 2–3 and 3–4 at "an extra rate" of $250 per load and 20 loads delivered on the nights of September 8–9 and 9–10 at $375 a load. The balance was for labor, overtime, and other similar expenses.

Mr. Kelly testified that the $10,750 was paid to Neo-Gravure to "expedite" the shipments of the supplements from Neo-Gravure to the Mirror. He denied any knowledge of what was ultimately done

with the money, but admitted that the extra payments of $250 or $375 per load was most unusual.

After testifying that he made no inquiries as to the eventual disposition of the $10,750 since it did not arouse his curiosity at the time, he was asked:

> Mr. KENNEDY. You didn't care where the $10,000 went as long as you got your magazine sections?
> Mr. KELLY. Exactly.
> Mr. KENNEDY. Do you think that is the proper attitude for a business executive?
> Mr. KELLY. I think it is the proper attitude for an executive that wants to sell 2 million papers.
> Mr. KENNEDY. That is the most important thing?
> Mr. KELLY. And with the advertising revenue that is in the 2 million papers, we are in exactly the same position as the Times (p. 18263).

However, when asked by the chairman as to whether he wished to imply that all legitimate business should surrender to racketeers and if he would authorize similar payments under the same circumstances today, Mr. Kelly altered his position:

> The CHAIRMAN. You authorized the payment at the time. Well, the question should be, whether you should under the same circumstances authorize payment again like that.
> Mr. KELLY. No, I would not.
> The CHAIRMAN. Why?
> Mr. KELLY. Because I have a different view. This was 11 years ago.
> The CHAIRMAN. You know it is the wrong thing to do, do you not? Your paper editorially would condemn it in others just like that.
> Mr. KELLY. Exactly.
> The CHAIRMAN. Don't you condemn it when you do it?
> Mr. KELLY. Yes, sir.
> The CHAIRMAN. All right.
> Mr. KENNEDY. You wouldn't do it again if you were in the same position?
> Mr. KELLY. I would not (p. 18264).

THE AMERICAN WEEKLY SITUATION

As brought out through the testimony of Mr. Chenicek, vice president of the Neo-Gravure Printing Co., Cuneo Press of Chicago, Ill., the parent company of Neo-Gravure, entered into a 10-year contract to print the American Weekly, a Sunday supplement of the Hearst Publishing Co., Inc., commencing with the May 11, 1952, issue. The printing under this contract was distributed by Cuneo over three of its plants, including the Neo-Gravure plant in Weehawken, N.J. Neo-Gravure printed the American Weekly for some 13 newspapers in the East, one of which was the New York Journal American in New York.

As Neo-Gravure approached the initial printing they learned they would have difficulty delivering some 1 million copies allocated to the Journal American because of a dispute involving the Newspaper and

Mail Deliverers Union of New York and vicinity which represented platform workers at the Journal American. (This is the same union which is the subject of the first part of this section of the report.) Arrangements had been made for delivery of the supplement to the Journal American by trucks driven by members of local 807 of the Teamsters in New York. The Deliverers Union insisted that members of its union operate the trucks and refused to accept deliveries by members of local 807.

In short, although Neo-Gravure was ready, willing, and able to deliver the American Weekly, the Journal American was faced with a jurisdictional dispute which, if not settled, would result in a work stoppage at its platform interrupting delivery of the supplement.

According to Mr. Chenicek, officials of the American Weekly asked Neo-Gravure if something could be done to avoid any delays in delivery. Officials of Neo-Gravure turned to Harold Gross. Gross "checked into" the matter and came back with a proposition that in return for an annual payment of $4,000 throughout the life of the American Weekly 10-year contract, a driver from the Deliverers Union would be permitted to operate a truck which otherwise would have been manned by an 807 driver and deliveries would be effected without complication. Gross told Mr. Chenicek that some of this money would "have to be spread around and go to other union officials" (p. 18226).

The Chairman asked Mr. Chenicek:

> The CHAIRMAN. You were caught in an economic squeeze. That is what it amounted to. You either had to pay off or make some arrangements like this, or the Journal American would simply not be able to get your product.
>
> Mr. CHENICEK. That is correct.
>
> The CHAIRMAN. That is what it amounted to?
>
> Mr. CHENICEK. That is correct.
>
> * * * * *
>
> Mr. KENNEDY. As far as you being caught in the squeeze, it was really the American Weekly, was it not, rather than yourselves?
>
> Mr. CHENICEK. That is true (pp. 18225–18226).

Mr. Chenicek relayed Gross' proposition to Mr. McHenry Browne, who was then business manager of the American Weekly, and after clearing with his superiors, Mr. Browne instructed Mr. Chenicek to go ahead and make the payment.

The initial payment was made to Gross by Neo-Gravure in May 1952. Each year thereafter, with the exception of 1954, as the contract anniversary date approached, Gross would remind Mr. Chenicek of the $4,000 payment. Mr. Chenicek in turn would contact the business manager of the American Weekly and obtain approval for the payment. Mr. John Padulo replaced Mr. Browne as business manager in 1952 and thereafter Mr. Joseph Fontana, the current business manager, replaced Mr. Padulo. The $4,000 payment was made to Gross by Neo-Gravure each year through 1958 and Neo-Gravure was in turn reimbursed by American Weekly. Mr. Chenicek said that in 1954 there was a delay in the payment. Since Gross had not reminded him of the payment in early May, as was his custom, Chenicek took no

steps to make it. However, after a considerable period elapsed Gross reminded Chenicek that the payment was overdue. He discussed the matter with Mr. Padulo, then business manager of the American Weekly. However, American Weekly delayed approving the payment. Gross then became insistent, threatening delivery problems unless payment was made. After stressing to Mr. Padulo the importance of making some decision, Mr. Chenicek received a call from Mr. J. D. Gortatowsky, chairman of the board of Hearst Publications.

Mr. Gortatowsky informed Mr. Chenicek that they would like to avoid any further payments and took the position that it was the responsibility of Neo-Gravure to see that the supplements were delivered to the Journal American. However, he pointed out to Gortatowsky that Neo-Gravure was always ready, willing and able to deliver the papers, that they were prevented from doing so because of labor difficulties at the Journal American end, and that therefore the matter of making the payments was the decision and responsibility of American Weekly.

Within a day or two after his conversation with Mr. Gortatowsky, he received a telephone call from Mr. Padulo instructing him to proceed with the $4,000 payment as they had in prior years.

As the 1956 anniversary date approached, Gross, apparently motivated by either a need for additional cash or a spirit of generosity, proposed a cutrate package deal for the balance of the life of the 10-year contract. He pointed out to Mr. Chenicek that at an annual rate of $4,000, the total cost to American Weekly would be $24,000 for the remaining 6 years. However, he was in a position to offer a final settlement of $12,000 and still guarantee uninterrupted deliveries, thus producing an overall saving of $12,000. Mr. Chenicek relayed this proposition to Mr. Fontana who had become business manager at American Weekly. American Weekly, however, elected to continue with the $4,000 annual payment. Gross made a similar proposal in 1957, and again American Weekly rejected it.

Following the payment of the $4,000 to Gross in 1958, American Weekly, in accordance with its option, canceled its printing contract with Neo-Gravure. Thereafter they entered into a new contract containing a considerably lower price structure. Officials of American Weekly told Chenicek that because of a changed economic picture at American Weekly they would like, if at all possible, to avoid a continuation of the $4,000 annual payment. Mr. Chenicek explained the situation to Gross who, after making appropriate inquiries, informed Mr. Chenicek that the 1958 payment would be considered the final one. According to Mr. Chenicek, no further payments have been made and they have not experienced any difficulties in delivering the supplement to the Journal American.

Staff Accountant George Kopecky told the committee that his examination of the books of Neo-Gravure disclosed that a total of $28,000 had been paid to Gross under the above arrangement for the period 1952 through 1958. Neo-Gravure was reimbursed by American Weekly for the entire amount.

Mr. Chenicek did not know if Gross shared this money with any other individuals.

Mr. Chenicek's testimony on the American Weekly situation was corroborated by that of Mr. John J. Padulo, former business manager

of American Weekly, and Mr. Joseph E. Fontana, the current business manager.

Mr. Padulo is presently business manager of the Erie Times News, Erie, Pa. He was business manager of the American Weekly from May 1952 to December 1955 and in that capacity his responsibilities included, among other things, the approval of all expenditures for the printing of the American Weekly.

Mr. Padulo testified that in 1959 a contract was negotiated with Neo-Gravure for the printing of the American Weekly commencing with the issue of May 11, 1952. In May of each year, as Mr. Padulo recalled, there appeared on the invoices submitted by Neo-Gravure an item of $4,000 labeled "miscellaneous expense." Mr. Chenicek, general manager of Neo-Gravure, informed Mr. Padulo that this amount had to be paid in May of each year in order to maintain labor peace.

As business manager of American Weekly, Mr. Padulo approved the $4,000 payment after instructed to do so by Mr. J. D. Gortatowsky, the general manager.

It was Mr. Padulo's testimony that he knew the payment was made to Neo-Gravure to insure labor peace and guarantee the delivery of the American Weekly to the Journal-American. The payment was not part of the original contract with Neo-Gravure. It occurred to him that it was an improper payment but was necessary tribute to someone to insure delivery of the paper.

Mr. Joseph E. Fontana has been business manager of American Weekly since December 1955. From 1953 to 1955 he was chief accountant for the same publication.

Mr. Fontana testified that as business manager of American Weekly he authorized the $4,000 payment to Neo-Gravure from 1955 to 1958. When interrogated by the committee as to his knowledge of the purpose of payment, he said that Mr. Padulo informed him it was necessary to assure delivery of the American Weekly to the Journal American and that it would have to be paid for the life of the contract with Cuneo Press.

Fontana told the committee that at the time he authorized the payments he considered them as a business expense and proper, however having heard the testimony before the committee he would not consider it a proper payment. He insisted he only knew that the $4,000 was being paid to assure the delivery of the American Weekly; that he made no inquiries as to why it was necessary to pay the $4,000 annually over and above the provisions of the contract in order to obtain delivery; that he merely "assumed it was for additional labor and didn't go into it any further" (p. 18277).

Mr. Fontana was pressed on this matter by the chairman:

> The CHAIRMAN. Mr. Fontana, yesterday the representatives of the New York Times and other publications came in here and frankly admitted that they knew what the money was for, and they didn't know who got it necessarily, but they came in here and they realized they had to do it or felt they had to do it and go along with it in order to have labor peace.
>
> Now, why can't you say the same thing? It just does not seem that a businessman occupying that high position would

not have had enough curiosity to find out exactly what had happened, and didn't you?

Mr. FONTANA. I found out exactly what I have said before, sir. I wasn't aware——

The CHAIRMAN. The peculiar thing is that you get something that you know is improper, which goes beyond the legal contract you have. You get up to that point and then you lose interest, and you go ahead and pay it but don't try to find out any more about it. Don't you think that you knew all about it?

Mr. FONTANA. No I didn't know all about it.

The CHAIRMAN. And you had no curiosity to find out?

Mr. FONTANA. I didn't know to whom the money was being paid.

The CHAIRMAN. I know. But you knew it was being paid to somebody to guarantee labor peace?

Mr. FONTANA. Yes, I said that, and I knew it was being paid to a person or persons.

The CHAIRMAN. You might have not known the name of the person, and I assume there is no reason why this Neo-Gravure firm couldn't have told you the name, and they knew who was getting it. Did you ask them who was getting the money?

Mr. FONTANA. No, I didn't.

The CHAIRMAN. You didn't even ask them?

Mr. FONTANA. No.

The CHAIRMAN. Proceed.

Mr. KENNEDY. As I understand your answer, then, you know it was in order to achieve labor peace?

Mr. FONTANA. Well, I suppose you could say it that way, and I was saying that it was to achieve——

The CHAIRMAN. Which way do you say it?

Mr. FONTANA. In order to assure delivery of the American Weekly.

The CHAIRMAN. What was it that would keep them from being delivered, and what was it you were afraid of that would keep them from being delivered?

Mr. FONTANA. There may be difficulty on the loading platform, and I am assuming this.

The CHAIRMAN. You were pretty sure of it when you paid out $4,000, weren't you?

Mr. FONTANA. I was sure of it (pp. 18278–18279).

Through Mr. Fontana there was placed in the committee record invoices of Cuneo Press to American Weekly for May 1952, May 1953, November 1954, May 1955, May 1956, and June 1958.

The $4,000 item appeared on each of the invoices. The item was described as "organizational expenses" on the invoices of 1952 through 1955. Thereafter it was described as "administrative expenses." Also placed in the record were checks from American Weekly to Cuneo Press, Inc., in payment of the amounts on the aforementioned invoices including the $4,000 item.

MISCELLANEOUS

The total known payments by Neo-Gravure, the New York Times, the New York Mirror, and the American Weekly to Harold Gross, his relatives, and Cornelius Noonan, was $307,136.80. The bulk of this huge amount went to Gross and Noonan as payoffs. Apparently, however, they did not consider this to be a sufficient implementation of their salary as officials in Local 320 of the Teamsters and Local 1730 of the International Longshoremen's Association, respectively.

Staff Member Sheridan testified that Harold Gross and Connie Noonan were also on the payroll of the Associated Paper Co. in Philadelphia, Pa., from 1955 to 1959, during which time they received a total of $17,381.52.

Officials of Associated Paper Co. explained that for approximately 8 years Associated had been unsuccessfully attempting to obtain a contract with the Lily Tulip Cup Co. in New York City; that Mr. Noonan had been successful in obtaining such a contract, and that he and Gross thereafter were paid commissions based on sales of Associated to Lily Tulip. Initially Noonan received 45 percent, Gross received 45 percent, and the company 10 percent. Thereafter the basis was changed, whereby Gross, Noonan, and the company each received one-third.

Significantly, Local 1730, ILA, Noonan's local, represents employees of the Lily Tulip Co.

Staff members learned that Gross and Noonan reported commissions received from Associated for income tax purposes. However, there were no indications that the cash payments to Gross and Noonan, as testified to by officials of Neo-Gravure, were reported as income.

PUNITIVE ACTION TAKEN AGAINST GROSS AND NOONAN

On September 24, 1959, following disclosures before the committee, Harold Gross and Connie Noonan were indicted by a Federal grand jury in New York on charges of conspiracy to extort $20,000 from the Hearst Publishing Co. by threatening, through labor trouble, to halt delivery of the American Weekly to the New York Journal American from the Neo-Gravure Printing Co. The indictment is still pending.

On December 11, 1959, Harold Gross was convicted of having evaded payment of Federal income taxes on the cash payments he received through Neo-Gravure as developed in the hearings before the committee.

On December 17, 1959, almost a week after Gross' conviction, local 320 announced that Gross resigned as president of local 320 by a letter dated December 3, 1959.

OTHER INSTANCES OF PURCHASE OF LABOR PEACE IN THE NEWSPAPER PUBLISHING FIELD

Two other situations involving newspapers are treated in detail in a separate section of this report relating to James R. Hoffa. They concern Theodore R. Cozza, president of local 211 of the Teamsters in Pittsburgh, who was on the payroll of the Pittsburgh Sun Telegraph, and Joseph Prebenda, secretary-treasurer of local 372 in Detroit, who

was on the payroll of the Detroit Times, for the purpose of assuring labor peace.

Findings—Newspaper Industry, New York and Vicinity

The extent to which criminal and underworld elements have succeeded in infiltrating the management and labor ends of the newspaper and magazine wholesale distribution business in the New York area is shocking to the committee and constitutes a potential threat to freedom of the press.

Criminal elements as exemplified by Irving Bitz, Michael Spozate, Charles Gordon, and William Fello acquired franchises through the Bi-County News Co. for the delivery of some 80 percent of all major magazines throughout Long Island in late 1958, adding substantially to already existing lucrative franchises in New York City. Thus, criminal elements have taken a giant step forward in an apparent attempt to monopolize the industry in the New York metropolitan area.

There can be little doubt that the success already achieved by these elements is, to a great extent, attributable to the evident influence they exert over officials of the Deliverers' Union, which represents employees of all wholesalers in the New York area.

The committee was confronted with the unusual spectacle of officials and owners of some 38 corporations and companies representing all 4 employer-management groups of wholesale magazine and newspaper distributors unanimously resorting to their constitutional privilege against self-incrimination when questioned on bribery and extortion.

Examination of the books and records of each of these wholesale distributors, who were members of the above employer groups, revealed large sums unaccounted for. All of the officers of these corporations and companies who appeared before the committee in both executive and public sessions, with the exception of Herbert Cohen, president of Periodical Distributors, refused to explain these expenditures, taking refuge behind the plea of self-incrimination. It was apparent to the committee that the unaccounted funds were in fact slush funds used to bribe officials of the Newspaper and Mail Deliverers' Union of New York and Vicinity. The committee especially commends Mr. Herbert Cohen for his forthright and cooperative attitude.

The committee was further confronted with the spectacle of 17 out of 19 officials of the Newspaper and Mail Deliverers' Union of New York and Vicinity exercising their constitutional privilege against self-incrimination in response to questions whether they had extorted moneys from management, whether they had received bribes, or whether they had been paid off for labor peace.

A classic example of the way officials of the union extorted moneys was demonstrated by the testimony of Theodore Thackrey, a former publisher of a New York newspaper, who related a sordid story of being forced to pay $10,000 through Irving Bitz to the president of the Deliverers' Union in order to arrange delivery of his papers.

It is hoped that the conviction and imprisonment of Irving Bitz for extortion and violation of the antitrust laws, together with the

indictment of certain employers and union officials on extortion and antitrust charges, will be a deterrent against further infiltration of the newspaper and magazine wholesale industry by criminal racketeers. Local and Federal prosecution officers are to be commended for their prompt prosecution of crimes committed by both employers and the racketeer element in the union, which was exposed by the committee.

It is further hoped that disclosures before the committee will awaken the officials of newspapers and national distributors of magazines to the necessity for care in granting franchises and will cause them to take appropriate steps in canceling franchises already granted to persons of criminal background.

The committee finds that officials of the Newspaper and Mail Deliverers' Union of New York and Vicinity which did not represent any of the employees at Newsday, attempted to coerce the management of that newspaper into an improper "top down" contract. When the management refused to become a party to an illegal contract, union officials resorted to illegal acts of violence in an attempt to force their improper demands on Newsday.

Harold Gross, a convicted extortionist, was on the payroll of the Neo-Gravure Printing Co. from 1945 to 1959 and was paid over $98,000 for the sole purpose of maintaining labor peace. Were it not for the committee hearings, he would undoubtedly still be on the payroll.

Through Harold Gross' influence, four of his relatives were on the payroll of Neo-Gravure for varing periods from 1946 to 1959, receiving over $128,000.

Harold Gross was paid a total of $5,000 by Neo-Gravure in 1954–55 for arranging a sweetheart contract with local 1730, International Longshoremen's Association, through his close friend, Cornelius J. Noonan, head of the local.

Cornelius Noonan, in agreeing to the sweetheart arrangement, was guilty of the most reprehensible breach of trust in derogation of the rights of the union members he represented.

The committee considers the $1,550 in Christmas gifts which were paid to Cornelius Noonan by Neo-Gravure from 1950 to 1958 as nothing more than payoffs to insure labor peace.

The evidence before the committee is irrefutable that the New York Times and the New York Mirror, in order to arrange for deliveries during a Teamster strike in September 1948, were required to pay a total of $45,750 as tribute to corrupt labor representatives through two labor racketeer "fixers," Harold Gross and Cornelius Noonan.

From the record it appears that similar tribute was paid to corrupt labor leaders through Harold Gross and Cornelius Noonan during a Teamster strike in September 1946.

On the basis of incontrovertible evidence the committee finds that from 1952 through 1958 the American Weekly, in order to avoid threatened interruption of deliveries, was forced to pay $28,000 in tribute from 1952 through 1958 to Harold Gross, undoubtedly for further distribution to corrupt union officials.

These hearings, as well as others, have served to convince the committee that one of the greatest contributing factors to corruption in the labor-management field is the lack of moral courage and

sense of public responsibility on the part of employers. To achieve a temporary economic advantage they have either submitted to payoff demands or actually sought out ways and means of "fixing" a troublesome situation.

Until such time as management realizes its responsibilities and resists these pressures, there is little possibility of stamping out the racketeer influence in this field.

In this respect the committee is particularly gratified by the attitude of officials of the New York Times and the Neo-Gravure Printing Co. as reflected by their open and frank testimony on the payoffs their companies felt obliged to make, and their candor in admitting that such action, although serving their private interests in solving an immediate problem, was opposed to the public interests in that it promoted corruption in the labor-management field.

It is hoped that their attitude and their candor, however embarrassing, will serve as an example to other employers whom the committee has found less candid and forthright.

In 1957, James R. Hoffa assured the committee that if he became general president of the International Brotherhood of Teamsters, he would take appropriate steps to rid the union of criminal and racketeering elements. Hearings subsequent to Hoffa's becoming general president clearly demonstrated his lack of sincerity when he gave the committee those assurances. In its second interim report, filed in August 1959, the committee noted among other things:

> The lack of any action whatsoever by James R. Hoffa to take a single definitive step to rid his union of racketeers and crooks.

The designation of Harold Gross, a convicted extortionist and professional "fixer," as head of local 320 of the Teamsters in Miami and the $3,000 monthly subsidization of this racket local by the international more than a year after Hoffa's "cleanup" assurances to the committee, evidences not only Hoffa's complete dishonesty but also his contemptuous attitude toward the U.S. Senate and all law and order. The local 320 situation convinces the committee that Hoffa had no intention of fulfilling his assurances. On the contrary, after making them he has actually promoted criminal and racketeering elements within the Teamsters.

If further proof of this were needed, one need only turn to Hoffa's establishment of the so-called antiracketeering commission for the purported purpose of ferreting out racketeers. This commission's method of operation, as disclosed by the correspondence between its chairman, George H. Bender, and officials of local 320, is hardly indicative of any serious attempt to eliminate the racketeering element within the Teamsters Union. From the evidence the committee can only conclude that this commission was formed merely for purposes of deception—to conceal from the committee, the courts, and the public generally Hoffa's dependence on and obligation to these elements.

Findings concerning the newspaper industry relative to Theodore R. Cozza, president of local 211 of the Teamsters in Pittsburgh, and Joseph Prebenda, secretary-treasurer of local 372 in Detroit, are included in another section of this report pertaining to James R. Hoffa.

Political Campaign Contributions by Labor and Management

The committee heard testimony on August 18, 1959, concerning political spending and political activities by labor and management. The members of the committee had previously agreed on July 15, 1959, to call certain experts in the field of political science to discuss the problems involved. Four experts were called:

Dr. Alexander Heard, professor of political science, University of North Carolina, Chapel Hill, N.C.; Dr. Sylvester Petro, professor of law, New York University, New York, N.Y.; Dr. Andrew Hacker, assistant professor of government, Cornell University, Ithaca, N.Y.; Dr. Herbert Alexander, director, Citizens Research Foundation, Princeton, N.J.

Dr. Heard worked as a consultant with the Senate Subcommittee on Privileges and Elections in 1957, under the chairmanship of Senator Albert Gore, of Tennessee, and has pursued his own studies on the subject of political spending for several years. He testified that there are technical difficulties of trying to obtain the kind of factual picture essential in understanding the subject, principally involving adequate time, adequate staff preparation, and effective procedures. He estimated it would take from 15 to 18 months to complete a satisfactory study, with a suggested staff of 25 or 30 professional members, plus an equal number of clerical and stenographic employees. He advised that the staff should include one to three persons intimately acquainted with union organizations and union activities, specialists informed about corporate organization, one to three staff members or consultants who have studied the subject dispassionately without being associated with either side, four to six skilled statistical employees, and three to five for a field staff. Also included should be persons acquainted with the areas whence reports are submitted, and the customary group of legally trained personnel. He emphasized that the study should be made during an election year, in that adequate records are not maintained after the campaign is over.

Dr. Heard concluded, from reviewing testimony and reports of previous committees, that the quality of the testimony offered and the quality of the reports written could have been immeasurably improved if there had been adequate staff work in advance, adequate personnel, and sufficient time. It appeared that questioning of witnesses in the past proceeded too much from the top and without adequate preparation.

As an illustration of the necessity of making a thorough study, Dr. Heard told of an experiment he had conducted in which he examined the official reports of the 12 largest unions to ascertain what information they contained regarding politically relevant activities. He concluded that there were at least 13 different headings under which a politically relevant expenditure might be made. Emphasizing that unions had not necessarily made political expenditures under these headings, he listed them as follows: (1) Donations to charitable causes; (2) political department; (3) citizenship program; (4) education and information; (5) communications; (6) public service activities; (7) public relations; (8) research; (9) legislative activities; (10) legal department; (11) expense accounts; (12) general administrative costs; (13) salaries.

If these accounts were examined in advance, Dr. Heard pointed out, witnesses could be more closely questioned, and a better picture could be developed. He also listed eight headings under which politically relevant corporate expenditures could be made, as follows: (1) Expense accounts; (2) contributions in kind; (3) advertisements in political journals; (4) payments to persons in public relations activities; (5) fees to lawyers; (6) salaries and bonuses; (7) payments to affiliated organizations; (8) direct expenditures.

As a member of the Gore subcommittee staff, Dr. Heard had attempted to draft a satisfactory questionnaire to be circulated to corporations and labor unions, but it was not effective and not fully used. The experience indicated, however, the impracticability of obtaining the desired information in this manner.

Chairman McClellan related his impression to the effect that attempts are made to circumvent the law by corporations which have their officers or representatives make political donations which are charged to an excessive expense account, and by labor unions which charge such expenditures to organizational expense or to other accounts.

> The CHAIRMAN. * * * What would be your suggestion as to how you can effectively cope with that evil, if it is regarded as an evil, or that impropriety, to make it milder?
>
> Dr. HEARD. * * * I am not sure that you can. I am not sure that it is actually possible to devise a statute that would achieve that goal.
>
> One of the reasons is that, in my view, there is this terribly difficult problem of definition. Many such expenditures to which you alluded are made indirectly. Many such expenditures will be defended as falling outside of almost any definition that you might devise—and certainly outside any definition that would be held constitutional that you can devise.
>
> Personally, my approach to this whole problem is on a somewhat broader front. I feel that the entire field of campaign finance isn't susceptible to just one formula for solution. I think we have to have a piecemeal approach that will come at the thing from several angles.
>
> Personally, I favor taking as much pressure off of candidates as possible by encouraging contributions from sources other than labor unions and corporate organizations.
>
> I, myself, favor tax concessions of one kind of another.
>
> * * * * *
>
> The CHAIRMAN. I agree and support the general objective of encouraging others to contribute. But I don't know how that would necessarily keep the labor boss or the labor leader that wants to gain control of or build up political power or influence, to keep him from going on and contributing just the same.
>
> Dr. HEARD. Well, he well might.
>
> On the other hand, I believe that if a candidate has other sources of campaign money, he may personally be freer to reject such offers of assistance.

The CHAIRMAN. In other words, he may not yield so easily, he may not be tempted to accept money that may have strings on it, from either corporations or labor organizations.

Dr. HEARD. That is correct (pp. 19867, 19868).

* * * * *

Senator CHURCH. You mentioned that such an inquiry, to be helpful and adequate, as I recall your testimony, ought to take place in connection with a national election, and you suggested that the next national election being 1960 that this might be an appropriate time to undertake such a study.

Do you think that this kind of study could be undertaken apart from the framework of a national election?

Do you think that it might properly be undertaken now, for example? Do you think it can be completed prior to the next national election?

Dr. HEARD. Senator Church, I am doubtful for this reason: My observation is that a great many of the campaign organizations that become active in any campaign, senatorial campaign and certainly in a presidential campaign, are created ad hoc. They come into existence, they go out of existence. Memories are short. * * * Records get lost, if there are any records.

It is very, very difficult to come after the event and get anything but memory. You can't get very much of that (p. 19869).

* * * * *

Senator CHURCH. This committee, as you know, is operating under a special resolution that has once been extended. The life of the committee under the resolution expires on the 31st of January of this coming year (1960).

That would mean, according to the authority now vested in this committee, that we would have from now until the end of January if we were to undertake the kind of investigation you have recommended.

In your opinion, would that give us sufficient time to do the kind of job you think needs to be done?

Dr. HEARD. No, sir, I do not believe between now and the end of January, January 31, 1960, it could be done (p. 19870).

* * * * *

Senator MUNDT. May I say we are not interested in putting anybody in jail for something that happened in the past. We are simply trying to avert these improper practices from occurring in the future. * * * In our other investigations we have had the accusatory. But our thought here was to be exploratory, investigative, informative, so that perhaps something we do now might result in a little more appropriate political behavior in 1960, 1962, and 1964 (p. 19872).

* * * * *

Senator GOLDWATER. * * * You made the statement that you feel that this should be a deep study by a competent staff, that it would take 12 to 18 months. Senator Mundt has in-

formed you that we have already made up our minds about this subject, that if we are going to go into it, this present staff would do it. I think we have to be practical in this. I can't envision either party passing a resolution creating a committee to investigate political activity of unions, if this particular party is in, and corporations, if the other party is in. I am in the position of the man who has his last horse on the pony express, that you have to get there with this horse.

If we fool ourselves by saying that this problem is going to be solved by some committee that is to be appointed in the next session of this Congress, we are just playing around with foolishness. That is the practicability of politics, and you recognize it the same as I recognize it. It is one of the reasons I suggest why under the Republicans we were unable to get what I consider an adequate investigation in this field. It has been a problem under the Democrats.

I feel we have been unable to get into this field. We do have examples of staff studies that I think indicate that a staff could do this, at least do preliminary work, a staff that is not made up of political science experts, necessarily (p. 19875).

* * * I have enough confidence in our staff to feel that they can at least do the bookkeeping end of it (p. 19876).

* * * * *

Dr. HEARD. I don't really think there is much disagreement. It is a question of how far down the road and how many roads you want to go down. Obviously, you can do more in 18 months than in 8, and more in 8 than in 2 (p. 19876).

* * * * *

Senator CURTIS. I would like if this is undertaken along the lines you suggest, I would like to see two staffs. I would like to see a committee of, say, about three Democrats and one Republican investigate the Republican expenditures. That many Senators would hire the staff and put them to work.

Then I would like to see another senatorial committee of about three Republicans and one Democrat investigate the Democratic expenditures, and hire their staff to do that. * * * I think then you could get a pretty good story and have sufficient check on it that it would have to be accurate, that there would be no suppression.

But I think that every investigation that goes on just cannot be divorced from the contest itself (p. 19878).

Dr. Heard estimated that the cash expenditures in this country for all election campaigns, Federal, State, and local, totaled $140 million in 1952 and $150 to $155 million in 1956. These figures could not be broken down, in that some expenditures related to both Federal and State campaigns.

Dr. Sylvester Petro, a labor law specialist who is now a professor of law, reviewed the part of organized labor in politics.

Dr. PETRO. * * * With their emergence as the most powerful economic organizations in the history of the United States, the large trade unions have emerged also as powerful political organizations, perhaps the most active such organizations in the country today. Their political activities first became a subject of deep concern after the Second World War, and this concern was reflected by Congress in 1947, when in framing the Taft-Hartley Act it included a section broadly prohibiting contributions and expenditures by both labor organizations and corporations in connection with Federal elections.

This legislation has had an unhappy career, with no successful prosecution to date, and with the grave doubts held from the beginning concerning its constitutionality still unresolved.

Now, as this Senate select committee has demonstrated, after 12 years of the Taft-Hartley Act both the economic and the political power and activity of the large unions have increased dramatically, and the grounds for apprehension which existed in 1947 have been magnified accordingly. The Taft-Hartley Act accepted the special privileges and the ensuing power which prior legislation had accorded labor organizations. It sought to avoid the political consequences of those privileges and power by the direct method of prohibition of political expenditures. History has shown that to have been a mistaken approach. Commonsense suggests that a new approach is called for today (p. 19885).

* * * * *

Dr. PETRO. * * * The few prosecutions which have been brought under section 304 in the last 12 years have produced some interesting, and confusing, decisions and opinions (p. 19886).

* * * * *

Dr. PETRO. * * * There has been an inordinate delay in resolving the constitutional issue, and this suggests that the Supreme Court is greatly disturbed on the question. Three of the present Justices have already clearly indicated that they will hold the statute unconstitutional unless it is construed into impotency. Not one of the Justices has yet committed himself to the view that the statute is constitutional, even when interpreted as restrictively as it has been.

The CHAIRMAN. If they should hold that, then there would be no way on earth for the Congress to restrict or limit or, in other words, in any other way regulate political contributions from a labor organization or a corporation.

Dr. PETRO. I believe, Senator, you have put your finger precisely on the reason for the Supreme Court's present position of frustration. They don't want to decide the case either way (p. 19889).

* * * * *

Dr. PETRO. * * * At present, unions are in a position to spend funds for political purposes and objectives opposed by

> some of the very members who contributed those funds. Worse than that, a man may be forced into a union by coercive organizing devices, kept there by a specially privileged compulsory unionism agreement, and be forced to pay dues which are spent for purposes in which he has no interest and to which indeed he may be more or less vigorously opposed (p. 19892).

Mr. Andrew Hacker, assistant professor of government at Cornell University, has spent 3 years in research concerning the American corporation. He testified that corporations in this country have always been active in politics, but there has been a change in their mood and approach, with a tendency to take a more active part in an open and planned manner. A corporate philosophy has developed since the close of World War II, based on the theory that corporations, a bit like the aristocracy of the 19th century, have an obligation to use their power and influence in society as a whole. In addition to an attitude of self-defense against the power of labor, officers of corporations feel that they are statesmen of society, that power has its responsibilities, and that they owe it to their country to contribute to political thinking.

Mr. Hacker stated that company resources, both time and money, are being used in a greater and greater way. For example, one corporation spent $30,000 in cash and considerable time backing a referendum to enact a State right-to-work law. A number of corporations, he said, favor repeal of the law prohibiting corporation support of Federal candidates.

The witness further alleged that about three to eight officials control the policies of a large corporation, while the average shareholder has no voice and is actually not concerned with the policies, wishing only to collect his dividends.

The last witness was Dr. Herbert Alexander, who stated that he is presently director of Citizens Research Foundation, dedicated to the study of money in politics, and previously taught in the department of politics at Princeton University. He was also associated with Dr. Alexander Heard in the latter's national survey on money in politics.

> Dr. ALEXANDER. * * * I think there are two goals to consider while discussing political activities and political spending by both labor and management. These are:
>
> 1. That political participation by individuals, whether union members or businessmen, is desirable and we should seek to encourage it in ways consonant with political realities.
>
> 2. That comprehensive public disclosure of union and corporate practices is essential as a preventive or deterrent to abuses, and as a means of informing the public.
>
> The political realities as I see them are that corporations, business or trade associations, and labor unions, are natural financial constituencies and their leaders should not, and constitutionally cannot, be debarred from asking stockholders or members to contribute individually to political candidates.
>
> It is also unrealistic and perhaps unconstitutional to try to prevent political appeals to other than members through disguised institutional advertising, sponsored broadcasts, or other means. But it is realistic and desirable, as well, to try to

prevent the political use of corporate or union funds collected for other purposes (p. 19908).

* * * We should encourage democracy in labor unions, in the means by which political endorsements are made, and I favor any legislation that promotes such democratic internal processes. We should try to protect the right of dissent in unions and prevent compulsory assessments or compulsion of individuals to engage in political activities against their wishes. The individual member's response often is not the result of coercion, as some would have us believe, but of social pressure or the need to conform or the urge to succeed. In many cases of cross conflict between one's own viewpoint and that taken by the organization, the result may be apathy—also something to be deplored (pp. 19909–19910).

* * * To expect union organizations not to endorse candidates or take positions on issues, is unrealistic. Thus voluntary methods are desirable and should be favorably publicized. But union funds collected for other purposes should not be used politically. * * *

Senator CHURCH. I take it from your testimony up to this point that you first recognize the legitimate right of unions or of business enterprises to participate in politics, to endorse and support candidates of their own choosing because this is the very process of self-government.

But that unions for this purpose should use voluntary funds and businesses for this purpose should use voluntary as distinct from corporate funds?

Dr. ALEXANDER. Yes, sir. * * *

I believe the use of large sums of money in political campaigns is so easily dramatized that it leads us to forget or minimize the tremendous number of corporate and union man-hours, paid or unpaid, voluntary or captive, that go into political activities. The bookkeeping of man-hours may be difficult, especially if we try to translate their worth into dollars and cents, but I think that someone ought to look into the possibilities of such accounting for time and services. Only then will we know the true cost of political campaigns and the extent of labor and management spending (pp. 19910–19911).

FINDINGS—POLITICAL CAMPAIGN CONTRIBUTIONS BY LABOR AND MANAGEMENT

The committee believes that political spending by both labor and management should be thoroughly investigated, but insufficient time remains in the approved life of the committee to permit the amount of attention which such an undertaking deserves. It is further believed that the investigation should be conducted during a general election year. Although the committee has jurisdiction over political spending as a possible improper activity in the labor-management field, such an investigation, if it is undertaken, must of necessity be left to a committee of the future.

FEBRUARY 24, 1960.

I was not a member of the Senate Select Committee on Improper Activities in the Labor or Management Field until February 1959, and consequently I did not sit in on the hearings and executive sessions on which the secondary boycott and Sheet Metal Workers sections of this report were based. Under these circumstances, I have taken no part in the preparation and submission of these two sections of this report.

HOMER E. CAPEHART,
U.S. Senator.

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86TH CONGRESS
2d Session

SENATE

REPORT
No. 1139
PART 2

FINAL REPORT

OF THE

SELECT COMMITTEE ON IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

UNITED STATES SENATE

PURSUANT TO

S. Res. 44 and 249

86th Congress

PART 2

MARCH 15, 1960.—Ordered to be printed

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CONTENTS

	Page
Introductory statement	139
Reports and findings approved by Senators McClellan, Kennedy, Ervin, and Church	141
The Kohler strike	141
Findings—the Kohler strike	271
Statement and separate views of Senators McClellan and Ervin	279
Separate views of Senators Church and Kennedy	283
The Perfect Circle strike	285
Findings—the Perfect Circle strike	301
Richard T. Gosser and local No. 12, United Automobile Workers, Toledo, Ohio	305
Findings—Richard T. Gosser and local No. 12, United Automobile Workers, Toledo, Ohio	317
Separate statement of Senator McClellan on the UAW-Gosser investigation	319
Reports, findings, and separate views submitted by Senators Mundt, Goldwater, Curtis, and Capehart	320

86TH CONGRESS
2d Session

SENATE

Report No. 1139
Part 2

FINAL REPORT

MARCH 15, 1960.—Ordered to be printed

Mr. MCCLELLAN, from the Select Committee on Improper Activities in the Labor or Management Field, submitted the following

REPORT

[Pursuant to S. Res. 44 and 249, 86th Cong.]

INTRODUCTORY STATEMENT

The members of the Senate Select Committee on Improper Activities in the Labor or Management Field are submitting separate reports and findings on the Kohler strike, the Perfect Circle strike, and Richard T. Gosser and local 12, United Automobile Workers, Toledo, Ohio. One set of reports and findings has been approved by Senator John L. McClellan, the chairman of the committee; Senator John F. Kennedy; Senator Sam J. Ervin, Jr.; and Senator Frank Church. The other set of reports and findings is being submitted by Senator Karl E. Mundt, Senator Barry Goldwater, Senator Carl T. Curtis, and Senator Homer E. Capehart.

A statement and separate views on the Kohler and Perfect Circle strikes have been prepared by Senators John L. McClellan and Sam J. Ervin, Jr.

Separate views on the Kohler and Perfect Circle strikes have also been prepared by Senators Frank Church and John F. Kennedy.

A separate statement has been made by Senator McClellan, as chairman of the committee, regarding the UAW-Gosser investigation, in which statement Senators Kennedy, Ervin, and Church have concurred.

REPORTS AND FINDINGS APPROVED BY SENATORS McCLELLAN, KENNEDY, ERVIN, AND CHURCH

THE KOHLER STRIKE

Atop the dome of the State capitol at Madison, Wis., a bronze statue, set to face the rising sun, stands as a proud symbol of the State's official motto, "Forward." For the people of Wisconsin this word has been no empty boast. Longer than the citizens of any other corner of the Nation, they have enjoyed the benefits of enlightened social and industrial legislation, pioneered by their State government when the century was young.

It is therefore peculiarly ironic that Wisconsin should provide the backdrop for the most protracted labor-management stalemate in U.S. history, a strike now almost a half decade old and, when the committee looked into it early in 1958, seemingly nowhere near solution.

In this embattled situation the protagonists are the 87-year-old family-owned Kohler Co., of Kohler, whose chief products are plumbing fixtures and fittings, and the United Automobile, Aircraft, and Agricultural Implement Workers Union of America, AFL–CIO, whose approximately 1,500,000 members in more than 1,200 locals make it the second largest union in the country.

The hearings held on the UAW-Kohler dispute were hearings quite different from others that have been held by the committee. True, there were charges and countercharges of violence and intimidation as well as other bitter criminations by both the UAW and Kohler Co. Beyond that, however, unlike other committee hearings, there were no charges of personal corruption or evidence presented of racketeering within the union. There was no testimony of misappropriation of union funds as we have had during the hearings involving the Teamsters, Bakers, the Butchers Union in New York City, etc. In fact, Mr. Carmine S. Bellino, the chief accountant of the committee who was responsible for the investigative work on Beck, Hoffa, and others, stated that the books and records of the UAW that he reviewed were well kept and that a review of Mr. Walter Reuther's personal finances showed that he had all of his records intact for a period of over 15 years; and that he discovered no evidence of misuse or misappropriation of union funds in any of the records that he reviewed.

So deep has been the cleavage between Kohler and the UAW that after 5 intensive weeks of hearings in February and March of last year, in which fourscore witnesses testified, the committee was able to discern accord only on such unarguable items as the date of a particular event in the strike chronology. On just one other score was there any semblance of unanimity: The struggle has left indelible scars on the once-placid community of Sheboygan, main fount of the Kohler working force.

On virtually all other points, major and minor, the divergence between company and union appeared complete. Agreement was nil on the vital questions of what caused the strike, who and what were responsible for developments before and after the formal start of hostilities, whether certain practices engaged in were proper or legal, and what issues would have to be resolved before the strike could be settled.

Added to these clashes of fact was an equally sharp dissonance of viewpoint. Each side impugned the motives and good faith of the other. The company painted the UAW as a "powerful and ruthless union oligarchy" (p. 9482) which held itself "above the law and entitled to use any methods, legal or illegal, to achieve their ends" (p. 9485). The union depicted Kohler as the practitioner of "a kind of modern industrial feudalism" (p. 9993) with labor policies "far to the right of the opinions and philosophy of Louis XIV" (p. 8910).

In the light of these portraits of each other, it is not unduly surprising that the basic concepts of labor-management relations expressed by Kohler and the UAW should also have been poles apart. Strongly antagonistic beliefs were voiced on such bedrock questions as: Should an employer continue to operate his plant in the face of a work stoppage? Has an employee a moral right to continue to work when fellow employees strike? To what extent does a striking union's use of mass picketing and the boycott to publicize its cause constitute "freedom of speech," and to what extent is it an infringement on the economic rights of others? Is an employer justified in buying weapons and hiring detectives to protect himself against what he deems a "powerful and ruthless" union?

Whether or not the average Sheboygan citizen had ever wrestled with these fundamentals, it was plain to the committee that he had been profoundly affected by their translation into everyday terms. A procession of witnesses reported that the onset of the Kohler-UAW war had touched strikers, nonstrikers, and bystanders alike. Beyond its effect on the pocketbook was its impact on human passions. Fear, hatred, and suspicion had spread. The tension had produced "several individual emotional cave-ins" (p. 9597); not only fellow workers, but neighbors, friends, even brothers had been rent asunder, to a point where "a man doesn't talk to his own family except at a funeral" (p. 10051).

Because even minor incidents have a way of telling a major story, singular insight into Sheboygan's state of mind was provided by the testimony of an obscure Kohler employee named Peter Breu. The city's population is predominantly German; once Gemütlichkeit had reigned, and nowhere more than in the city's 100-odd taverns. After a day's work, a man used to like to drop in for a beer or two and a bit of chaff with his cronies. But the strike had changed all that, according to Breu's experience.

A Kohler worker for 30 years, employed in the pottery division, Breu had joined neither the union nor the strike. Then, one Sunday, he stopped by a tavern for a glass of beer:

> The bartender said, "He is a scab, and I don't serve no drinks to scabs." And I was with a friend of mine who does not work for Kohler, and he said, "This is a public place, we should get a drink."

> So finally he did give us a drink and I paid for it and it was 20 cents, there was another fellow in there, and he said, "I know him, he is a scab," he says, and he said I should come outside with him, but that is all what happened there. I paid for two beers and then we walked out.
>
> And the same night around midnight, the owner from the place came up to my house, and he woke my wife up, I was sleeping and I could not hear anything and he said he wanted to see me, and he told my wife and so my wife woke me up, and so I went to the porch. And he said, "You were in my place at noon, and you spent 20 cents." And I said, "Yes." Then he said, "Here is your 20 cents."
>
> So I took the money and he said he does not take no scab money (p. 8782).

The deep-rooted bitterness evinced in this encounter between random players in the Kohler drama has, in time, shown fewer surface manifestations. By the start of the committee's inquiry, nearly 4 years after the strike began on April 5, 1954, a measure of quiet had descended on Sheboygan. Only a handful of pickets, as compared to some 2,000 in the strike's early days, patroled the Kohler plant. The company, which before the strike had had about 3,300 employees on its rolls, was in operation with a labor force it numbered at 2,296 as of January 15, 1958, 1,380 of them people employed prior to the strike. As to how many nonstrikers and ex-strikers this latter figure represented, a clue was provided by the union's estimate that around 700 of the 2,700 who had originally struck had gone back. The rest of the strikers, according to the union, had taken temporary jobs elsewhere "because after 4 years you just can't live on strike assistance" (p. 8356).

Also by the time of the committee inquiry, the case of Kohler versus the UAW, having failed of direct negotiation between the principals, of mediation and conciliation, and of a number of arbitration efforts suggested by the union, was awaiting decision by the full National Labor Relations Board following 2 years of hearings by an NLRB trial examiner. (Subsequent to the committee's inquiry, in November of last year the NLRB voted to reopen hearings to permit the introduction of evidence "unavailable" earlier.)

The main plant of the Kohler Co., and when the 1954 hostilities broke out its only one (it has since acquired another in Spartanburg, S.C.), is set amid the tidy homes and neatly manicured landscape of Kohler Village, 4 miles west of Sheboygan and 60 miles north of Milwaukee. Incorporated under State law, the village has a population of some 1,700, and, among other special features, a "nature theater" and the Waelderhaus, a replica of an Austrian forest house. The company pays an estimated 75 percent of the village taxes, and about 90 percent of the people who live there work at the Kohler plant.

In UAW eyes Kohler Village is no more than a company town, rigidly controlled, with residence granted only to "select personnel" (p. 8918) in houses which ultimately revert to the company. To Kohler the village, which has won national recognition for its architectural harmony, is the very model of a planned community.

Other benefits available to Kohler workers were cited by Lyman C. Conger, attorney for the company and chairman of its management committee:

> Kohler Co. was a pioneer in many industrial relations innovations which have now become common practice.
>
> It has had group life insurance for its employees since 1917, group health and accident insurance since 1917, and an informal pension plan for so long that I have been unable to find out when it first began.
>
> In 1949, before there were any pension plans in major companies represented by the UAW–CIO, the pension plan was formalized, funded, and insured. This pension plan is unique in that it is fully paid for.
>
> Annuities have been bought from a large insurance company covering every dollar of pension which employees have earned for service, past or present, and have been fully paid for. Pension for all past service was fully paid for by Kohler Co.; future pensions are on a contributory basis similar to social security except that the company pays two-thirds of the cost.
>
> Kohler Co. had a voluntary workmen's compensation plan in effect at its own cost 2 years before a workmen's compensation law was enacted by the State of Wisconsin, in 1911. Wisconsin was the second State in the United States to pass a workmen's compensation law.
>
> Over 1,100 people of the Kohler Co. organization have become members of the 25-year club, with nearly 600 still actively working (p. 9486).

Edmund J. Biever, Kohler's plant manager, added these details of the company's comprehensive concern for its workers:

> Kohler Co. conducts an extensive recreation program, including bowling, basketball, baseball, band and chorus, card playing, photography, archery, horseshoe pitching, and many similar activities.
>
> Since at least 1917 this recreation program has included rifle and pistol shooting, both large bore and small bore, and on outdoor and indoor ranges. * * *
>
> In 1952 we began the Range Club, a trapshooting organization, as a part of our recreation program (p. 9456).

That Kohler employees were not of one mind with management on the subject of life at the company became apparent when, in late August 1933, a group of them obtained charter No. 18545 from the AFL and tried, through collective bargaining, to win agreement from Kohler on wages, hours, and conditions of employment. Within a few weeks after this union was chartered, another group, the Kohler Workers Association, was formed within the plant—"suddenly," according to a finding a year later by the old National Labor Relations Board set up under the NRA. In the ensuing contest between the AFL union and the KWA, the KWA was to prevail and to last for 19 years, until the UAW supplanted it as the employees' bargaining representative. In its own latter days the KWA itself was to contribute to the sharpening of labor-management relations at the plant,

but the nature of its early role was hotly disputed by company and union witnesses. Kohler executives described the KWA as independent; union officials described it as company dominated, indeed, company founded and fostered, and independent only in that it was unaffiliated with any international union.

A third-party view was rendered by the NLRB in September 1934 in ordering an election to determine whether the AFL or the KWA represented a majority of the workers. Not only had the company participated in forming and promoting the KWA, the NLRB found, but "stood ready to finance its existence" (p. 9586).

> Senator MUNDT. You would agree, would you not, with the part of the finding that says that a union in a company which is financed by the company could not be a free bargaining agency and give the laborers an unfettered right to bargain at arm's length with their employers?
>
> Mr. CONGER. We didn't agree at that time, Senator. But we certainly would have to agree today. Ever since the Wagner Act we would have to agree with it (p. 9587).

Conger pointed out, however, that the NLRB election had gone to the KWA by approximately a 2-to-1 vote, and that subsequently no charge was ever filed that the union was company dominated, which would have been a violation of the National Labor Relations Act.

The KWA's election victory was achieved in the wake of an episode which, even by the time of the committee hearings almost a quarter of a century later, stirred unrestrained acrimony. In its battle for recognition, the AFL union called a strike on July 16, 1934. The climax, 12 days later, was a nocturnal outbreak of violence in which two people were killed and dozens shot, a number of them in the back.

Exactly how many were shot, and how many of these were shot in the back, was still being argued by Kohler and the UAW in 1958. The company contended that 35 people had been shot, only a "few" in the back; the union put the total number at 47, with "most" shot in the back. The number who were strikers, as opposed to those who were simply "strike sympathizers," was also disputed. On one important point, however, there was agreement: None of the shooting victims were Kohler Village deputies.

The memory of that midsummer's night had burned so deep, both union and law-enforcement witnesses testified, that it directly affected the conduct and course of the 1954 strike.

Inevitably, company and union versions collided on what and who had provoked the tragic culmination of July 27, 1934. Kohler claimed that picket-line demeanor and mob threats against the plant had roused it to self-protective measures. The union asserted that it was Kohler's overt flexing of its muscles which had inspired mass fear and anger.

At the time the strike shut down the plant, Kohler Village had two regular police officers, one the "chief" and the other a night patrolman. With the strike, some 80 to 100 village residents were deputized, wearing blue shirts, armbands, and deputy marshal's stars. In charge of these recruits was Biever, then a self-styled "lowly mechanical engineer" who had been given a leave of absence at the time of the strike

and made assistant chief of police of the village. Biever was queried about the augmenting of the police force:

> Mr. KENNEDY. Why was it felt that it was necessary to get these extra police?
>
> Mr. BIEVER. The police were required, in my estimation, because of the violence on the picket line.
>
> Mr. KENNEDY. The violence had already been exhibited on the picket line?
>
> Mr. BIEVER. From the very first day.
>
> Mr. KENNEDY. What sort of violence was it?
>
> Mr. BIEVER. Well, they had a closed picket line and carried a long rope, three or four hundred feet long, and about an inch or an inch and a quarter in diameter, that they paraded forth and back.
>
> They would march in one direction in front, closing off both of our gates, our main gates.
>
> Mr. KENNEDY. Was this the UAW? Or was this another union?
>
> Mr. BIEVER. This was the Federal Union 18545.
>
> Mr. KENNEDY. But they were doing the same tactic of mass picketing?
>
> Mr. BIEVER. It was mass picketing, and I think was riotous from the very first day.
>
> Mr. KENNEDY. It was riotous because it is mass picketing?
>
> Mr. BIEVER. Yes; and because of the tremendous shouting and yelling that they were doing. Every time that they reversed direction in carrying their rope in front of their plant, they would scream and yell "Yah." It would be heard all over the village, and people in the village, women and children, just couldn't get rest (p. 9460).

As to the training of the deputies, Biever had this to say:

> Well, we had very little chance for training. The only training that we were able to give them was lectures, and that was done by Ernest Schuelke, who was a captain in the National Guard and a deputy sheriff.
>
> Mr. KENNEDY. Did you distribute the guns to them?
>
> Mr. BIEVER. No, sir.
>
> Mr. KENNEDY. Who distributed the guns to them?
>
> Mr. BIEVER. The only guns that the deputies had were their own shotguns that they brought in from home.
>
> Mr. KENNEDY. Were they instructed to bring the shotguns?
>
> Mr. BIEVER. They were not instructed to. They did.
>
> Mr. KENNEDY. But you approved of their having the shotguns during this period?
>
> Mr. BIEVER. Yes, sir (p. 9461).

Lyman Conger, who explained that at the time of the 1934 strike he had no direct connection with the company's labor relations, but rather an indirect connection as an attorney, and who himself had been sworn in as a deputy, gave this account of the events leading up to the July 27 riot:

> For 12 days our plant was kept completely closed by a mass picket line which blockaded all the entrances and even kept the office employees out.

> The only one who was allowed to enter and leave at will was Walter Kohler, Sr., then president of the plant. After the 12th day of the strike, the pickets turned back a coal car which they had agreed to allow to come in to provide necessary power for the powerhouse.
>
> They had made that agreement through Father Maguire, a Federal conciliator. The village deputies went out, after they had turned the coal car back, went out and got it in. They went along the picket line and told them that they could picket in the future legally, that they would not be restricted with their picketing, but they had to permit free egress and ingress to the plant.
>
> They also disarmed the picket line of several barrels full of clubs, slingshots, stones, rocks, and so forth. * * *
>
> This occurred in the morning. Throughout that day, the tension was very high. There were yells from the picket line, "Wait until tonight. We are coming in and get you yellow rats tonight. Wait until it gets dark. We will get you" (p. 9196).

The union's version of this phase of the affair was presented by Leo Brierather, now one of local 833's chief stewards, whose employment at Kohler began in November 1934, when he was 19, in the north foundry—a job his father, a company supervisor, helped him get. Although he had not personally been on the scene the previous July, Brierather declared that "just plain curiosity" had since impelled him to gather a number of eyewitness accounts, not merely from strikers but from bystanders and deputies inside and outside the plant on the fatal day.

He thus reported the results of his research:

> There was very little show of force on the part of anything until July 26 when the Kohler Co. obtained armored trucks, which I understand were delivered from Janesville. Company F of the National Guard returned from camp and had its equipment stored within the plant.
>
> * * * * *

Biever, questioned about the trucks, described them as "platform trucks with stakes on the side," each about a ton or a ton and a half. He could not recall specifically when or for what purpose the four such vehicles purchased by the village were bought but conceded it "could have been" in connection with the strike, and that—

> the day of the riot, and it was riotous from early morning until the following morning; in the afternoon the trucks were used by the police to patrol the streets. They drove up and down. I recall very well that Mr. Schuelke, who was in charge of that group, read the village proclamation by the village president, and also read sections of the Wisconsin Statutes on riots and mob (p. 9463).

By 8 o'clock that evening the village was jammed with an estimated 5,000 to 10,000 people, and tension reached its peak. A rock was thrown at the plant; Leo Brierather's information was that the culprit

was a child, one of many there that night, and that the grownups in the crowd followed suit:

> At that time, they had streetcar tracks going by one side, and the people in that area started to dig up stones, which were used as ballast and the bricks from that place, and that is where most of the ammunition that they got, I understand, came from (p. 9612).

Brierather offered an affidavit to bolster his contention that the company may not have been taken entirely by surprise by this development. The affidavit was sworn by John J. Stieber, now local 833's financial secretary, then temporary chairman of the KWA, and Brierather testified as to its substance:

> Mr. Stieber was in the company of Mr. Walter J. Kohler, Sr., the president of the Kohler Co., just prior to the stone throwing at the Kohler Co. plant. He had walked from the south foundry lunchroom to an area in the immediate vicinity where the stone throwing began. It seemed to Mr. Stieber as though Mr. Kohler was expecting what was about to happen. Quoting from the affidavit, Mr. Stieber says that in his opinion, "Mr. Kohler was waiting expectantly for something to happen in that area, because when the first windows were broken, Mr. Kohler stated 'Now, here it comes.' "
>
> The CHAIRMAN. It seems to me from that affidavit, from that statement, you are clearly confirming the company's position that they had every reason to be afraid that mob violence was going to take place.
>
> Mr. BRIERATHER. With that amount of people, I imagine that you are right. But I mentioned before that law-enforcement officials were notably absent during the time that the mob was collecting, sir (p. 9614).

Lyman Conger, who testified that he was among a number of Kohler people stationed inside the plant at the time, described the attack as it appeared from that vantage point:

> At about 8 o'clock that night simultaneously on two different ends of the plant, the north end and the south end, at as near as we can determine the exact moment, a riot began with the smashing of windows.
>
> * * * * *
>
> Everything that was valuable was smashed; everything that could be smashed was smashed with rocks and stones. They proceeded to move, the two groups, together toward the center of the plant, and finally arrived at the office, smashing everything on the way. * * * After they had smashed everything that was smashable in the office, they were yelling, "We will go in; we will tear the place down. We will get those rats out."
>
> * * * There arose shouts from the crowd, "Let's get the village. Let's tear the village down. Let's burn the village down" (p. 9199).

Directly opposite the Kohler office, which abuts on the street, is the American Club, a residence for single men on the company rolls.

In the rear of the club stood Biever and a group of deputies he estimated at 50 to 60 in number.

> Mr. KENNEDY. What were they doing in the rear of the American Club?
>
> Mr. BIEVER. They were just held in reserve in case of any further use (p. 9461).

The use to which they were put, Biever went on, was to work a divisive strategy on the foe, introducing a new weapon, tear gas, which, he opined, "is the most humane way of stopping riots" (p. 9470). That there was a goodly supply was indicated in an exhibit of excerpts from the report and hearings of the Senate Civil Liberties Committee (the LaFollette committee) in 1939, showing that of $6,885.58 worth of "tear and sickening gas and gas equipment" bought by Kohler Village in late June, July, and early August 1934, a single shipment, valued at $1,069.60, was received the day after the strike was called.

Although a second affidavit by John J. Stieber attested that tear gas was also hurled into the crowd from inside the plant, Biever's account took in only the strategy as he directed it from the lawn of the American Club. The firing of the shells, he testified, was ordered by the village president and the chief of police only after they had heard the shouted threats against the plant and the village. The first barrage, he added, came from himself, Police Chief John Case, and other deputies—a statement disputed by the union, which charged that Biever alone fired the first shell, an act for which he is commemorated as "Butcher Boy" in the Sheboygan union annals.

Lyman Conger, who told the committee that although he himself had not observed this part of the proceedings he understood that Biever had indeed fired the first projectile, described the initial success and subsequent failure of the tear gas volley into the milling and screaming throng. When the deputies launched their attack, said Conger,

> They sought to, and they did, divide the crowd into two parts and drove part of it to the south and out of the village and part of it out of the north and out of the village.
>
> At that time, I left the office and followed along the inside of the fence up to the north end to see what was happening there.
>
> * * * * *
>
> Then when they got up to that point, very unfortunately, the wind changed and a strong northern wind came up and they were unable to use gas any more.
>
> The gas was driven back into the village. In fact, I got a little sample of it myself that night. At that point, the mob re-formed and started yelling, "Let's go back into the village." They came back into the village and completely destroyed the company's showrooms, fixtures.
>
> There was a shoestore on the corner where a man was living and running a little shoestore, a shoe-repair shop. They smashed the windows on that; bullets were fired on that (p. 9199).

With the eruption of gunfire, the night of July 27, 1934, took its final grim turn. By now it was around 9:15, and dark; the street lights and lamps had been broken. Conger recalled:

> We could see these flashes of fire coming from the mob. The deputies who were up at that end, and they included both sheriff's deputies and village deputies, returned some of that fire and approximately, exactly, 35 people were shot.
>
> No one knows to this day, and the coroner's jury was unable to find out, whether they were shot by shots from the mob or from the deputies. I think, myself, there were some of each. After this riot was over we finally discovered that there had been shooting long before they got to that point, shooting from the mob, I mean.
>
> We discovered bullet holes in the windows of the powerhouse. We discovered several bullet marks in the tower of the office, and we also found one bullet hole in a residence in the village, which apparently was fired. Some of these deputies were fired directly upon.
>
> Mr. KENNEDY. How many of the deputies were shot?
>
> Mr. CONGER. None of the deputies were shot, but about 18 of them were injured that night with clubs, rocks, bricks, injured severely enough to require medical attention (p. 9200).

Biever, who also asserted that the shooting was not a one-way matter, was asked:

> Mr. KENNEDY. Mr. Biever, does it appear to you at all peculiar that the shooting was in retaliation of this mob, as you called them, shooting at you people; that you were behind barricades; that they were throwing rocks, and that you were shooting back, but shooting from what you say, into the pavement, and yet all the people that were shot and killed were all strikers? Does that strike you as peculiar at all?
>
> Mr. BIEVER. No, sir; it does not (p. 9465).

Both men disagreed with Father J. W. Maguire, conciliator in the 1934 strike, calling his testimony hearsay.

> I have been in many strikes, but I never saw such needless and ruthless killing by supporters of the law * * *. The ruthlessness is evident. You do not have to shoot people in the back when they are running away. I examined a score of wounded and all except two were shot in the back.
>
> As a member of the Chicago Regional Labor Board, I am not going behind fences to say what I have to say. There are human rights and property rights, but human lives are more sacred than property rights (p. 9200).

Commenting on the last sentence, Conger declared:

> * * * I do not disagree with that, but I thought the brick that was directed to my head was directed to a human being. I want to tell you that there were human beings endangered that night. This is not just a question of property rights. We are human beings, too (p. 9201).

A more aggressive role than they attributed to themselves was ascribed to Conger and Biever by John Deis, one of the shooting victims. First in an affidavit presented to the committee by Leo Brierather and then in a personal appearance, Deis, an elderly common laborer who is not a union member, but who had been on the 1934 picket line, asserted that he had been shot twice, once in the back of the head and once in the legs, by a group of four deputies including Conger and Biever. Deis' affidavit deposed that as the riot began he and several other pickets decided to leave, when—

> On the sidewalk in front of the American Club he saw a group of four deputies carrying guns; that he recognized them as Ed Biever, Lyman Conger, William Runge, and John Raml; that these four shouted over for the pickets to get out, and followed along on the sidewalk as the pickets headed north across the street; that as they passed the Brass Road, Deis heard a single shot and a woman scream something about "They shot Engelmann"; that he thinks the shot came from the direction of the group of four deputies that Biever was in; that it was dark and he could not make them out clearly in the confusion; that he had first seen the Biever group near the water bubbler in front of the American Club; that when he was out on High Street, near Badura's shoestore, he was once again confronted by the same four deputies; that he says one of the four shouted at them "What for you want to murder somebody"; that there was an exchange of words, and then he states that he pulled off his coat, rolled up his sleeves, and shouted at them "You guys, when you want to fight, come out and fight with your bare hands"; that one of the four deputies, he does not know which one, shouted back, "You wait" [unprintable] "We'll show you something"; that he went down to pick up his coat and received shotgun blasts in his head and leg; that some 45 to 50 pellets were later dug out of his head and legs; that his work cap was shot to pieces and that he was taken to the clinic; that he says he is positive that he was shot by the four deputies, Biever, Conger, Runge, and Raml, and that he caught sight of them shooting him as he bent over for his coat, but could not say which ones, or whether all four were shooting at him, except that they did shoot him (p. 9615).

Prior to the submission of the Deis affidavit, Conger had testified that he had been within the plant until "after this thing sort of quieted down," saying, "* * * as soon as the mob got chased out of the village, I went home and brought over my two shotguns that night, because it wasn't a very healthy place to be, and I wanted a little protection" (p. 9206).

Subsequent to the Deis affidavit, Conger denounced the charge against him as a "complete and utter fabrication," saying "I was not outside of the limits of the plant that night" (p. 9620).

Also prior to the Deis affidavit, Biever testified that he had neither handled nor fired a shotgun that night, and that no one had fired any guns in his presence except one deputy whom he had ordered to fire

into the railway embankment, "because a group of the rioters were running north toward the Kohler fence, trying to get behind the deputies. That shot into the bank hurt no one, because I saw the shot fired" (p. 9465).

Asked why he had not named Conger and Biever when questioned about his shooting in 1935 by the Sheboygan County court commissioner, Deis, who was plainly not at home in the English language, explained:

> I say to my wife, and I told her all about what is going on there, and she told me don't say nothing to nobody * * *.
>
> You know, the Kohler Co. runs the whole Sheboygan County. Then you have to shut your mouth * * *.
>
> I work for the city of Sheboygan this time, and you know when I squawk out on this one, on Mr. Conger or Mr. Biever, you know, then I lose my job maybe (p. 9880).

Deis told the committee that after 25 years of service with Kohler, he is now receiving a pension of $12 a month from it.

Walter Reuther commented:

> What a disgrace. What a disgrace.
>
> The company claims to be interested in their workers. I mean, there isn't a company in the whole country that thinks that $12 a month pension with the cost of living up in the atmosphere is adequate (p. 9998).

In the aftermath of the 1934 strike, the coroner's inquest into the two deaths in the riot resulted in this finding:

> It clearly appears from the evidence that the decedents came to their death in a general gun fight between rioters and deputies in the village of Kohler on the night of July 27. The deputies, both county and village, were acting in the line of official duty in the suppression of a riot, as required by the Wisconsin statutes. The persons who fired the fatal shots, and whether they were deputies or members of the mob, remain unknown (p. 9458).

Also in the strike's wake the Kohler Co. sued Sheboygan County, under a State statute making municipalities liable for riot damage, and recovered some $3,400. A suit by 28 of the people injured in the riot against, among others, the company, several members of the Kohler family, and Biever, was dropped.

> Senator MUNDT. * * * It does not seem to make very good sense to me. You sue somebody to collect some damages and then you drop the suit. What reason did they give? * * *
>
> Mr. CONGER. * * * that they could not get a fair trial in Sheboygan County where this thing happened.
>
> Senator MUNDT. In other words, they said that the judge would not give them a fair trial—or the jury?
>
> Mr. CONGER. Well, judge or jury or both, that they could not get a fair trial in Sheboygan County or in any adjoining county (p. 9203).

Leo Brierather declared that "while the Kohler Co. may have been cleared in the courts of that day, it was not cleared in the court of public opinion" (p. 9618).

Asked why Deis had not tried to have Conger and Biever prosecuted, he explained:

> Well, ordinarily, sir, working people are not apt to process lawsuits. They would much sooner have decent working conditions and live a peaceful life, sir.
>
> The CHAIRMAN. But I think he should prosecute. I think if he was shot out there, and he knows who shot him, who is responsible for it, it is a violation of law to shoot people, I think the law should be enforced. I don't know whether the statute of limitations has run or not, but if it hasn't, certainly there is still some responsibility upon him. * * * Of course, there are always some extenuating circumstances that would have to be taken into account, but on the face of it you would think he should appeal to the law-enforcement officers whose duty it was to prosecute people for such offenses.
>
> Mr. BRIERATHER. Sir, the law enforcement, if I may point out, were the very people who did the shooting. They were the law-enforcement officers at that time. Conger and Biever were the deputies, so it is a little hard to appeal to them. I don't say he should or shouldn't have taken any action, but it is a little hard to appeal to these men (p. 9616).

In characterizing the interim period at Kohler between the strikes of 1934 and 1954, union witnesses bitingly referred to it as "the 20 years of labor peace," so-called. The authorship of the phrase, since become part of the UAW lexicon, was credited by them to Lyman Conger in a comment on what the 1934 strike had brought the company. Conger called it a distortion of what he had actually said.

That there was peace at Kohler, in the sense of nonviolence and of even-tenored relations between the company and the Kohler Workers Association, seems incontrovertible. Whether, as Leo Brierather asserted, it was a peace based on fear rather than on friendship, the fact is that a dozen years after the smoke of 1934 had cleared a majority of the employees reaffirmed their support of the KWA in an election held by the Wisconsin Employment Relations Board in the face of a new AFL challenge, and again reaffirmed it in an NLRB-supervised vote in 1951 when the UAW made its first formal try for recognition.

Nevertheless, union witnesses testified, during these latter years a change began to come over the KWA and the climate at Kohler began to worsen.

> Senator MUNDT. How did a company-dominated union become an undominated?
>
> Mr. BRIERATHER. This was a very gradual process, sir. Probably it was most noticeable after the war, when people returned from other places. You got younger people into the plant. There were not so apt to be——

> Senator MUNDT. How many years did it take to make the transition from a company-dominated union to an independent union which was not dominated?
>
> Mr. BRIERATHER. Well, sir, it would be hard to pinpoint a particular date, but I would say 1948, 1949, or 1950, somewhere around that period (p. 9688).

The turning point for the KWA was an election in which its old officers were beaten by a new slate, including, as vice president, Allan Graskamp, who is now president of UAW Local 833. Graskamp, who went to work at Kohler in 1939 unloading clay boats, later transferring to the pottery division, had joined the KWA immediately upon his employment; he recalled that a foreman had handed him a checkoff card with the remark that "it would be well" if he signed. The impetus to oust the old KWA leadership, he testified, came—

> when the workers around the country were getting 18½ cents an hour and our officers of our independent union sold us down the river for a nickel an hour and overtime. That is what started the move, really (p. 8371).

The effect on the membership of the shift in KWA regimes was, however, more psychological than material, according to Brierather. The old representatives, he testified—

> would shy away from any complaints on the part of the men. The workers in turn then felt it was simply no use to file any kind of a grievance, and certainly, it seemed to them and it seemed to me that the union leaders were just merely company stooges and that you could not get them to consider your problem (p. 9630).

As for the new incumbents:

> They could not get anywhere either but these people in turn were not afraid to come back to the workers and tell them how they were making out * * *.
>
> As a result, the workers themselves had to decide once and for all whether they were going to act as individuals and betray each other and to inform on one another, in order so that they could better their own position. They found out that this didn't work and they decided once and for all that they had to stick together (p. 9632).

The effect of this stiffened stance was twofold. Some time during 1950, according to Harvey Kitzman, UAW regional director,

> several Kohler workers came to me and asked whether the UAW could not somehow and in some way help them improve the conditions in their plant, conditions that they were forced to work under (p. 8543).

The other result was heightened activity by the KWA itself. Negotiating for its 1950 contract, Graskamp testified, the KWA "had not been able to get anywhere." Its leaders prepared to recommend taking a strike vote; in addition, they filed an unfair labor practice charge against the company because, said Graskamp, "they even refused to discuss with us who the insurance carrier was going to be, since they were going to take over the hospital and medical insurance" (p. 8372).

The vote went unrecommended and the charge was withdrawn when, in December 1950, the company offered concessions which, Graskamp testified, "seemed to be enough" (p. 8371). A contract was signed which was to be the KWA's last with Kohler.

Initial organizing efforts by the UAW, at that time the UAW–CIO, culminated in an NLRB election in March 1951. The UAW lost to the KWA. Brierather thus explained this outcome and subsequent developments:

> * * * the workers in the plant felt that they ought to get one more try and try to reorganize their organization and see if something could be done. But it certainly was proven otherwise. The union was still unable to function. The company made it harder for them to function. Where before the union representatives were afforded space in the offices, drawer space, to keep their records, the space was taken away from them. Even the financial resources of the independent union were in the form of candy and coke machines within the plant.
>
> The company took that away from them in order to weaken it. This represented a real challenge to the people, too. They were wondering just what was going on. Here we were for the first time trying to get something that we felt we were entitled to, and the Kohler Co. was turning around and instead of bargaining and granting some of them, they were turning around to punish them (p. 9633).

Graskamp estimated that the KWA had had a $15,000 a year income from its vending machine concession.

A little more than a year after the UAW–CIO lost its first round at Kohler, the KWA, by secret ballot on April 29–30, 1952, voted approximately 2,274 to 1,100 to affiliate with it. Permission to hold the balloting in the plant was granted by the company, a gesture interpreted by UAW President Walter Reuther as somewhat less than generous. The Kohler management "evidently" thought it could block the affiliation, Reuther testified, "if they had a quick vote and if they held it in the plant, because they obviously were in a more favored position" (p. 10028).

Union and company views differed on what accounted for the UAW's transformation from vanquished to victor within a 13-month span. Graskamp pointed out that although the KWA had prevailed in the NLRB election in March 1951 it had been unable to secure from the company another contract beyond that signed in December 1950; as a result, he recalled, "* * * we started to look around and felt we had to be in a position and we wanted to see where our membership decided they wanted to go" (p. 8372).

The alternatives put to a KWA membership meeting by its officials, he added, both revolved around a vote, either to strike or to affiliate, and the assemblage was told that the KWA was in no financial position to support a strike.

Lyman Conger credited the UAW–CIO's victory to a change of tactics in which it attempted, and succeeded, in taking over the KWA leadership. Asserting that the KWA's general committee had already secretly voted to affiliate before calling together the membership, Conger pointed out that contrary to KWA practice and its

constitution the minutes of this general committee meeting were neither published in the KWA's official newspaper nor posted on its bulletin boards. Further, he said, the committee's vote to affiliate was later removed from the minutes. He quoted testimony at the subsequent NLRB trial examiner's hearings by Ray Majerus, now a UAW international representative, in 1952 a KWA representative:

> We expunged these from the record because we wanted to be sure the affiliation went through a lot of people who were still sympathetic with the KWA and the company, and we wanted to be sure the vote went through so we expunged this from the record so it wouldn't go into the paper * * * (p. 9487).

Majerus, Conger noted, further testified before the NLRB examiner that he was a UAW–CIO member while "purporting to act as a KWA representative." Conger also pinned the responsibility on Majerus for a tension-producing event which took place between the time of the KWA general committee's secret vote to affiliate and the membership meeting which followed suit:

> On April 21 and 22 illegal work stoppages occurred in the enamel shop. In a dispute over a grievance, notice had been given to the company that the men would not complete their shift if they felt sick unless their grievance was satisfactorily adjusted. On April 21 and 22, in accordance with the scheduled notice, many of the enamelers claimed illness and discontinued work. Strangely enough, all these men became "sick" at exactly the same time and in accordance with the scheduled notice to the company.
>
> They were examined by doctors and those found not to be sick were ordered back to work. Twelve who refused to return to work were discharged (p. 9487).

Although the KWA brought charges that the firing of the 12 enamelers violated the Taft-Hartley Act, Conger pointed out that the NLRB and the circuit court of appeals sustained the company's action.

Graskamp put a drastically different construction on the enamel shop incident. Because of the intense heat and other factors involved in the enameling of bathtubs and other ware, he explained, employees in that sector of the plant had worked a 6-hour day as compared to 8 hours in other departments. At the same time they had been the most fertile recruiting ground of the movement to affiliate with the UAW–CIO.

As a result, Graskamp declared, the company had a "grudge" against the people in the enamel shop, and expressed it by replacing the 6-hour with the 8-hour day.

> * * * On top of that, they always had big fans to blow the heat away from the man. The fan was in back of the man and this blew toward the furnace, and when they took the tub out and the man was here, the heat blew the other way. Then they turned the fans off, and that is what led to the discharge of the 12 enamelers in 1952. With the fans off, the people, from the heat, got dizzy, and some got sick. It so happens that some of them that went to the medical department got sent home, got cards to go home, but the most active

> UAW guys didn't get cards to go home, but were told to go back to the jobs, and they were the ones that were fired in 1952 (p. 8366).

Conger explained the turning off of the fans as follows:

> We have what is called a barrel fan, sort of a colloquial expression. It is a large fan which simply circulates air, the same as a desk fan does, only it is much bigger. Some of these furnaces were equipped with those. At the time we had the 12 enamelers' case, some of these were turned off as an experiment. It was suspected that they were kicking up a lot of dirt that was getting into the enamelware (p. 9526).

Although the company's discharge of the 12 enamelers was upheld by both the NLRB and the courts, the men were granted unemployment compensation by the State, which they could only receive if they were improperly discharged.

Leo Brierather testified as to the impact on other Kohler workers of the enamel shop incident:

> * * * people out there were convinced that the 12 guys fired by the company were not fired for insubordination and it was because they were active in the union activity and this was merely an excuse on the part of the company for firing them (p. 9632).

Brierather readily credited the incident with "contributing greatly" toward the affiliation with the UAW–CIO, as well as toward the 1954 strike itself.

With its victory in the plant balloting of April 29–30, the UAW–CIO was not yet ensconced at Kohler. The KWA leaders, Conger asserted, had "rushed through" the vote before the membership had a "chance to consider" or before opposition could voice itself; further, he said, the KWA constitution, which provided that it should be an "independent, self-supporting union," was not amended. The management refused to recognize an affiliation procured "in such haste and by such methods," Conger testified, and declared that it would recognize no union unless an NLRB election proved its majority status.

When this election took place in June 1952, three contenders were on the ballot: the UAW–CIO; the Independent Union of Kohler Workers Association, a new group which, according to Conger, "desired to keep the KWA as an independent"; and the UAW–AFL, which, he recalled, "intervened and secured a place on the ballot" about 3 weeks before the election.

Of the period between the plant balloting and the NLRB election, Graskamp recalled:

> * * * the company began running full-page ads saying we were boring from within, that we led the Kohler workers astray, and accusing the officers of the independent union of selling out to the UAW–CIO, and bought radio broadcasts and they called us "sellout artists" (p. 8373).

The IUKWA, he asserted, was a group the company "attempted to give birth to," whose members ran the same type of campaign ads as those put out by Kohler, and also put on radio programs which they rehearsed in the company office.

The third group on the ballot, the UAW–AFL, had a special feature of its own in the form of prominent hoodlum direction. Graskamp testified:

> * * * shortly before the election, the UAW–AFL got on the ballot, too, and this was a consent election.
>
> Mr. KENNEDY. Is that the UAW–AFL No. 6, Anthony Doria?
>
> Mr. GRASKAMP. That is right.
>
> Mr. KENNEDY. That is the one that Johnny Dio was in, also, is that correct?
>
> Mr. GRASKAMP. That is correct. They got on the ballot. I will say that during the course of this time, I think the friendship between the UAW–AFL and the Kohler Co. was good (p. 8373).

Another busy sector prior to the NLRB election was presided over by the chief of police of Kohler Village, Waldemer G. Capelle, who testified that just after the plant vote to affiliate with the UAW he had started building up and training a contingent of about 45 special police. Capelle, who had four regular police, was questioned as to why he had taken this step at this particular time:

> Mr. KENNEDY. You just felt that the fact that the Kohler workers had voted to affiliate and become members of the UAW–CIO, that that was sufficient to get 45 new deputies? Is that correct?
>
> Mr. CAPELLE. Well, that is part of it; yes.
>
> Mr. KENNEDY. Was there any other reason?
>
> Mr. CAPELLE. Well, if any other union would have been in. It didn't make any difference what union got in, but I know if there would be any trouble, I felt I should be prepared for it. It made no difference to me whether it was the CIO, AFL, or what.
>
> Mr. KENNEDY. If the union comes into a community, that is a signal to you to get ready for trouble and difficulties?
>
> Mr. CAPELLE. Not necessarily; no.
>
> Mr. KENNEDY. But you felt in this case you should increase your force by 1,000 percent because of the fact that the UAW was coming in?
>
> Mr. CAPELLE. The way people felt, and the way there was tension there, I felt that something may happen, and I wanted to be prepared (p. 8504).

Capelle testified that he has held his job for 11 years, and that he takes his instructions from the Kohler Village Board and a three-man police committee of the board, of whom two, at the time, were a "laborer" and a "foreman or superintendent" at the Kohler Co., and the third was a schoolteacher. When he began training his new deputies in 1952, he declared, he did so on his own:

> The CHAIRMAN. * * * you were not put up to do it, and there was no agitation or effort on the part of the Kohler people to get you to make some special preparation?
>
> Mr. CAPELLE. No, sir (p. 8505).

The training of the initial 45 special police, he said, consisted of "regular, basic police training," including the fundamentals of vil-

lage ordinances, State statutes, operation of the squad-car radio, and foot-patrol techniques. In addition, Capelle testified, there was training and target practice in the use of the "guns that we have, which include revolver, shotgun, submachinegun, and gas guns" (p. 8507).

Ultimately, Capelle noted, there was "quite a bit of ado" about the machineguns and tear gas, and at the advice of the village attorney a humane society was formed, "for the prevention of cruelty to animals," of which Capelle was made chief, a State office appointed by the Governor. This move afforded "added protection," he explained, to insure the legal right of the village police to possess the weapons.

The society, however, was not set up until 1955, a year after the current strike began, and in the interim the training of the special police in the use of the guns went forward. The Kohler Co., Capelle said, allowed them to use its rifle-club range, where they practiced on bull's-eye targets and also the regular FBI E-target, a silhouette of a man.

When the NLRB election was held in June 1952, no runoff was necessary despite the presence of three contenders on the ballot. The UAW–CIO garnered 1,831 votes, or 52.6 percent of those cast; the IUKWA, 850; and the UAW–AFL, 710.

The NLRB certified the UAW–CIO as exclusive bargaining agent for Kohler production and maintenance workers, and negotiations for a new contract began in August 1952. In this first face-to-face encounter across the bargaining table between Kohler and the UAW, the shape of battles to come was all too apparent.

A preliminary skirmish was described by Donald Rand, now administrative assistant to Emil Mazey, UAW international secretary-treasurer. At the time an international representative assigned to the union's skilled trades department, Rand recollected his very first meeting with Conger:

> When I was introduced to him as a skilled trades representative, he advised me that there were no skilled workers in the Kohler plant. I asked him whether or not that included him. I thought we ought to start with him. He agreed that he was a skilled trades worker. That was the way we got started, unfortunately. * * * (p. 9211).

Sweetness and light were likewise absent from the bargaining table itself. Negotiations for a contract went on for 7 months, with the outcome in doubt until almost the end. On February 14, 1953, only a week before the contract was signed, a strike vote was taken, and, according to Conger, "extensive strike preparations" were made, including "setting up a strike headquarters and strike kitchen at a tavern and dance hall just outside the village—the same place used as a strike headquarters and a strike kitchen during the current strike" (p. 9488).

That the rank-and-file were irate over the negotiations was confirmed both by Graskamp, who testified that they had wanted to take a strike vote "a lot sooner," and by Emil Mazey, the top UAW officer at the bargaining sessions, who recalled:

> At the time we reached a decision that we had come to an agreement, I spent about 2 hours arguing with the rank-and-file committee of the Kohler Local 833, to try to convince them that the contract ought to be accepted.

> There was so much bitterness and hate against the company, particularly for its actions in smashing the strike by the American Federation of Labor in 1934, in which 2 people were killed, and 47 shot in the back, that it was difficult to reason with this committee * * * (p. 8911).

A restive state of mind was not confined to the employees, according to records furnished by the company to Carmine S. Bellino, the committee's accountant-consultant. Bellino testified that these records, including the years 1952, 1953, and 1954 and beyond, were supplied in response to his request for data on purchases of material "in connection with the preparation for a strike." From February 7 to 14, 1953, alone—the week preceding the strike vote—the company bought 375 gas shells, 25 speed-heater gas shells, 50 short-range tear-gas shells, eight 12-gage shotguns, 6 revolvers, 6 binoculars, 300 sleeping bags, and several gas stoves, including a restaurant-type model.

> Senator MUNDT. * * * maybe sleeping cots and stoves could have been bought on the assumption that a workingman gets in and he couldn't get out.
>
> The CHAIRMAN. They may have anticipated some kind of a siege and were making preparations (p. 8530).

The purpose of Kohler's purchases of guns, ammunition, and other equipment, and what proportions of these went for plant protection, the training of company guards, the regular rifle club recreational program, and the personal use of company officials, were discussed more fully in the context of the 1954 strike, and this report will, therefore, revert to the subject. At this point, however, the following exchange may be noted:

> Senator GOLDWATER. Well, Mr. Conger, briefly, why did you think the company should prepare for violence in 1952 or 1953, or whenever it was?
>
> Mr. CONGER. Because we knew of the past record of the UAW in the strikes that they had conducted, and we had very little confidence in receiving protection from the sheriff of Sheboygan County (p. 8529).

However close to an open clash Kohler and the UAW may have come, a plunge over the brink was averted by the signing of a contract on February 23, 1953. UAW Regional Director Kitzman described how union negotiators won over the dubious rank and file:

> We told Kohler workers that it took time and experience for a company such as Kohler to learn how modern labor relations worked. Kohler management had never dealt with a responsible and legitimate labor union and we knew it would take time to build mutual trust and confidence, so we asked the Kohler workers to give management time to make the adjustment.
>
> Beyond this, we told Kohler workers that they had so far to go, that their wages and working conditions were so far inferior to workers at Kohler competitors, that it would take time for them to achieve equity (p. 8545).

A distinctly more exuberant note was sounded in the union paper, the Kohlerian, Lyman Conger pointed out to the committee. Three days after the signing of the contract, under the headline "We Won a Good Contract," the union, whose original demands had included a 26-cent-an-hour wage increase and the union shop, listed among its

contract gains a 12-cent-an-hour wage increase, 6 cents an hour more in fringe benefits, full arbitration, standard seniority system, checkoff of union dues, revision of wages and hours in enamel shop, 3 weeks' vacation after 15 years of service, equal pay for women, joint study on skilled trades problems, and provision for the reopening of the wage question every 3 months—a contract feature which was shortly to prove crucial.

Conger read from the Kohlerian an extract of a statement by Emil Mazey:

> The general provisions of the contract were greatly improved. I think it was Chris Zittel who this morning stated that we have made more progress in this single set of negotiations in improving the contract than you had made previously in 17 years of activity on the part of the old union (p. 9552).

Commenting on this and other items of approbation in the Kohlerian, Conger observed:

> Just in case there is any question, this is the same union that now charges that the company never accepted the union or was willing to bargain with them in good faith (p. 9488).

The union acknowledged the optimistic tone it had taken. Conceding a statement at the time by Kitzman that "these are the greatest gains we ever made in a new contract," Graskamp declared:

> * * * you have to recognize how far the Kohler workers were behind, and how much room there was to make gains. Therefore, it is true they made gains, and maybe these were some of the largest gains that they made under a new contract. But this does not mean that the workers were satisfied, or that the workers had anywhere near what they were entitled to (p. 8375).

Any spark of new warmth in labor-management relations at Kohler as a result of the signing of the contract was soon extinguished. Brierather explained why:

> * * * from the very beginning, the grievances started to pile up. We found that the Kohler Co.'s interpretation of that contract was very much different than the way we had interpreted it, and, as a result, we couldn't settle any grievances * * *.
>
> The piled-up grievances certainly had their effect within the Kohler plant. We still had to find out some way to figure out how to take care of the problems presented by the workers (p. 9634).

Just what these problems were, how grave, and how primary a cause of the Kohler-UAW war which erupted just a year after the 1953 contract had been hailed as the harbinger of a new area, was lengthily discussed and debated before the committee. Management witnesses questioned their importance; Company President Herbert V. Kohler maintained that "all" working conditions in the plant were "excellent" (p. 9948), and that quite another matter had inspired the hostilities:

> The issue which more than any other, in my opinion, precipitated the strike was compulsory unionism. We do not believe that people should be compelled to become or remain members of a union (p. 9934).

Lyman Conger affirmed this view, saying:

> * * * In my opinion, we could have settled all of the difficulties quite readily had we been willing to concede a union shop (p. 9532).

Refuting this latter assertion, UAW International Secretary-Treasurer Mazey pointed out that while local 833 had originally sought a union shop, it had later reduced its demand to "maintenance of membership" and subsequently had even "expressed its willingness to do without any affirmative union security provision." As to what they thought had caused the strike, union witnesses laid heavy stress on plant problems. UAW President Reuther labeled Kohler working conditions as "inhuman," "unsafe," and coupled with a "repressive system" (p. 9992), saying:

> The Kohler strike is about people * * *. The men and women of local 833 have served notice on the Kohler Co. that it is not living in the Middle Ages, in some remote corner of the world far from the mainstream of life (p. 9964).

On the union's list of persistent problems were the danger of silicosis, special work difficulties in the enamel shop, safety hazards in other departments, substandard wage rates, the company attitude on seniority and maternity and, more broadly, its policies on grievance procedures and arbitration. Of these problems en masse, Brierather observed:

> Now, we have been accused of many things, of fomenting or trying to get people excited in that plant, that we were responsible for the strike, that we were a bunch of liars and agitators and so forth. And I would like to point out that the problems within the plant had more to do with that than we did and, in fact, the Kohler Co. was the best organizer that you would want in those terms. We could not equal that if we wanted to (p. 9631).

Kitzman elaborated on this viewpoint:

> * * * you cannot organize a plant, and I have a number of them in my union, you cannot organize any plant, no matter how many organizers you have on it, where there is real reasonableness on the parts of managements. You cannot organize a plant in the Garden of Eden. It is conditions that organize unions.
>
> No union ever went on strike. It is conditions inside of a plant that go on strike (p. 8562).

The silicosis problem was thus detailed by Graskamp:

> Silicosis is a lung disease that is caused from breathing dust with silica dust in it. In the pottery itself, there is a department where there is a high percentage of silica dust. In some of the mixtures, the silica dust in some of the mixtures goes as high as 80 or 90 percent.
>
> Now this stuff is floating around there in the air all day long and we many times asked for ways to clean this up. We have always been refused. They always say it was impossible and it can't be done, and other companies have done it.

> The workers would breathe this dust in and they would have X-rays, and when I first started, you got X-rays once a year, and they took X-rays every 6 months. But people were never told when they started to show spots on their lungs.
>
> It got to be too late. During the course of the negotiations, this was brought out. We knew this and we said, "Look, why not give the employee a copy of his X-ray when you take it, the negative, and he can take it down to his own doctor and have it examined and he can get the facts on what his lungs are."
>
> The company said, "We cannot tell these people the minute they get a spot on their lung, because if we do they will all worry themselves to death and they will become hypochondriacs if we do" (p. 8360).

Kohler workers who contracted silicosis went to a nearby sanitarium called Rocky Knoll, "or, as we call it, the Kohler Pavilion," Graskamp told the committee. He could not, however, supply any statistics showing that the plant conditions produced a high rate of lung disease:

> Senator KENNEDY. You made the charge, and what is it that you use to support the charge that silicosis existed to a degree which was dangerous to the workers in that section of the company?
>
> Mr. GRASKAMP. I turned over to the company a file on silicosis, which contains cases from the Kohler Co. This we know is only a portion because I know that there are many people working at that plant today, that are working in that plant today that have contracted some of this disease in their lungs.
>
> We cannot reach those people today. Those people are scared to tell us the facts. We cannot talk to them (p. 8360).

Testimony disputing Graskamp's sizeup of the silicosis situation was offered by two Kohler workers familiar with the pottery department at the plant. One was Robert Hensel, a UAW member at the start of the 1954 strike, who had gone back to work after 4 months, regarding that as a "sufficient time" to reach a settlement. Hensel, testifying that he has worked in pottery casting for almost 18 years, and "can do anything else a man my age can do," had this to say about conditions in his sector of the plant:

> There is dust in the place. We don't deny that. We do have respirators that a person can use. I also think if a person takes care of himself and watches himself, as far as when the periods of dust might be heavier, and also things of operation that you do, if you will put the respirator on, you can protect yourself to a great extent. Although some people might be more susceptible than others, like in TB. But in my case, I have had X-rays taken at the Kohler Co. and at my own doctor, and I have found no damage whatsoever (p. 8755).

Another pottery casting veteran, Harold Jacobs, testified that after a decade in that department he developed "some sort of nervous muscular condition," and was transferred to the enamel shop because

it was thought the heat would be good for him. When his back condition became worse, however, he left for hospital treatments, later returning to his old pottery post, which he still held, and did not find irksome:

> * * * we are provided with respirators, and they have made provisions that during the dusting time—you are only supposed to dust your molds with the silica dust at the close of your shift, and they even give you 15 minutes of time. They start dusting at a quarter to 4, and we work until 4. As soon as you are through dusting your molds, you are requested to get out of the area where this dust is in.
>
> * * * * *
>
> Senator ERVIN. * * * you have never experienced any discomfort from inhaling silica dust?
>
> Mr. JACOBS. No, sir; not a bit. And I have just had a thorough checkup a year ago at Madison, where I was not known, and my place of employment was not known.
>
> * * * * *
>
> Senator ERVIN. Does the company make any provision for examinations for anyone that works in that department that desires to be examined?
>
> Mr. JACOBS. Yes, sir. They force you to have an X-ray twice a year.
>
> Senator ERVIN. Do you know of any occasions when the employees in that department have been removed from that department to other work on account of having contracted silicosis?
>
> Mr. JACOBS. Yes; I do. There are some that have been told that they have it, but because of the wages being at the level they are in the pottery, they stay on. It might be a good idea if they forced them to get out, but, after all, every man has a right to say what he wants to do with his own body, I imagine (p. 8406).

Jacobs, the most articulate witness of the Kohler employees below the management level, paid broad tribute to the company as an employer. A former UAW member who quit it before the 1954 strike because he felt its demands on the company were "too high," Jacobs declared that while no company was perfect and "every man has his natural little gripes," his treatment at Kohler's hands had been "very good."

Under questioning, Mr. Jacobs asserted that he had not received any special treatment from the company, although agreeing that he had acquired a home in Kohler Village, a long-sought goal.

He summed up his working credo as follows:

> I have nothing to offer but my labor. I sell that to them and they pay me for it, and I think the agreement is fair (p. 8398).

A second major plant problem, from the union standpoint, centered in the enamal shop, site of the crisis at the time of the 1952 affiliation with the UAW. By its very nature this part of the company's operation is a rugged one; here, among other Kohler products which require enameling, bathtubs are brought to be finished after they have been poured, cooled, smoothed off, and given a ground coat.

After preliminary inspection, the tubs are put in a preheater, then into a furnace; when they are removed, redhot, workmen using long-handled sieves shake powder over them. The enameled tubs are then again stove-heated, removed, inspected, placed on small trucks, wheeled away and set to cool off. The process is continuous; having disposed of one tub, the workman turns to the inspection, heating, and enameling of the next one.

Such is the heat around the tubs that the men must use face shields and asbestos aprons; in the summer, Graskamp testified, they wear winter underwear to keep the heat of their bodies.

> Senator KENNEDY. What was the temperature in the enamel shop?
>
> Mr. GRASKAMP. Next to the tubs, it has been established that the temperature went up as high as 180°.
>
> Senator KENNEDY. Would you have to get next to the tubs during the day's work?
>
> Mr. GRASKAMP. These fellows stood right next to them (p. 8363).

Lyman Conger refuted Graskamp's estimate as well as that of the Wisconsin unemployment compensation examiner, in the 1952 case of the 12 men fired, to the effect that temperatures ranged from 100° to as high as 250° F.:

> * * * The main part of the enamel shop is probably not above the temperature of this room. Right near the furnaces, where you have a little spill of heat from the furnaces, and where you have the enameling operations going on when the piece is out, there is a little higher temperature. It will run 80° to 90° and sometimes it will run as high as 100° in the summertime.
>
> Mr. KENNEDY. Do you say that the temperature in the enamel shop doesn't get above 100°?
>
> Mr. CONGER. I would say very rarely.
>
> Mr. KENNEDY. Mr. Conger, I was present in the enamel shop even when there wasn't work going on and it was very, very hot.
>
> Mr. CONGER. Well, you didn't have a thermometer (p. 9524).

As the union viewed the enamel-shop problem, it twined around two points: the fact that the company had taken away from the enamelers the 6-hour day once deemed equivalent to 8 hours in any other part of the plant, and that, in putting the enamelers on an 8-hour basis, it had failed to compensate them for the special conditions under which they worked. Notable among these conditions was the need to eat lunch in between taking one tub out of the furnace and putting the next one in.

Conger was queried on this point:

> Mr. KENNEDY. You say that the men can put the equipment in the oven, then they can step back and eat their lunch during that period of time. How much time is there then before they have to do some more work?
>
> Mr. CONGER. From 2 to 5 minutes, depending on the piece.
>
> Mr. KENNEDY. So you feel they can step back from the oven and take off their mask and have their lunch in 2 to 5 minutes?

Mr. CONGER. Mr. Kennedy, they have been doing it for 36 years, to my knowledge. I am sure they can do it.

Mr. KENNEDY. Did you work in the enamel shop?

Mr. CONGER. Yes, sir. That was my first job.

Mr. KENNEDY. And you feel as long as they were doing it 35 and 36 years ago, they should still be able to do that?

Mr. CONGER. I was not an enameler, but I worked in the enamel shop, and I know the conditions.

Mr. KENNEDY. Do you feel that because they were doing it 35 and 36 years ago, that they still should be able to do it?

Mr. CONGER. Not necessarily, but they are doing it. I don't think anybody can come along and say it is impossible to do what a man is doing (p. 9525).

UAW President Reuther, paraphrasing this policy as "snatch a sandwich in between bathtubs," commented:

> Is that where we are, when we know how to split atoms and put the third satellite in orbit? Workers in America have got to work 8 hours without a lunch period? I think not, Mr. Chairman. I think that is a part of yesterday (p. 9993).

Comparing enamel-shop conditions at Kohler and at two of its principal competitors, American Radiator & Standard Sanitary Corp., in Baltimore, and Universal Rundle Corp., in Milwaukee, Emil Mazey told the committee that while there was no lunch period at either of the latter two, the men only worked 6 hours; he pointed out that it was industry practice, in the case of a 6-hour day, not to provide lunch periods. He also cited the use of electric tub lifts in the enamel-shop operations of both competitors as opposed to manual-operated tub lifts at Kohler; air-operated tub-enameling frames as opposed to manual-operated at Kohler; suspended powder sieves as opposed to nonsuspended at Kohler; air-conditioning at American Standard and semi-air-conditioning at Universal Rundle as opposed to none at Kohler. Both Kohler and Universal Rundle had two men per furnace as compared to three at American Standard.

The union's proposed solution for the enamel-shop problem at Kohler was either to restore the 6-hour day or grant, during the 8-hour day, a 20-minute lunch period for which the enamelers would receive 4 percent of their daily earnings; since they were paid piecework rates, this, the union argued, would permit them to count on an 8-hour instead of a 7-hour-and-40-minute production basis for their earnings.

Management witnesses termed this proposal a thinly disguised bid for a wage increase. Company President Kohler asserted that the men could actually put in their 8 hours' work in about 7 hours and 30 or 35 minutes, and that the time they now had for lunch was "ample."

Conger maintained that although the company was "sure" that the 20-minute lunch period demanded by the union would not be utilized, it had, in negotiations after the start of the 1954 strike, offered the men in the enamel shop two 10-minute recess periods—although unpaid.

> Senator CURTIS. How is the operation with other employees outside of this particular shop? Do they have a lunch period?

Mr. CONGER. They have an unpaid lunch period.

Senator CURTIS. An unpaid lunch period.

Mr. CONGER. There are a few, a relatively few employees, less than 4 percent of our employees, who had a paid lunch period, Senator. Over 96 percent of our employees have a lunch period but they do not get paid for it (p. 9522).

If conditions in the enamel shop were unsatisfactory to the union, conditions elsewhere in the plant were also "never ideal," according to Leo Brierather. His own first job at Kohler, in the reheater core department of the north foundry, was supposed to have been "one of the easier ones," he recalled, but while his normal weight at the time was 142 pounds, it soon went down to 128, and during the summer down even further, to 118 by Friday night, a 10-pound loss he would recoup over the weekend. Brierather observed:

> Now, I am sure that can tell better than anyway else at what speed we had to work to earn the money * * * (p. 9637).

Complicating the physical exertion was the menace of safety hazards, a third Kohler problem in the union's book. Brierather gave an example from the north foundry:

> * * * most lifting mechanisms were suspended off the ceiling and, when the foundry was in operation, it seemed like the entire foundry was moving.
>
> The CHAIRMAN. I wonder where you would suspend it from if it was not suspended from up high?
>
> Mr. BRIERATHER. Well, the idea was that it was not placed up there adequately and the people on the bottom were fearful because, naturally, if you were to work underneath——
>
> Mr. CHAIRMAN. What you mean is that it was not made adequately secure and I think with hoisting machinery you have to have something up high to get it hoisted.
>
> Mr. BRIERATHER. That is correct (p. 9630).

The hazards gave rise to many complaints, Brierather said, but with little effect:

> * * * whenever complaints were made the management of Mr. Biever minimized this whole deal and he said, "Well, this is OK. We have approved it and it is all right."
>
> However, a hoist fell off the track, a large hoist, and fortunately nobody was injured; and hand coppers came off the ceiling, and fortunately nobody was injured. However, a wheel came off a hoist and killed a man, Mr. Donald Nickerson, in June of 1951.
>
> In another instance on our floor called sand-handling No. 3, the men complained bitterly about the working conditions, that they did not have enough room to work and they were presenting hazards to each other merely by working and the machinery was crammed so closely together. * * *
>
> One man stuck his foot in between a roller conveyor designed to move heavy flasks down to the casing area and, while doing so, somebody pushed the mechanism which was designed to push it down and he had his leg crushed between the flask and his pushing mechanism.

> The supervisor of the night shift, Mr. Theibald, in an attempt to extricate this man, stuck his leg into a similar situation and had the same thing happen to him and it was then that we first received acknowledgment from the company in regard to the problem (p. 9631).

The union complained about the hazards to the Wisconsin Industrial Commission, Brierather asserted, but management refused to allow union representatives to accompany the inspector sent by the State and instead "conducted him on a guided tour through the plant and we rarely ever heard of what happened and how the deal came out. Certainly this did not satisfy the people in the plant. It was one of the determining factors of why they voted for a stronger union and eventually to strike" (p. 9631).

Not all the problems listed by the union as provocative of unrest among Kohler workers pertained to physical conditions at the plant. A number concerned company policy and procedures, some affecting only certain categories of workers, others the broad rank and file.

Among the former, the union objected to what it felt was a callous company attitude toward its veteran workers. Graskamp testified:

> * * * in most plants, where there is better jobs, where there is higher-paying jobs, where there is easier jobs, the men with the most seniority get an opportunity to do these jobs. This was not true at Kohler. When I first became active in the independent union there was people working on some of the hardest jobs in the casting shop department that had 25 and 29 years of seniority in that place. They never had an opportunity to get these easier jobs. The worst job in the casting shop, in the pottery at Kohler, is the casting of bowls, and that is where these guys were.
>
> They never got the right, even though they asked for it, to get a job casting lavatories, stoves, or tanks. Today some of those people, even though they are not on our side, and are working in that plant, are there because we were willing to stand up and fight and argue for the right for them to be there (p. 8352).

Another category of worker treated unfairly, in the union's view, was the married woman who became pregnant. The NAW attempted vainly to have management grant maternity leave; a case in point mentioned by Brierather was that of a woman who had worked up to 2 days before giving birth but had been refused her job back with the statement—attributed to Lyman Conger, but denied by him—that the company had not been responsible for her pregnancy.

Company President Kohler pointed out that workers who return after 2 years are granted full seniority, but as to whether they are allowed to return in the first place this exchange occurred:

> Mr. KENNEDY. Can the girl always get her job back within 2 years? Is that written in the contract?
>
> Mr. KOHLER. No. We don't guarantee her job. We will try to take her back.
>
> Mr. KENNEDY. But there is no guaranty of that?
>
> Mr. KOHLER. No, sir (p. 9950).

Yet another aggravating problem for the union at Kohler was what Brierather charged was a company "surveillance program on any

kind of union activity." He described his own experience in this regard:

> I was informed by my foreman at one time that he had to record if I left the floor, or what I was doing. At one time he even gave me a so-called good conduct pass. He said, "Well, we have been watching you for a long time, and I have orders now that you can go anywhere you please," inasmuch as to say that they would trust me. This was not true with some of the others. The other stewards and representatives of the workers many times would step up to a worker and it didn't take a minute before he was tapped on the shoulder by a foreman or supervisor who said, "Hey, don't interrupt production" (p. 9634).

Beyond these separate sources of union discontent was a grievance machinery it regarded as inadequate. According to Graskamp, a specific grievance, instead of being settled on a lower level, had to run the gamut of foreman, supervisor, superintendent all the way up to the management committee. The arbitration procedure, according to Brierather, was rendered virtually useless because of the difference in the company and union interpretations of it.

The issue of arbitration loomed particularly large in the fruitless negotiations preceding the 1954 strike. The company offered an arbitration procedure among its contract proposals, Graskamp testified, but—

> As you went through the contract, everything that was arbitrable was taken away by the last sentence which said, "This shall not be subject to arbitration." So when you got through their proposal, you had an arbitration proposal, but by the time you read the rest of the contract, there was nothing left to arbitrate. They said, "All we will agree to is application and interpretation of the contract."
>
> We finally agreed to all of these exclusions. We told the company, "OK, we will agree to these exclusions, but we will not agree that unjust discharge and discipline are not subject to arbitration."
>
> That is where we stand on arbitration today (p. 8367).

The company's stand on this vital matter was expounded by Conger:

> We do not oppose all arbitration. The 1953 contract contained an arbitration provision and we were willing to have one in any contract.
>
> We agreed to arbitrate the interpretation and application of any contract we might make—in other words, to give an arbitrator all the authority that a judge of a court of law would have.
>
> But we do not agree to arbitrate the terms of a contract—to let someone who has no knowledge of our business or interest in it write a contract for us to live under. Nor will we agree to turn over to anyone not having any knowledge of the business or interest in its success the authority to make management decisions on matters vital to the conduct of the

business while we remain responsible for the successful operation of the business.

An issue rarely absent in labor-management controversies is the wage issue, and the Kohler-UAW conflict was no exception on this score, although union witnesses insisted that it actually carried less weight than other problems creating the strike climate. As Graskamp put it:

> * * * when it came time for the strike, the wages themselves were unimportant. It was the dignity of the guy working there, the right to have a union steward bring up a grievance for him, the right to have it discussed, the right for the guy to come over on the job and discuss it with the employee first, as to whether or not a determination can be made as to whether he has a grievance, and then the right for the guy to go up there and get an honest settlement, if he is entitled to it. That is what the strike is all about (p. 8366).

But whatever its rank among union priorities, the wage question was an unmistakable irritant, with three especially sore points for the UAW: First, the company paid what the union felt were substandard rates; second, it changed its mode of fixing its rates; third, it refused wage data regarded by the union as essential to bargaining.

UAW Regional Director Kitzman testified:

> The only way we have ever been able to compare wages in Kohler is the paycheck stubs, and which are not an accurate picture, because the union has never been able to get from the Kohler Co., even to this date, an adequate payroll. They compute everything, overtime, premium pay, and it is all thrown into one category. To my knowledge, at least I, who spent a good many days at that bargaining table, have never actually seen a breakdown of the actual earnings, both piecework—particularly piecework. Daywork is a different problem, because there you have cents per hour, and that is pretty easy. But not on piecework (p. 8544).

Piecework, Graskamp explained, represented "mostly all or 90 percent" of Kohler jobs, and the pay rate for each job required negotiation. He recalled that formerly these matters had been ironed out between union and management at the superintendent level, without "too much trouble." Then, he said, the top management committee ordered the superintendent, in settling a wage rate, not to go more than 10 percent over and above the figure fixed by the time-study department, with all questions of higher rates to be handled by the management committee itself.

> Senator KENNEDY. That does not seem to me to be very important. I think a company has a right, if a wage increase goes beyond a certain point, to have it referred to the central management.
>
> Mr. GRASKAMP. But this is a practice that had been in effect for years * * *. They never notified us that they were changing their practice * * * (p. 8362).

Graskamp, while conceding that a few jobs at Kohler paid "decent" money, charged that most workers at the plant earned any-

where from 40 to 65 percent less than workers doing comparable jobs elsewhere. He decried Kohler claims that its average take-home pay exceeded the Wisconsin statewide average and that of certain communities, asserting that the company did not even report its wages to the State bureau of labor statistics whence came these averages. Moreover, he said, company averages took in 5 to 8 hours of overtime a week and shift premiums, while the averages to which they were compared were figured on a 39.4 or 40 hour-a-week basis.

Lyman Conger agreed with the union assertion that wages were never a key factor in the 1954 strike, but proffered a totally different reason. Kohler rates compared favorably enough with those of rival firms, Conger declared, to preclude their being of great moment among UAW demands for improvement:

> * * * If our wages were 40 to 50 cents an hour below our competitors, wages would have been a very important issue in this strike and in this bargaining (p. 9530).

Refuting Graskamp, Conger pointed out that Kohler has, since around 1936, reported its wages to the State's industrial commission, which passes them on to its bureau of labor statistics. He added that matching the company's overall wage averages against those of the State, Milwaukee County, Sheboygan, and various Wisconsin communities was, although "not completely satisfactory," the only accurate way of making such a comparison.

As to how Kohler stacked up directly against its competitors, Conger, singling out the enamel shop, reported that at the time of the strike the pay there averaged about $2.50 an hour; at present, he said, it is $2.90 to $2.95 an hour.

> Mr. KENNEDY. How does that compare, that approximately $2.50, how did that compare to Rundle?
>
> Mr. CONGER. * * * On one comparison, it compares very favorably to Rundle. Rundle, on some of the operations, the men make, and they are always on piecework, more money per hour and produce more per hour, and if our people would produce more per hour, as they can, as shown by the fact that they quit half an hour before the end of the shift, their earnings would exceed Rundle.
>
> Mr. KENNEDY. The people in Kohler, are they slack in their work?
>
> Mr. CONGER. I don't say they are being slack, but I say that we have always had a certain amount of controlled production in the enamel shop, particularly when the UAW was very prominent there * * * (p. 9530).

Statistics supplied the committee by Emil Mazey challenged Conger's contention. At Kohler, Mazey declared, an enameler of large ware received $2.64 per hour, at American Standard, $3.25, and at Universal Rundle, $3.60; an enameler of small ware at Kohler, $2.63, American Standard, $3, Rundle, $3.60; an enamelware inspector at Kohler, $1.78, Rundle, $2.60, and Briggs Beautyware, a third competitor located in Detroit, $2.36.

Presenting other job comparisons, Mazey reported the hiring rate at Kohler as $1.20 an hour, American Standard, $1.71, Rundle, $1.70, and Briggs, $2.01; a tool and diemaker's rate at Kohler, $2.36, at Briggs,

$2.98; a trucker at Kohler, $1.75, at American Standard, $2.50, at Rundle, $2.70, and at Briggs, $2.11; an elevator operator at Kohler, $1.60, at Briggs, $2.11; a trucker at Kohler, $1.75, at American Standard, $2.50, at Rundle, $2.70, and at Briggs, $2.11.

Conger commented:

> You can get some of the most fantastic comparisons by comparing job names, when the jobs aren't actually the same. All of our competitors use slightly different methods than we do, and some of them use radically different methods (p. 9531).

Although the wage issue between Kohler and the UAW may ultimately have yielded prominence to other more inflammatory issues, it served as the opening gun in the war of 1954.

The contract signed by Kohler and the UAW on February 23, 1953, had provided that the wage question could be reopened every 3 months. At its first opportunity, the union on May 23 asked for a 14-cent-an-hour increase. Conger testified:

> They explained this demand by stating that they had asked for 26 cents on the original negotiations but had accepted 12 cents, so the company still owed them 14 cents (p. 9488).

The company did not see it the union's way, and negotiations dragged on until August, when Kohler's counterproposal of a 3-cent-an-hour boost was accepted—albeit was a reluctance that boded ill. An "overwhelming majority" of local 833 had already voted to strike, Kitzman testified, when he and another envoy from the international union, Jesse Ferrazza, administrative assistant to Emil Mazey, appeared at a membership meeting and recommended acceptance of the company offer even through it "did practically nothing to close the great gap" between Kohler and competitive wages. The reaction was distinctly unfraternal, Kitzman recalled; both he and Ferrazza were booed and charges of a sellout were voiced.

Walter Reuther added:

> We had tremendous difficulty in persuading them not to strike. We said, "Look, be patient. We know you are being pushed around. We know this is difficult, we know your patience is being taxed, but please bear with us. Let us nurse this. You cannot make a good situation overnight. You have this long history of bitterness and antagonism; it is going to take some time" (p. 9991).

But time, it seemed, was running out on any such rosy prospect. Little over 3 months had elapsed when, on December 12, 1953, Kohler notified the UAW that the 1953 contract would expire on March 1, 1954. Conger explained:

> This was the 60-day notice required by section 8(d)(1) of the National Labor Relations Act to prevent a contract from automatically extending itself and it was given at this time in the hope that negotiations could be begun and a new contract arrived at before the old contract expired (p. 9489).

Although 60 days were presumably ample time for the conclusion of a new concordat, agreement was nowhere in sight by March 1, 1954,

and on that day the 1953 contract went out of existence, leaving Kohler and the UAW more at loggerheads than ever.

How this critical juncture was reached was one of the sharpest of the myriad points of controversy between company and union, with each accusing the other of talking peace but preparing for war. As evidence of the union's real motives, Conger pointed out that the UAW, in following up the company's December 12th notification 2 days later with a similar notice, at the same time informed management that it had advised Federal and State mediation services of the existence of a dispute. This, Conger noted, was even before the union had made any contract proposals or received any from Kohler, adding:

> This obviously was to clear the way for a strike. Under section 8(d)(3) of the act this notice was not required until 30 days after the 60-day notice and then only providing no agreement had been reached (p. 9489).

Furthermore, Conger added, although on January 15, 1954, Kohler suggested to the union that negotiations begin so as to avoid "last-minute" parleys under the pressure of the old contract's expiration date, it was not until 10 more days had passed that proposals were exchanged.

When negotiations did finally begin on February 2, Conger said, the union asked for changes in all but 3 of the 18 articles of the old contract and all but 30 of the 78 sections, including demands for "a union shop, a general wage increase of 20 cents per hour plus an additional 10 cents per hour for so-called skilled employees, that the company discontinue its pension plan and substitute the UAW standard plan, increases in group insurance, changes in the seniority provisions of the contract, and a paid lunch period in the enamel shop" (p. 9489).

The company, according to Conger, proposed few changes in the old contract, but offered what he described as "numerous concessions."

The union, on the other hand, viewed these "concessions" as far from numerous, and a snare and delusion to boot. As boiled down by Graskamp, all the company offered in the way of anything new was a 3-cent-an-hour increase and an arbitration procedure—but the latter, he said, was effectively nullified because so many of the proposed contract provisions were made nonarbitrable. The union was given its choice of this proposal or extension of the 1953 contract as is, without even the 3-cent increase.

Leo Brierather observed:

> The company must have known that we couldn't sell this at any time to the membership with the type of pressure that they were putting on to the bargaining committee (p. 9637).

Brierather recalled that Kohler had labeled the union's own contract proposals as "over 100 sensational demands." Far from being such, he testified, the union proposals had been formulated only after many meetings with the rank and file and comparison with competitors' contracts, and—

> * * * every one of these demands certainly reflected some guy's problem within the shop, and they didn't seem sensational to us at all because we had at no place exceeded the

contract language which we had found in some of the others (p. 9634).

On February 23, a week before the old contract's expiration date, the union asked that it be extended a month while negotiations continued. The company, Conger said:

> * * * responded calling attention to its earlier efforts to get negotiations going so that they would not be under the pressure of an imminent expiration date and offering to extend the contract for a year without change (p. 9490).

The result was expiration of the old contract on March 1, as scheduled, with a subsequent crossfire of charges and denials that the company had in effect "canceled" it. Reuther declared:

> The company canceled the agreement, not the union. Oh, it is true that they said, "We will extend the agreement." Well, when a company says we will give you the old agreement without changing a comma, that is not collective bargaining. Collective bargaining means a willingness to sit down and review the contract and make changes based upon the give and take of free labor and free management (p. 9994).

The month of March 1954 saw a quickened tempo of events leading to a showdown. On March 3 a Federal conciliator entered the negotiations. On March 14 the UAW membership voted 88.1 percent in favor of a strike, although, Conger declared, the total number voting to strike was not revealed. On March 17, a three-man Federal mediator panel entered the negotiations.

Concurrently with the launching of mediation efforts, however, both sides began busying themselves in other directions. Conger testified:

> The union began strike preparations, setting up a strike headquarters and strike kitchen at the same tavern and dance hall that they had engaged after the 1953 strike vote, importing personnel from Detroit and elsewhere, bringing in sound trucks and similar activity.
>
> The company also made strike preparations. It brought food, cots, etc., into the plant to house and feed the supervisory personnel, necessary to protect the plant and to provide for the continuance of necessary functions in the event of a strike.
>
> * * * Everyone has the right to protect his person and property from a criminal attack—and this is particularly so where law-enforcement officers are unable or unwilling to afford such protection.
>
> We had several shotguns and some tear gas for this purpose (p. 9491).

As seen from the union side the company's preparations had a more ominous hue, however. Brierather testified:

> The display of putting cots into the plant and erecting shanties on the roof, the establishment of an arsenal—I was personally aware of Kohler Co. supervision holding pistol practice in the south foundry, shooting at silhouettes.
>
> This all didn't have the best effect upon the workers within the plant. This, more than anything else, reminded them of

the 1934 strike. Believe you me, we were afraid of this whole deal. You just don't want to get into a situation like that again.

On the outside of the plant, we were aware of the village making substantial preparations, even as far back as 1952. There were new deputies, gun and tear gas practice, even with machineguns under the guise of civil defense (p. 9638).

Union witnesses saw no merit in the thought that the company might have been equally stirred by the taking of strike votes:

Senator GOLDWATER. If you continued to threaten them with strikes, I think they could assume that there would be a strike, don't you?

Mr. GRASKAMP. There are many, many unions that have taken strike votes and have never had a strike (p. 8355).

Far from being strike-happy, UAW President Reuther pointed out, Kohler workers stayed on the job for 5 weeks after the contract expired in the hope of averting a strike, and the influence exerted by the international officers was "more cautious than the natural instincts of the workers." But, he went on—

Unfortunately, the day came when the Kohler workers just were not willing to take it any more (p. 9995).

The point of no return was reached on the weekend of April 3 and 4, 1954. On April 3, Harvey Kitzman testified, the union and company met for the last time before hostilities broke out:

* * * I was pleading with them, that since there was no chance of settling this, and since there obviously was going to be a strike here, we ought to sit down as men and agree to some rules. * * * And the company management asked me, "What are you talking about, rules of war?" and I said, "Yes, that is what this is, rules of war."

I pointed out to them that even Hitler sat down with his enemies and said they were not going to use gas. I was talking about working out an orderly procedure as we do in hundreds of other places where we have strikes, where the union is interested, and they were interested in this case, to protect this property, and to protect their jobs and see that their jobs would be there when they got back, so that watchmen, and fire protection men, and guards or whatever they needed, would go into that plant unmolested, but that the company does not try to hire strikebreakers. * * *

I was flatly told, "Look, you run your business and we will run ours."

* * * The meeting broke up, and I knew then that there was no hope (pp. 8547–8548).

Plant Manager Biever, commenting on Kitzman's testimony that the union had offered to supply maintenance men during the strike, pointed out:

* * * He neglected to tell this committee that the union's offer was on condition that the company close the plant and make no attempt to operate it.

> Employees who want to work have a right to do so and we have a right to operate our plant if we can whether the union calls a strike or not (p. 9454).

The next afternoon an estimated 2,500 members of local 833 gathered in the local armory. Two votes were taken. In a show of hands, according to Emil Mazey, all but 1 of the 2,500 workers present indicated unwillingness to accept the company's last offer. The second vote, he explained, reaffirmed the March 14 strike vote.

In this second count, a secret ballot in which the voter had first to show his union card to indicate his good standing, 1,105 voted aye, 148 no, and 1 ballot was left blank—in all, 1,254 votes. This total represented about half of the people present at the start of the meeting and approximately 38 percent of the total Kohler employment rolls at the time.

Wholly divergent interpretations were placed on these statistics by company and union witnesses. Conger maintained that they proved the company's contention that a majority of Kohler workers had not wanted to strike; UAW International Representative Robert Burkhart, who had been assigned to Sheboygan the previous September because, according to Leo Brierather, the local was "no match for Lyman Conger and his legal mind" (p. 9634), argued that the figures on the contrary proved that only one-thirty-third of the workers had voted not to strike.

Commenting on the size of the vote as compared to the initial attendance at the meeting, Reuther testified:

> Unfortunately, we experienced what happens when human frailty moves in. Some of the people who voted to reject the company's offer did not hang around long enough because there was delay on the secret ballot and I suppose there is always some pressure, the wife to get home for Sunday dinner, and they went home.
>
> * * * I think the workers who went home early were wrong. I think they were running out on their responsibility. But do we go out of business because people are subject to human frailties; no. The people who stayed made the decision.
>
> Seven months later, more than 1,600 voted in a secret ballot and I think 26 the other way. So there is no question about it, that this strike was a strike authorized by a majority of the Kohler workers by secret decision (p. 9994).

Following the secret ballot, those who remained received some guidance for the morrow, according to John Konec, whom local 833's strike committee appointed its chief picket captain:

> We set up a set of rules which consisted that everybody be out on the picket line, that nobody come out there intoxicated, have no intoxicating drinks when you do come out there, that you behave yourself in on orderly manner, and you carry no weapons whatsoever. That is the set of instructions we gave the pickets orally at the mass meeting.
>
> * * * We had nothing prepared, so at that mass meeting at the end, we announced—I don't remember exactly who it was—we told them to picket the gate that they normally entered. Well, there are a few entrances at Kohler Co. that are

> locked, but they could be used as entrances. So I selected picket captains, and I had the picket captains stay after the meeting and instructed them to pick 25 or 30 pickets to picket those gates, even though they were locked, but to picket them anyway (p. 8535).

Along with these arrangements the union had already previously secured the "moral support" of other unions in Sheboygan, Graskamp testified, and of vital importance, the UAW international's promise of financial assistance, given by Mazey and Kitzman at meetings both of local 833's executive board and of its membership.

> Senator CURTIS. What were these arrangements for financial support and promises of financial support that were furnished by your international officers?
>
> Mr. GRASKAMP. Well, the policy of the international union at that time was that strike assistance was based on need, and there is no definite plan. It depended on the need of the striker.
>
> Senator CURTIS. How much money was made available to support the strike?
>
> Mr. GRASKAMP. They never limited it to any amount (p. 8342).

Looking back on this epic moment for his fellow workers, Leo Brierather recalled:

> * * * they certainly did not want a strike. They only took a strike because they were finally forced to strike and, once for all, they had to determine a method of trying to gain what they thought was theirs. Certainly they did not want to be treated like dogs any longer.
>
> It is the same thing. You can whip a dog into submission but you whip him long enough and he is going to turn around and bite and this is similar to what happened out there (p. 9632).

The first shift at Kohler begins at 6 a.m. An hour before that, on the morning of April 5, 1954, the normally tranquil environs of the plant stirred to a scene that would become ever more familiar over the next 2 months. In the chill of late dawn a gathering crowd of about 2,000 took up picketing positions around the company's property. All gates, even those seldom used, were covered. But the bulk of the arrivals massed at the main entrance on High Street, the elm-tree-lined boulevard in front of the plant, and began walking in a circle, one behind the other.

Why so large a group should have assumed a strike function undertaken in most labor-management disputes by relatively few pickets was explained by Mazey and Kitzman on three grounds. First, they said, the Kohler strikers remembered the fateful 1934 strike and felt that there would be "safety in numbers"; second, they wanted to give the lie to management's claim that the strikers did not represent a majority of its employees; third, in Mazey's words—

> * * * They were probably out there to try to persuade the people from going in (p. 9057).

A week to the day the strike started, with the plant effectively closed to all but office staff, supervisors and executives, a group of

nonstriking production workers for the first time made a concerted effort to breach the picket line, moving in a body from the opposite sidewalk where they had stood, over the grassy island in the center of the boulevard, to where the pickets patrolled in front of the plant. This attempt, said Conger, was "repulsed," as were four more attempts over the ensuing weeks until mid-May.

The degree of "persuasion" used to defeat these efforts when the two forces met was another sharp point of controversy between union and company, with a third opinion, somewhere in between, rendered by a witness representing local law enforcement.

According to local 833 President Graskamp, the pickets—

> * * * talked to them. They met them. They met them after they got across the street and they talked to them.
>
> Senator CURTIS. Was there any violence?
>
> Mr. GRASKAMP. No violence; no (p. 8339).

Graskamp not only insisted that moral suasion was the sole weapon directed against the nonstrikers, but voiced the suspicion that their effort to get into the plant was spurred less by desire than by pressure:

> I looked at the top of the employment office and saw the blind go up, and at that point saw the plant manager, Edward Biever, wave to the people, and then the people came across the street. I say the people were goaded to come across the street. I don't think they wanted in there (p. 8351).

Another UAW witness, however, conceded that the pickets may have used more than words. Regional Director Kitzman testified:

> There weren't any guns in that picket line. There weren't any clubs or gas there. All these poor fellows had was their hands and elbows to do a little shoving with, which they did (p. 8554).

The union argued that nonstrikers could have gotten into the plant had they timed their efforts differently. Most of the pickets were on hand only for the start of the 6 a.m. shift, the chief picket captain, Konec, asserted, adding that if the nonstrikers—

> came around to 7:30 or 8 o'clock, after these fellows were assigned to different shifts, and they were all gone, and maybe only 15 or 25 people at the gates, at 7:30 or 8 o'clock, if they came around with the chief of police or something, I don't think they would have any trouble in getting into the plant. But they seemed to disperse before that time happened. They didn't want to go to work (p. 8587).

Testimony that the pickets' technique was considerably more vigorous than the union described was offered by Lawrence Schmitz, at the time undersheriff of Sheboygan County. On one occasion when he and his officers escorted some nonstrikers up to the picket line, Schmitz recalled, three of his men, two in uniform, were knocked down, and he himself was dropped to one knee by a method he outlined thus:

> * * * this pushing, which would start, the depth, at time, I would say, might be 10 or 12 or even 15 men, one behind the other.

> The men in front were actually not doing any pushing. The ones that were pushed against us, the ones that were pushed against us the day we were knocked down had no choice in the matter. The weight in numbers behind them were forcing them on top of us (p. 8472).

Schmitz characterized the pickets' behavior in general on the line as "quite orderly, although they were quite determined also" (p. 8467). He testified that to his knowledge there was no damage to the Kohler plant and that the disorders mainly took place when the nonstrikers came across the street.

The most vivid report on the mass picketing was proffered by Lyman Conger:

> Whenever any nonstrikers would approach the picket line to enter, the pickets—let by union officials and imported goons—would go out to meet them and block their path while those who remained would lock arms, stop marching, and completely blockade the entrance. Shouts of "Hold that line"; "Nobody gets in"; "We shall not be moved"; "Yellow scab"; and similar epithets would arise from the picket line or be chanted in concert.
>
> Employees attempting to enter the plant were slugged, kneed in the groin, kicked, pushed, and threatened. No one except supervisory or office employees or those having a pass signed by a union official was able to pass through the picket line.
>
> Whenever an attempt was made to enter a gate, cars would drive up with pickets wearing armbands marked "Flying Squadron" to reinforce the pickets at that gate (p. 9493).

Two of the nonstrikers who had tried to buck the picket line also supplied their versions of the tactics employed. Harold Jacobs had this recollection of Jess Ferrazza:

> * * * I saw him kick one man in the groin with his knee, and he kicked me in the leg. He was quite handy with his feet, I will say that (p. 8400).

Questioned as to whether he had seen anyone "beaten up," Jacobs cited an incident, not on the picket line itself but across the street. According to Jacobs, a picket who "had been involved in a few other fisticuffs" came over to a nonstriker, "started discussing something rather personal with him about his family" (p. 8406), slugged him and cut his eye open, necessitating a few stitches. Jacobs' assertion that this encounter "came out of the strike" was contested by the UAW international representative, Burkhart, who testified that he had stepped between the two men on several previous occasions, and that "they had had hard feelings with each other for a long time prior to the strike" (p. 8628).

Mrs. Alice M. Tracey, a Kohler employee for 31 years, testified that when she and her colleagues essayed the picket line Jess Ferrazza "tromped on" her feet so that her shoe was torn off on the side, and that she was hit on the arm by an elbow by girl pickets whom he summoned into the line.

Charges to the effect that she had swung on her attacker with a loaded dinner bucket containing a pair of slacks and either an apple,

an orange, or a sandwich were false, Mrs. Tracey declared, because she was not even able to move the hand in which she was carrying the bucket.

Mrs. Tracey, a widow, offered this testimonial to her employer:

> I have always been treated very fair, and I raised and educated four children and gave them all better than a high school education, and they all hold good jobs today, and I have no one in the world to thank more than I have the Kohler Co. (p. 8392).

This aspect of Mrs. Tracey's testimony was in curious counterpoint to that of an enamel-shop worker named Conrad Holling, who explained that he had had no instructions as a picketer, but—

> I just joined the line by myself. I saw the line and walked in with it.
>
> Mr. KENNEDY. For what reason did you do that?
>
> Mr. HOLLING. For better working conditions in the plant, and I felt in later life, if my children wanted to go there, I felt it was a good way to improve conditions for them when they wanted to go to work, when they were old enough (p. 8775).

How many Kohler workers like Holling had gone on the picket line uninstructed, as a voluntary gesture of protest, was another point of conflict between company and union. Management argued that a majority of Kohler workers did not want to go on strike—else, as Conger put it, the "mass picketing and violence to keep them out would have been unnecessary" (p. 9485).

Strike functionaries, on the other hand, testified that the size of the picket-line turnout had come as a surprise even to them. Konec recalled that when the April 4 armory meeting ended—

> I didn't know how the people felt. I don't believe anybody else did. But when we went out there on April 5, and we seen all those people on the picket line, we thought right then and there that we had the majority—we knew we had a majority and a great majority (p. 8607).

Still another point of conflict between union and company—indeed, one of the most savagely debated before the committee—was the number of "outsiders" on the picket line and their role in spearheading its tactics.

UAW witnesses minimized both their number and the extent of their participation, estimating that in all they comprised some 12 to 15 men, representing both the international union and fellow locals, primarily local 212, the UAW unit at one of Kohler's competitors, Briggs, in Detroit. The services they rendered, according to union testimony, were in the nature of morale building and of advice to local 833's leadership on bargaining tactics and such routine strike functions as the maintenance of the strike kitchen.

Robert Burkhart was questioned about the size of the outside contingent:

> Mr. KENNEDY. Now, is it the ordinary strike where you have maybe 15 or so individuals from the international or from locals that are sent into an area all to guide and advise the local people?

Is that an unusual situation where you had so many people?

Mr. BURKHART. I would say it is somewhat unusual.

Mr. KENNEDY. Why was it necessary to have all of these people up there in the case of this strike?

Mr. BURKHART. We realize this was a very tense situation, and that the tensions of the last 20 years had been building up into the situation that confronted us, and we were interested in having people there who could exercise some measure of advice in the situation.

Mr. KENNEDY. Were you requested by the local to send these people up?

Mr. BURKHART. The local wanted assistance (p. 8624).

Occasionally, Burkhart testified, sympathetic Sheboygan citizens not employed at Kohler would also appear on the picket line:

* * * Someone would come over from the tannery or the brewery, or one of the other plants, to show their solidarity, but this was a very minute group. The strike itself, the picketing, was that of Kohler workers * * * (p. 8627).

Management testimony, on the other hand, asserted that the outsiders' objective was not advice but dominance, and that their numbers were greater than a mere dozen or so. Of the two company witnesses who had participated in the series of concerted efforts to cross the picket line, Mrs. Tracey, while cautioning that she was "kind of poor" at estimating numbers, declared that in one of the attempts she had seen more than 100 people of whom she "didn't know a soul" (p. 8392) except for one man. Harold Jacobs confirmed this as a "close" estimate.

Leadership of the pickets' strategy against the nonstrikers was pinned by Lyman Conger both to "imported goons" and UAW international officials. Among those "prominent" in blockading efforts at ingress into the plant, he charged, were Burkhart, Ferrazza, Rand, Kitzman, Frank Sahorske, assistant UAW regional director, and William Vinson and John Gunaca, respectively a chief steward and former chief steward of the Briggs local.

Because of the implication of Vinson and Gunaca, shortly after the mass picketing of the plant had ended in acts of violence to be detailed later in this report, both were questioned as to the circumstances of their presence at the Kohler strike.

The testimony of the two men tallied on major points. Neither had received any specific instructions as to what they were to do at Kohler.

Their chief function, as they saw it, was for "morale" purposes, to show the strikers that they were not waging a lonely fight. Both, in addition, had walked the picket line and "helped" at the strike kitchen. Both admitted to knowledge of an experience in a UAW "flying squadron," which, however, they asserted was not in use at Kohler. Both had been paid while at Kohler by local 212.

While Gunaca recalled that his journey to Wisconsin had been initiated at the suggestion of Frank Kaye, a shop committee chairman at Briggs, Vinson's memory was less precise; he couldn't "recall offhand" who had told him to go. Nor had he made any reports to anyone on his activities during several months on the scene.

Vinson was queried about management charges that a flying squadron was not only on hand at the strike, but moved from plant gate to gate, troubleshooting, and that its members wore a certain type of hat as a mark of identification.

> Senator GOLDWATER. * * * you saw no flying squadron activity at all?
>
> Mr. VINSON. I did not.
>
> Senator GOLDWATER. What were those fellows who wore those big floppy hats?
>
> Mr. VINSON. I believe those hats were bought at Milwaukee, and mostly they were bought for a little morale builder, for people on the picket line.
>
> Senator GOLDWATER. Did they designate leaders?
>
> Mr. VINSON. They did not. Different people wore them different days, and different times. It did not make any difference who wore them (p. 8885).

Another view of the flying squadron was provided by UAW International Secretary-Treasurer Mazey:

> The flying squadron of local 212 is at present like Chiang Kai-shek's army. They don't take part in too many strike activities any longer. The purpose of a flying squadron is to have a group of active unionists who are available for strike duty in the event a strike takes place.
>
> Senator GOLDWATER. What kind of strike duty?
>
> Mr. MAZEY. The question of picketing, the question of maintaining soup kitchens, and so on.
>
> Senator GOLDWATER. Did you have flying squadrons over at Kohler?
>
> Mr. MAZEY. I am not certain whether they organized a squadron of their own or not in Sheboygan. They may have (p. 8996).

As to the role Mazey himself played in the strike, Conger said that the UAW's No. 2 man "observed the character of the picketing, made speeches to the pickets, and toured the picket lines" (p. 9495).

Mazey thus recalled his own activities at Kohler:

> I made a speech on the picket line on April 8 or 9 from a sound truck and, incidentally, I was arrested for violating a newly enacted sound-truck ordinance. I pleaded with the company, and Mr. Conger was looking out of the window of the American Club across the street from where I was speaking. I pleaded with the company not to attempt to operate its plant, but to sit down with the union and try to find a way to work this thing out. The reason we had difficulty here is that this company, unlike most companies when a strike takes place, refused to bargain with us (p. 9063).

An incident away from the picket line but related to the picketing was reported to the committee by a nonstriker named Dale Oostdyk. Thanks to a tip from his brother, a striker, to the effect that the union was "going to pull the plug" (p. 8410), Oostdyk testified, he got into the plant the Sunday evening before the strike started. The next night, he explained, he had a National Guard meeting to attend, and

persuaded four others inside the plant to try to get out through the company's back field.

As they were through the field, however, they encountered some pickets, Oostdyk recalled:

> One of them jumped on my back and about that time there were at least three or four more there and some of them kicked me in the back and on the side, and two of them picked me up by the arms. One picket was very small, and he hit me on my left temple while the other two were holding me, and at that time they swore at me and called me names and that I ought to be killed for trying to go to work (p. 8411).

He was then dragged "a good half mile from where I was caught on company property" (p. 8411) to the union's soup kitchen, Oostdyk went on, where he was subjected to a quick cram course in unionization:

> * * * Every time I got up to use the phone, they grabbed me and threw me down on the chair. Right after they kept me seated on the chair, they put a card in front of me and told me to put my name and my clock number on the card and where I worked.
>
> Mr. KENNEDY. What did you do?
>
> Mr. OOSTDYK. I gave them my name and clock number.
>
> Mr. KENNEDY. They tried to sign you up with the union?
>
> Mr. OOSTDYK. Yes, sir (p. 8412).

Among the international representatives he listed as present at the soup kitchen, Oostdyk singled out Rand and Ferrazza as particularly attentive. Rand, he said, slung him down to his chair, later saying over the public-address system that "scab hunting was good" and that they should "go out and look for some more scabs" (p. 8412). Ferrazza, said Oostdyk, was "very polite," took him aside and told him that, "it was a good thing I was not in Detroit, because I would have been killed for trying to go to work during a strike" (p. 8412).

When queried as to why he had not subsequently reported this incident to the sheriff's office, Oostdyk replied that it was already in the newspapers and he did not feel that this "was necessary."

Another nonstriker captured that night was Herman Miesfeld, who, Oostdyk recalled, signed up with the union, after which he was served coffee and doughnuts and taken home. Miesfeld himself testified that he had had a choice of "sign up or be beaten up," explaining that it was the number and the "determined looks" of the people around him which had convinced him of this latter intention. Miesfeld, who placed Emil Mazey at the kitchen that night, said that Mazey and Rand "were close enough, and certainly heard what was going on" (p. 8424).

The chairman pointed out the conflict of Miesfeld's testimony with an earlier affidavit he had made in which he had not mentioned any threats at the soup kitchen. Miesfeld noted that "it was not brought up at that time."

Oostdyk was asked:

> Senator IVES. I would like to know why you * * * did not file a complaint with the National Labor Relations Board in connection with this alleged unfair labor practice. You have every right to. What happened that you did not do it? (p. 8416).

The witness offered no explanation on this score. He had, he said, consulted with the district attorney in Sheboygan, but was unable to identify the man who had attacked him during the encounter in the Kohler back field.

To support its charges of violence and of nonlocal direction of the mass-picketing strategy, the Kohler Co. exhibited before the committee some motion pictures it had had taken from various vantage points, including the medical department on the second floor of the office, during April and May 1954. Lawrence O'Neil, advertising copywriter and personal secretary to President Kohler, narrated the film, which showed, among other scenes, efforts by nonstrikers to enter the plant, "belly-to-back" picketing, the "gantlet the office workers had to run to go into the plant" (p. 8451), a union sound truck, a crowd of law-enforcement officials and pickets from which an unidentified person was being "hauled away," and people running across the street to the scene of some "fisticuffs."

Also featured in the company's film were shots of Vinson, Gunaca, Rand, Burkhart, Ferrazza and Sahorske, standing and talking, and, in one shot, Mazey, Kitzman and Ray Majerus as, in O'Neil's words, "they posed for the cameras."

> The CHAIRMAN. * * * Have these pictures been doctored by cutting them or editing them so as to remove any evidence that may be presented that might be unfavorable to the company?
>
> Mr. O'NEIL. No, sir.
>
> The CHAIRMAN. You are stating positively they have not?
>
> Mr. O'NEIL. They have been edited, but I wouldn't say they have been doctored, sir (p. 8447).

UAW International Representative Burkhart, observing that the pictures were taken "in a period of a few minutes" and then "pasted together" to give an impression of "an extremely violent picket line," declared:

> * * * I have seen more violence in the New York subway than I saw in the Kohler picket lines (p. 8628).

UAW President Reuther felt that—

> * * * the Kohler workers are entitled really to some appreciation for the great restraint they showed. There was no property damage. There were no serious incidents in that picket line even though there were thousands of people in it and it extended over a 50-day period (p. 10021).

Reuther asserted that his union had done "everything in our power" to discourage violence, and that no one disliked it more than he personally:

> * * * I have laid on the floor of my own home, in my own blood, and I have had fellows stick a .45 in my stomach, and

> the other fellow says, "Pull the trigger and let's get it over with."
>
> * * * violence settles nothing. * * * But it isn't so mechanically easy to see to it that every human being acts as though he has wings in a situation where people are provoked and there are irritations and emotionalism.
>
> This is the problem: How do you get people to keep their feet on the ground in a situation when it is easy to take off emotionally? (p. 10063).

As for the specific situation at Kohler, Reuther claimed that the primary responsibility for it was the company's. He pointed out that violence had occurred there even before the UAW was in existence, both in the 1934 strike and a molders' union strike in 1897.

> Senator GOLDWATER. * * * I want to ask you, Mr. Reuther, do you regard a mob of between 1,000 and 2,000 full-grown male adults having nothing but fists and elbows, massed in a solid line, doing a little shoving, in Mr. Kitzman's word, as a form of peaceful picketing?
>
> Mr. REUTHER. I am not prepared to admit that this was a mob. This was a picket line made up of respectable members of that community. They were free American workers who had a legitimate grievance with a company which was in violation of the law and they were exercising their legal rights to be on the picket line to demonstrate the support of their strike.
>
> * * * I don't think you could call it a riot. There was no property damage. There were no serious incidents there. It is true they kept people from going into the plant. * * *
>
> Senator GOLDWATER. Mr. Reuther, I didn't use the word "riot." I used the word "mob." I asked you a question, which I will get back to. Do you consider this a form of peaceful picketing? (p. 10021).

Reuther's reply was:

> I think that whenever you do anything that physically prevents a person from getting into a plant, that is wrong. If you want to call that not peaceful picketing, I would not quarrel with that (p. 10022).

Two separate police forces were on hand during the mass picketing, those of Kohler Village proper, directed by Chief of Police Capelle, and those of Sheboygan County, under Sheriff Theodore J. Mosch. Both men admitted that they had been unable to get so much as a single nonstriker through the picket line, in each instance attributing this failure to a lack of sufficient manpower. Capelle, whose forces were larger than the sheriff's, declared:

> * * * we did what we could with the number of people that we had there. It would have taken more than we had to open up the lines (p. 8509).

Capelle's manpower, he testified, consisted of his 4 regular police and around 90 special police, the latter all Kohler nonstrikers. Of the 45 he had deputized after the plant vote to affiliate with the UAW in 1952, 8 or 9, he estimated, dropped out at the start of the 1954 strike

and went on the picket line; he added 45 new deputies and the 12 men of the village fire department.

Capelle noted that when the strike began he arranged with the Kohler Co.'s personnel director, Walter J. Ireland, that the special police be given leaves of absence from the company, and that their health and accident insurance and hospitalization be continued, with the men paying into the fund as usual. If the company wanted a member of the special force back for a specific task, or if the man himself wanted to return to work, Capelle said, he would be released.

As for the Sheboygan County forces available for the strike, both Sheriff Mosch and his undersheriff, Lawrence Schmitz, indicated that even without a strike county law enforcement was saddled by a manpower problem. The county, 24 miles long and about 22 miles wide, covers roughly about 500 square miles; its regular police comprised just a dozen men, all concerned with traffic control.

All 12 were put on the Kohler strike, Mosch said, along with some of the turnkeys in the office and the bookkeeper; in addition, he had some 40 special deputies, on hand, however, only occasionally. Many, according to Schmitz, were Kohler Co. officials; a few were strikers.

Mosch thus explained the limited size of the special deputy group:

> People that we tried to contact to be deputized, they would not do it because either their brother or their father or their relative or somebody was in the plant. They absolutely did not want no part of being deputized (p. 8499).

Mosch disclosed his own deep disquietude about the strike. In his heart, he explained, the 1934 strike "carries a memory," and when the 1954 strike began he became "rather ill," putting Schmitz in charge for a few days. He also visited Gov. Walter Kohler, a nephew of the company president, at his home, asking for National Guard help. The Governor, Mosch said, told him he could do nothing until the community's own resources had been exhausted, and also cautioned him against the use of firearms.

For his part, Under Sheriff Schmitz testified, he decided to get clarification of his duties at the picket line from the county's head legal official, District Attorney John G. Buchen, who, he said, told him verbally that he was to help nonstrikers get up to the picket line but that "they would have to make their own attempt to go through it" (p. 8643).

Mosch conceded that he had received a written opinion from Buchen 8 days after the strike began in which the district attorney stated that it was the responsibility of the sheriff's office to get nonstrikers "through" the line. He could not, however, recall whether he had been instrumental in the newspaper publication of only a partial text of Buchen's memorandum.

> Senator GOLDWATER. Didn't Mr. Buchen get rather mad at you because you did not print the entire context of the contents of that?
>
> Mr. MOSCH. I don't remember that, sir (p. 8497).

Mosch declared that he had found it an "absolutely impossible" feat to get nonstrikers through the pickets.

> Senator CURTIS. * * * How did you proceed to get them to open up the picket line?

Mr. MOSCH. I told the fellows, "Come on, let us open up and get these boys through." At times they would go to work and say, "Well, come on, get them through," and they would spread apart and when we would get closer, the line would close up, and we were trapped right in between.

Senator CURTIS. Then what would happen?

Mr. MOSCH. We would be pushed back again, and it would be continuous (p. 8481).

Kohler Chief of Police Capelle, too, testified to his frustration in this direction:

* * * they would yell and say, "Nobody gets in." They certainly made it definite that they made up their mind that nobody gets in, and they would chant it and yell it (p. 8508).

Capelle was asked:

Mr. KENNEDY. Did you take any steps to arrest any of them when they refused to obey your instructions?

Mr. CAPELLE. Well, no, not any individual person (p. 8508).

The chief of police recalled that he had made two arrests during this period, of two pickets who had stopped a nonstriker trying to enter the plant at midnight, but that the cases were dismissed for insufficient evidence. As to Sheboygan County's efforts on this score, Under Sheriff Schmitz estimated that he had arrested 15 to 18 strikers during the mass-picketing period, 11 in one swoop.

These, he said, were the "leadership of the union," and the arrests were made after consultation with the district attorney in an attempt to find a "legal" way to open the picket line without bloodshed. Buchen, Schmitz said, looked up the "wisdom laws" and found one stating that—

* * * any time there were three or more persons gathered together in a manner so as to, I don't know the exact wording, but I believe disturb the peace or cause a commotion, it was a violation * * * (p. 8465).

Because he did not know many of the leaders personally, Schmitz explained, Capelle pointed them out to him. Ultimately the case against the 11 was dismissed.

Although Capelle, Schmitz, and Mosch jointly agreed that breaching the picket line was an impossibility without a lot more manpower, company witnesses detected a distinction between the efforts made by the Kohler police chief and the sheriff, giving Capelle the edge. Harold Jacobs asserted that the sheriff's help to would-be plant entrants was "nowhere near" Capelle's, and Mrs. Tracey recalled that on one occasion, when she telephoned the sheriff's office to ask when they were going to open up the line, the reply was: "What do you want us to do, go out there and get our heads bashed in?" (p. 8391).

Lyman Conger asserted:

The sheriff's deputies fraternized with the pickets, played cards with them, and were served lunch from the union's lunch wagon (p. 9483).

In retrospect Under Sheriff Schmitz stated his belief that "if all of us could do this over again, perhaps we might do things differ-

ently" (p. 8466). Mosch, too, entertained some second thoughts—of a more personal stripe. In September of 1954, after the mass picketing had ceased, local 833 voted to donate $300 directly to the sheriff's campaign for reelection to a 2-year term, and allotted $200 more for mailing out literature on his behalf. Mosch conceded that he had accepted the $300 from local 833 President Graskamp and turned it over to the Mosch for Sheriff Club, of whose total funds this represented fully half.

Testifying that he had never before received any money from the UAW, although he had been endorsed by labor in prior campaigns and had "always been a friend of labor" (p. 8489), Mosch, now operator of a bowling alley, observed of his financial aid from the strikers:

> Perhaps at this time, thinking it over, it might have been improper. But I am here to tell the truth and leave the chips fall wherever they may (p. 8486).

While the first round of the Kohler-UAW battle was being fought along the crowded sidewalks at the company's gates, away from the main arena preparations for future rounds went on apace.

On April 15, 1954, 10 days after the strike began, the company filed a complaint with the Wisconsin Employment Relations Board charging local 833 and the international UAW with unfair labor practices under the State Employment Peace Act, including mass picketing which prevented ingress into and egress out of the plant; interfering with the free and uninterrupted use of public highways; preventing people who wanted to work from entering the plant and threatening them with physical injury.

On April 27 the union petitioned the Federal district court to enjoin the WERB proceeding on the ground that the Taft-Hartley Act preempted State laws in the field.

The respective targets of these rival maneuvers questioned the motives behind their timing. As the union saw it, if the company were so convinced of the illegality of the mass picketing it could have filed a complaint with the WERB the very first day of the strike; but, Graskamp declared, it waited "until they had enough evidence on the people that they were in opposition to, to discharge" (p. 8353).

The company, in turn, described the union's petition in Federal district court as solely a delaying tactic.

Whatever the intent, the effect of this legal action was to make the months of May an exceedingly busy one for company and union attorneys.

On May 2 a Federal judge heard arguments on the union's petition and set May 11 as the deadline for filing briefs.

On May 4 the WERB opened its hearings on the company's complaint. The union sought an adjournment, explaining it needed time to prepare the Federal court briefs. The WERB said it would grant the union's request on certain conditions, among them that the UAW would not interfere with ingress and egress to and from the plant and would limit the number of pickets at each gate. It gave the union a day to decide whether it would accept these conditions.

On May 5 the union asked if the company would resume bargaining if the conditions were accepted. The company said it would. The resumption date was set for May 7 and the union opened up the picket lines.

On May 7, a Friday, union, company, and Federal mediators met—in vain. At the close of the day the union suggested that they meet again that evening and all weekend. The company refused. Conger explained:

> There had been no previous negotiating meetings on Saturday or Sunday.
>
> We stated that we had to use Saturday and Sunday to prepare briefs in the Federal court action, the same reason that the union had given for asking postponement of the WERB meeting, but that we would be willing to resume negotiations on Monday (p. 9496).

Local 833 President Graskamp recalled the company's attitude differently, testifying that in the close of the Friday negotiations Conger announced that—

> The number of people that came into the plant on Monday morning would have some reflection on their attitude that he could take back to the president of that company, and maybe they would then make some concession (p. 8348).

On Sunday afternoon, May 9, a UAW mass meeting was informed of the strike committee's decision to close the picket lines again.

On Monday, May 10, the resumption of mass picketing brought the brief truce to an end.

Between May 12 and May 19 the WERB held 5 days of hearings, interrupted on May 14 by arguments in Federal district court on the union's petition to enjoin the WERB; on that occasion Federal District Judge Tehan called counsel for both sides into chambers and proposed a settlement formula under which the union would again adopt the WERB picketing limitations and reduce its wage demands, while the company would "make some movement" on wages, arbitration, insurance, and seniority issues. Union representatives deemed this acceptable; the company's board of directors did not.

On May 21, the WERB issued an order to the union to cease and desist from hindering or preventing people who wanted to work at Kohler from going to work, by such devices as mass picketing, and threats, intimidation, or coercion of any kind. The order limited the number of pickets per gate and provided for a 30-foot area at each plant entrance over which no picketing would be allowed at all.

The UAW informed its members that the WERB order was not enforcible in view of the union's pending suit for the Federal injunction, and that the mass picketing would go on.

The WERB applied in Sheboygan County circuit court for a judgment enforcing its order, and the court scheduled a hearing for May 28, with Judge F. H. Schlichting presiding. On that day, Judge Schlichting recalled, during a recess—

> We adjourned to chambers and that resulted in an agreement whereby the union stated that they would voluntarily comply with the order of the Wisconsin Employment Relations Board (p. 8981).

The company, Schlichting went on, agreed to resume negotiations with the UAW early in June. The court then adjourned the hearing "day to day," on which basis an application by the WERB could

bring continuance of the hearing on 12 hours' telephone notice to the attorneys for both sides.

Thus, after 54 days, ended the UAW's mass picketing of the Kohler plant.

As to its continuance even after the May 21 WERB cease-and-desist order, the union held that the picketing was not illegal per se until the WERB's move for an enforcement judgment. Regional Director Kitzman pointed out that "in many instances, they do not issue the injunction" (p. 8558), and Reuther further ascribed the lag in compliance to the fact that union lawyers regarded as a "doubtful area" the question of the mass picketing's legality, and so decided to wait for further clarification.

Both Federal and Wisconsin State law deal with the subject of coercion of employees who do not go along with union activities. Section (8) (b) (1) of the Taft-Hartley Act makes it an unfair labor practice for a union to restrain or coerce employees in exercising their right to refrain from joining in its activities. The Wisconsin Employment Peace Act makes it unfair practice to prevent the pursuit of any lawful work of employment. Another State law, section 343.683 of the Wisconsin Statutes, makes it an offense punishable by fine or imprisonment to hinder a person from "engaging in or continuing in any lawful work of employment" by the use of "threats, intimidation, force, or coercion of any kind."

The company's complaint to the WERB on April 15 had been based on the Employment Peace Act. Conger, however, decried the union's claim that the legality of the picketing hinged on the WERB's determination of whether this act had been violated. He pointed out that the other State law on the subject had been on the books "for years" before the Peace Act was passed.

Looking back over 4 years, Reuther conceded:

> On the question of whether they should have kept people out, we have no argument. I think that was an improper activity. The question is, picket lines are not formed in vacuums. * * * I think if I were sitting here today and you said to me, would you do that again, I would have made a trip to Wisconsin to see that it did not happen (p. 10006).

Explaining that he had personally not been close to the Kohler situation at the outset because the strike was not a "big" one when it started, Reuther recalled that no "council of war" had been held on the matter of the legality of mass picketing, rather that it had "just kind of developed." When the issue was "clearly defined," he pointed out, "we moved as quickly as we could" (p. 10007).

Reuther asserted that this self-corrective measure was in distinct contract to the Kohler Co.'s behavior when found guilty of an illegality. The strike's first illegal action, he charged, was not the mass picketing but the company's grant of a 3-cent wage increase to its workers the day the strike started, because this increase was made not at the bargaining table but "unilaterally in violation of the law" (p. 10001).

May 21, the day when the WERB's cease-and-desist order presaged a tactical defeat for the union, was not, however, a day of wholly unalloyed satisfaction for the company.

On that date County Sheriff Mosch suspended the deputy sheriff authorizations of six Kohler officials, including President Kohler,

Attorney Conger, Plant Manager Biever, and Personnel Director Ireland. Asking for the return "as soon as possible" of their deputy sheriff's cards, Mosch stated his belief that the strike situation made it "unwise to have armed deputies within the plant proper," and declared that he was acting not only "for my own protection" but in "the best interests" of the citizens of Sheboygan County.

Complying with this request on May 24, the six men, in a joint letter, retorted that "your own protection and the best interests of the citizens of Sheboygan County require that you do your duty and enforce the law," noted the WERB's May 21 order, and commented:

> We would think that you would be embarrassed by the open praise of your inaction from the very people who have been found by a responsible State agency to be law violators (p. 8738).

Two versions were given, one by Mosch and one by Under Sheriff Schmitz, for Mosch's move. Schmitz testified that it had been made at his recommendation because information they had received of "gas and gas guns in the Kohler plant" had caused him to worry.

> I was afraid that if anyone in there would use them on this picket line—I had no reason to believe that they would, but at the same time, had anyone used them, I was afraid it was the temper of that crowd that they would undoubtedly cause an awful commotion out there (p. 8474).

He aired his fears to the district attorney, Schmitz recalled, and was told that the only way to get the tear-gas supply out of the plant would be via a John Doe hearing, preceded, however, by revocation of the deputy sheriff cards, "otherwise, they would have a perfect right, as deputy sheriffs, to have this gas there" (p. 8475).

Mosch himself pinpointed his decision to suspend the deputy-sheriff authorizations to an incident one Sunday night at the main gate of the plant in which Herbert V. Kohler himself and a group of "his men" reportedly exchanged words with some pickets and had "clubs" ready to use against them, during which "fracas" Kohler was quoted as saying, "Never mind, I am the law" (p. 8494). The sheriff admitted that he had heard of this episode thirdhand and had never personally attempted to determine its accuracy.

Lyman Conger disputed the contention that the company's store of tear gas should have generated worry in the county's law-enforcement officers. Not only was there "nothing illegal" about possession of this material, he declared, but none of it was used during the mass picketing, no one was ever threatened with its use, nor was it ever "exhibited to any picket." The tear gas, he said, was for " * * * protection of the plant and the people in it, and would have been used only if necessary for that purpose" (p. 9391).

Conger declared that the tear gas was "at all times" under the control of Plant Manager Biever, who in turn testified that with the loss of his deputy-sheriff status, and after consultation with Conger, he "immediately" turned over the supply to Kohler Police Chief Capelle. The transfer, Capelle recalled, was effected when a Kohler employee named Ray Hanson asked him to keep in his "protective custody" about 12 crates whose contents he described as "tear gas and tear-gas guns" (p. 8515).

Some days later, Capelle added, the crates were removed from the village hall by Sheriff Mosch, who explained that he had done so under telephoned orders from the State's attorney general, and that he had put the material "in storage" at the county jail.

Although Capelle testified that to his knowledge the Kohler Co. had no other arms or ammunition, data on this score were provided by the company itself to committee Accountant-Consultant Bellino. Aside from gas guns and tear-gas shells, Kohler purchases of guns and ammunition, over a period beginning in May 1952 and ending in June 1955, came to the following totals, according to Bellino's study of the company's invoices:

Guns: 20 12-gage Remington riot guns (20-inch barrel), and 22 revolvers. Of these, six revolvers and eight shotguns were purchased in the week prior to the February 14, 1953, strike vote, as mentioned earlier in this report.

Ammunition: 24,000 rounds of .38 special cartridges; 2,000 rounds of .22 long rifle, high speed; 600 rounds of .45 caliber; 12,000 rounds of primers; 6 cans of powder; and 9,200 12-gage shotgun shells.

In addition, Bellino testified, the company purchased 2,400 targets, including 400 for small-bore range work and 2,000 blue rock (clay pigeon).

Conger noted that the company's records included purchases of a "great deal of material" for both the trapshooting club and the training of plant guards, including in the latter instance the .38 caliber cartridges and the powder, which, he said, went to him personally, "* * * for hand-loading pistol cartridges which were used for training the guards in the plant" (p. 8528).

Also testifying concerning the training of plant guards, Biever noted that in June 1952 the Kohler Co. had obtained a War Department contract for manufacturing 105-millimeter artillery shells, and he exhibited a copy of a Department of Defense manual on plant protection specifying that plant guards should be armed and trained in the use of their weapons. In line with this, he said, Kohler guards, some 25 at that time, were armed with the .38-caliber revolvers and given instructions and target practice in their use.

According to Biever's breakdown of the company's gun and ammunition purchases, part went for plant guards and their training, part for "resale to individuals," and part, under the company's recreational program, for the range club, of which, he said, he and Conger were among the organizers, and the rifle and pistol club, of which the two men have been "active members * * * for over 30 years." Biever further detailed the breakdown as follows:

> The purchases of pistols, pistol ammunition, powder, and primers were all for plant guards, plant-guard training, the rifle and pistol club, and for resale to individuals.
>
> All the .22-caliber ammunition purchases were for the rifle and pistol club or for plant-guard training.
>
> All the targets, bullseye or silhouette, were for the same purpose.
>
> All the clay pigeons and the Nos. 6, 7½, and 8 shotgun shells were purchases for the range club and the company was reimbursed for them by those who used them.

> None of those purchases were in any way related to strike preparations (p. 9456).

Biever was asked about the purchase of six .38-caliber revolvers and 3,000 rounds of .38-caliber ammunition in May 1952, just after the Kohler workers voted to affiliate with the UAW and a month before the company received its Government shell-making contract. He declared:

> All of that ammunition and all of those firearms were not bought for plant protection. Much of that was bought for individuals. I personally purchased three of those. I kept two and resold one. I am sure I bought one for Mr. Conger (p. 9469).

A dozen of the 20 shotguns listed in the company's records were bought in June 1955, a year after the strike had started. Biever explained that this purchase was sparked by a union "publicity campaign" calling the possession of tear gas by Kohler Village illegal and and demanding its removal by higher law-enforcement authorities. Conger, Biever continued, told him that the purpose of this campaign was to "disarm" the village so that "an attack on the plant could be conducted without interference" (p. 9455), and the 12 guns, along with a case of buckshot, were bought against such a contingency.

Biever was asked:

> Mr. KENNEDY. Are riot guns recreation for the people at the Kohler Co.?
> Mr. BIEVER. Riot guns, no sir; but they could be readily converted.
> Mr. KENNEDY. To recreation?
> Mr. BIEVER. They could be.
> Mr. KENNEDY. Have they been used for recreation?
> Mr. BIEVER. They have not. Not one has been used.
> Mr. KENNEDY. According to the pamphlet that comes with them, they are to be used against mobs and groups of people.
> Mr. BIEVER. Not one of them was ever used (p. 9469).

Walter Reuther, commenting on the company's creation of a "small arsenal," pointed out that the WERB, the same State agency which had proved the nemesis of the UAW's mass-picketing strategy, had also stated:

> It seems inconceivable that in a forward looking community in a State as progressive as the State of Wisconsin, any employer would feel it necessary to resort to self-help by the means of arms, ammunition, and tear-gas bombs (p. 10002).

The WERB, while it had thus had sharp words for both Kohler and the UAW, also took part in the renewed effort to bring them together. With the chairman of the WERB sitting in from time to time, and three Federal mediators present, negotiations between the company and the union, as agreed to in Judge Schlichting's court on May 28, 1954, started up again on June 1, continuing throughout the month.

Conger testified that management made concessions on six of the

issues regarded by the UAW as major, including seniority, pensions, insurance, arbitration, wages, and paid lunch time in the enamel shop. On the remaining big issue of union security, he said, the company would not budge, one of its basic tenets being that—

> It is the right of every American citizen to determine for himself what organization he shall belong to and how he will bargain for the reward of his efforts. No one, union, management, or both together, has a right to take this decision away from him (p. 9499).

Union recollections of just how amenable the company was during the June bargaining were at variance with each other. Graskamp charged that management, in effect, backed and filled on a number of points which he believed had once been agreed to in theory. Burkhart, on the other hand, declared:

> * * * for the first time we thought we had begun to see some movement on the part of the company, and we were very hopeful. At that time we issued some press releases, that we were hopeful that maybe finally we could arrive at settlement of this thing and have the people go back to work again, even though the contract, obviously, would not be what we wanted (p. 8633).

Both Burkhart and Graskamp, via the union's nightly radio program and its daily strike bulletins during this period, reported apparent sincerity on the company's part in the resumed negotiations.

But no peace, permanent or otherwise, was to emerge from these talks. Even as they went on, Conger charged, the union, having been deprived of its mass-picketing weapon, promptly switched to another type of conduct—a campaign of vandalism and violence against nonstriking Kohler employees.

When protests were voiced from the management side of the bargaining table, Conger recalled, regional director Kitzman declared:

> I hope you will never go the route of hiring new employees because then the trouble really will start (p. 9499).

As June wore on management warned that it would end the talks if the incidents continued, Conger said, and it further announced that it had "reached the limit" on its concessions. On June 29, Conger testified, the company broke off negotiations—the morning after a shotgun blast had been fired into the home of a nonstriker named Harold Curtiss.

Burkhart recalled that on that last morning company negotiators did not even bother to open their briefcases, but announced that they were not negotiating "under such conditions as these" (p. 8633) and walked out. Questioning the accidental nature of the Curtiss incident, he testified that on the previous afternoon, prior to the shotgun blast, he had been telephoned by a man who identified himself as a reporter from the Sheboygan Press, asking if it were true that the company was going to break off negotiations the next morning. His reply at the time, Burkhart said, was—

> "Not to my knowledge. It seems to me that we have made more progress in this particular period than we have at any time in the negotiations" (p. 8633).

Further testimony on the Curtiss affair was offered by Ewald Guske, a striker who had worked for Kohler for 18 years, who declared that after word of the shotgunning had gotten abroad, he and a few other pickets drove out to take a look, sometime between 10 and 11 that night, and "* * * there was Mr. Kohler and Mr. Biever standing in a house, looking at the shot, laughing and cheering" (p. 8707).

The diversity of the violence and vandalism around Sheboygan as time went by was thus inventoried by Conger:

> * * * dynamiting of seven automobiles, paint bombings, assaults, smearing of automobiles with acid or paint remover, shotgun blasts through windows, slashing of tires and scattering of nails in company driveways and public roads to puncture tires, destroying the contents of a cottage with sulfuric acid, smashing windows of homes and automobiles with rocks, putting sand and sugar in the gasoline tanks of automobiles, smearing human excrement on the upholstery and steering wheels of automobiles, destroying flowers and shrubbery, and similar cowardly attacks under cover of darkness (p. 9499).

Added to the damage to person and property was a whole range of acts of intimidation and harassment, Conger declared, in which various nonstrikers were subjected to demonstrations outside their homes, anonymous telephone calls, "ostentatious noting" of their license numbers and publication of their addresses in union papers when they went to work, and insults and threats of assault when they, their wives and children went to the stores, church, or school.

Conger categorically placed the blame for all this on the union, which just as categorically rejected the charges. Burkhart, pointing out that occasionally strikers themselves had been vandalized, asserted that such incidents had provided a source of "great embarrassment" to union negotiators.

Burkhart theorized that these acts may have been perpetrated by "enemies of the labor movement" and in some cases may have been self-inflicted, especially after the company began indemnifying the victims, paying out a total estimated by Conger at $21,000. Burkhart observed:

> * * * For example, if your house was pretty shabby and needed a coat of paint, what would be easier than to splash it with paint and then say to the Kohler Co., "My house was splashed with paint last night. I need a new paint job now" (p. 8633).

In addition, Burkhart exhibited a clipping from the Sheboygan Press offering a reward for the apprehension of anyone engaging in this type of vandalism.

Joseph L. Rauh, Jr., the UAW's attorney at the hearings, testified that the union knew of "at least three" proved hoaxes and others "which we think were hoaxes, but they are all in the debatable stage" (p. 8749). The one most fully discussed by UAW and Kohler witnesses at the hearing concerned a Kohler employee named Henry Joyce, who had reported to the company that he had shot at someone prowling around an old barn he used as a garage; the union introduced into the hearing a statement his wife made to the district attorney

shortly thereafter, in which she declared that her husband had not even gotten out of bed on the night in question, and that "the three Kohler men told him to shoot his gun against the garage" (p. 8831).

Far from abetting Joyce, the company had uncovered the hoax, according to Gerard A. Desmond, a member of the Kohler legal staff who explained that he had "responsibilities of generally investigating misconduct during the strike" (p. 8840). He and two other investigators had indeed asked Joyce to shoot at his barn, he testified, but the purpose was to check up "on the pattern that would be made by the shotgun at that distance" (p. 8829), and the entire matter was dropped by the company after Joyce had flunked a lie-detector test taken at their instance.

Three distinct sets of statistics were presented to the committee to indicate the scope of the vandalism and violence around Sheboygan beginning with the strike and extending over the next few years. One was the company's own count of such acts, another was Sheboygan Police Chief Steen Heimke's list of the strike-connected complaints on file with his department, and the third, compiled by Assistant Committee Counsel Jerome Adlerman, took in the strike-connected complaints on record both with Heimke's department, covering the city of Sheboygan, and with the county sheriff's office.

The company's figures, extending from April 7, 1954, to January 29, 1957, presented a total of 833 separate acts of violence and vandalism; of these, 280 involved damage to tires, including 19 listed simply as "flat tires." From such relatively uncomplex deeds as these and the painting of the word "scab" on automobiles, the acts recorded on the company's tally sheets ranged to the smashing of picture windows, paint-bombing of homes, dynamiting of cars, and beating of nonstrikers, with a degree of inventiveness on the part of the vandals sporadically demonstrated in such entries as "tops cut off seven spruce trees in residential landscaping" (p. 8795) and "employee's wife's dresses slashed when left at dressmaker's for alterations" (p. 8815).

The company's list did not break down how many of the victims on it were actually employed at Kohler; a few incidents were specifically labeled as occurring to nonemployees, such as the slashing of a dairy cow owned by a farmer whose daughter had a friend who was a nonstriking employee, and the hurling of red paint at a store owned by the mayor of Sheboygan Falls. The reason for listing this entry, Desmond explained, was that the mayor's son was a Kohler worker, and the vandals may have been "trying to get at" him via his father.

The statistics provided the committee by Sheboygan Police Chief Heimke comprised the total "strike-connected complaints" received by his department from the day the strike started to the time he was subpenaed to appear at the hearings. The total came to 930, of which, he said, 572 were from nonstrikers, 58 from strikers, and 300 from "third parties" but involving an altercation of some kind between a Kohler nonstriker and a striker.

As an illustration of this third type of complaint, Heimke cited an incident in which an automobile salesman was trying to make a sale to a Kohler worker at a bar. A striker came along, Heimke reported, warned the salesman off his prospect, punched the latter in the back, and walked out. The worker, said Heimke, would not register a complaint, but the salesman did.

Of the other 630 complaints, 349 were listed as involving acts of vandalism. The rest, a miscellany reflecting more than mere statistics could about the anxiety state of a once peaceable populace, included reports by Kohler workers of threatening telephone calls and of cars "continuously passing their homes"; requests by them to be escorted home or to have their homes watched because they feared something was going to happen; and complaints about the "general disorderly conduct of strikers." Also included by Heimke were 13 cases of name calling, not counting "scab," which, he said the dictionary did not define as a "derogatory term," and the case of one harried worker who "asked us to protect his home while he was getting married."

The CHAIRMAN. I think that is a very important request. Was he protected?

Mr. HEIMKE. He was (p. 9336).

The committee's third set of statistics, provided by Assistant Committee Counsel Adlerman, was based on the complaints on record with both the Sheboygan police and the county sheriff. These complaints totaled 838, 636 to the city police from 1954 through 1957, and 202 to the sheriff from 1954 through 1956. Of the 838 total, 439 involved actual acts of violence; the balance, Adlerman said, were such items as phone threats, prowlers, suspicious cars, or unwanted merchandise sent to homes.

Although numerically this total of 838 complaints tallied closely with the total of 833 acts listed by the company, Adlerman reported that a name check showed that only 105 of the victims on the company list had complained to the Sheboygan police; how many might have complained to the sheriff could not be ascertained since his complaint records contained no names.

Two conclusions to be drawn from the statistics presented by Adlerman were first, that among the victims of vandalism and violence, the ratio of nonstrikers to strikers was 8 to 1 and, second, that of all such acts committed both in the outlying county and within city limits, two-thirds took place within city limits.

As to the statistics presented by the company, Gerard Desmond testified that in 832 of the 833 acts of violence and vandalism listed, no culprit had been apprehended. In the remaining incident, where the store owned by the mayor of Sheboygan Falls had paint hurled at it, two brothers were found guilty; neither was a Kohler striker nor nonstriker.

Of the 930 strike-connected complaints calculated by Heimke as on file with the Sheboygan city police, 53 arrests had resulted. Of these, 16 had been withdrawn or dismissed and 25 were still pending; of the other 12, 5 had resulted in not guilty and 7 in guilty verdicts.

Of the convictions, two involved acts of vandalism, neither by Kohler strikers. A man named Gilbert Schrader was found guilty of disorderly conduct and destruction of property after he had thrown a beer can against a house, "trying to break a window," Heimke explained, and hit the frame of the house instead. The second conviction was that of William Bonanse, a Kohler worker, who paint-bombed a striker's car because, as Heimke recalled his interrogation, he became "fed up" with being annoyed by the strikers, got drunk, and did the damage.

The victim of the paint job, Conrad Holling, admitted that he had called Bonanse a scab "more than once" but denied that he had provoked Bonanse by derogatory remarks and gestures about him and his recently deceased brother. Further testimony by Holling indicated that although Bonanse may have been spurred by annoyances from strikers, he had the same night also paint-bombed the car of a Sheboygan commercial fisherman who was neither a Kohler striker nor nonstriker.

Sheboygan law enforcement, Heimke asserted, had been up against a stone wall of fear; victims would often not want to file a complaint, or follow through if they did.

> Senator CURTIS. Who were they afraid of?
>
> Mr. HEIMKE. They were—I don't know who they were afraid of, but it appeared as though they were afraid of the strikers retaliating against their property and their homes and the members of their family (p. 9329).

The union's answer to the charge that it had been responsible for the violence and vandalism reflected in the statistics was a simple one. Burkhart pointed out:

> * * * No one on the union side connected with the situation has ever been found guilty of any of these things (p. 8636).

Burkhart's statement took no note of two cases of violence in which the nearby town of Sheboygan Falls furnished the setting, and which respectively involved William Vinson and John Gunaca, the Briggs local's representatives at the strike scene. Vinson was found guilty; Gunaca, by the time of the hearing, had not yet stood trial. The episodes which enmeshed the two men took place within 3 weeks of each other, the first during the abortive June 1954 negotiations between Kohler and the UAW.

The victim in the Vinson case was a Kohler nonstriker, Willard Van Ouwerkerk of Sheboygan Falls, who had returned to his job after the picket line opened up. Around midnight on June 18, Van Ouwerkerk testified, he and his wife were at Zapetto's, a local tavern, when a woman came up, addressed him by name, identified herself as Mrs. Robert Burkhart, and engaged him in conversation about his nonmembership in the union; after a while his would-be proselytizer said that she was going to call someone else to talk to him, but he told her that would be needless, as he and his wife were leaving. Then, as he got off the bar stool, someone hit him in the back of the head.

Van Ouwerkerk, about 5 feet 6 inches tall, and weighing only 125 pounds, said that he never saw his assailant, being knocked unconscious almost immediately.

X-rays of Van Ouwerkerk revealed three or four broken ribs and a punctured lung, from which he contracted pneumonia. During his 3-week stay in the hospital, Vinson was arrested for the attack. Some months later a Sheboygan County circuit court found him guilty of assault with intent to commit great bodily harm, and he was sentenced to a 1- to 2-year term in Wisconsin State Prison, where he ultimately served 13½ months.

In his own appearance before the committee, Vinson, 6 feet 3 inches, and weighing about 230 pounds, admitted the attack and gave as his reason:

> * * * as I came out of the restroom, I heard somebody say "Let's get the hell out of here; there is too many union people here." So I lost my temper and I hit him (p. 8876).

Vinson recalled that he received a "good, stiff bawling out" from Mazey, Burkhart, Rand, Ferrazza, and the officers of his own local—an experience he said he could take because "I got big shoulders" (p. 8894)—but that he continued to take part in strike activities until after his arraignment in early July, when he left Sheboygan for Detroit.

Leo Brierather, local 833's chief steward, testified that no one in the rank and file "really approved" Vinson's deed, but he also questioned Van Ouwerkerk's judgment in going into Zapetto's, noting that it was "like a Democrat going into a Republican convention" (p. 9668).

Despite his "bawling out," Vinson received the union's financial help. From a study of the records of both the international and Vinson's local 212, Committee Accountant Consultant Bellino reported a total outlay to him, or on his behalf, of $10,079.70. Part covered his Sheboygan expenses prior to his arrest; of the remainder, $60 went for bail bond payment, $33.25 for fines for his previous arrests on the picket line for disorderly conduct and disturbing the peace, $190 for attorney fees, and $8,796.45 for his wife from November 1954 to January 1956, the period of his incarceration. Mrs. Vinson's payments were made on a $100-a-week basis, half from the international and half from local 212, representing what her husband would have earned at his factory job.

Questioned as to whether he thought such an expenditure of union funds was proper, Emil Mazey replied affirmatively, saying:

> * * * In this particular case Vinson was in Sheboygan as a representative of local 212, which happens to have the Briggs Manufacturing Co. under contract, and which also makes plumbing ware, the local had an interest in the outcome and success of the strike. I feel that Vinson was a victim of Kohlerism. As a result of that, I felt that we were obliged to do everything we could to provide for his wife and family while he was in jail (p. 8955).

Mazey noted that, in fact, the international paid all costs, including bail bonds, fines, and legal fees, incurred in the wake of any arrests of union members during the strike.

While avowing his disapproval of Vinson's performance at Zapetto's, Mazey asserted his emphatic belief that the sentence meted out to him had been a "raw deal," in which he "had the book thrown at him" (p. 9065). Mazey offered a variety of criticisms of the trial proceedings. First, he said, Vinson was tried on the "wrong statute"; for a "common beer garden brawl" the charge should have been

simple assault and battery. Second, the judge on the case, Judge F. H. Schlichting, "didn't present the charges to the jury properly, in the opinion of our legal counsel." Third, Vinson had received "the stiffest sentence passed in the city of Sheboygan on a matter of this type" (p. 8913); he could have been given 6 months, and in the county jail rather than the State penitentiary, Mazey declared, or he could have been placed on probation because of his "having been a veteran, and never having been jailed before" (p. 9061).

Although the State supreme court had later turned down Vinson's appeal, Mazey noted that the severity of a sentence was not appealable in Wisconsin, according to his legal counsel.

Judge Schlichting himself told the committee that the jury's verdict had been unanimous, as required by Wisconsin criminal law, and that the maximum sentence for Vinson's crime, for which he received 1 to 2 years, is 3 years. The judge also disclosed that just prior to the sentencing the defense attorneys had commended him for fair and impartial conduct of the trial.

Mazey's views on the *Vinson* case as expressed at the hearing echoed those he had expressed on the scene in Sheboygan shortly after the trial's end. On November 10, 1954, he had issued a press statement calling the sentence "extremely harsh," and saying that it raised the question of whether Judge Schlicting was "qualified to serve as a judge in this community." At the same time, Mazey gave more tangible form to his feelings. Part of the union's strike-assistance program for local 833 was to supply the strikers with vouchers to be used to obtain food at local grocery stores. Most store owners had consented to this arrangement, accepting the vouchers and turning them in to the union office in Sheboygan, which would repay in cash.

Among the stores dealing in the vouchers were the Schlichting Market and the Piggly Wiggly Markets, in which Judge Schlichting had a financial interest. Mazey ordered that henceforth no vouchers were to go to these stores.

Both Mazey's press statement and ban on the vouchers stirred a flood of condemnatory resolutions, one from all of the Catholic pastors of Sheboygan, Sheboygan Falls, and Kohler Village, another from the Sheboygan County Ministerial Association, and others from the county medical and bar associations; their tenor was that the integrity of the judiciary had been attacked, and that an "economic boycott" was being wielded in an attempt to influence it.

Far from executing a retreat, Mazey repeated his blast at the judge a week later at a meeting of over 1,500 Kohler strikers. Taking note of the resolutions, he denied that the withdrawal of the vouchers was an attempt to coerce or intimidate the judge, simultaneously pointing out, however, that he didn't believe in "subsidizing people who are enemies of Kohler workers."

Mazey expounded this black-and-white credo to his local 833 audience: "It seems to me that in your contact with these people in the community you ought to put the question, and very forcefully, 'Are you for us or against us?'" This, he said, applied to every person in the community, whether or not he had an interest in the outcome of the strike, for "there isn't any middle ground."

Reviewing his role in the Vinson episode, Mazey told the committee:

> * * * I think any citizen has a right to challenge the integrity of a judge, whether it be on a circuit bench or the Supreme Court, if his conduct is improper (p. 8913).

As to the condemnatory resolutions, particularly those of the churches, he at first asserted that the clergy of Sheboygan, Sheboygan Falls, and Kohler Village were "controlled" by the Kohler Co. Challenged to name names, he softened his charge by saying that the company "influenced" many of them even as the company "influences everything in Sheboygan County." At length Mazey proffered an apology for calling into question the integrity of the churchmen; he was not attacking their spiritual attitude, he explained, but simply saying that "not even clergymen are infallible on material matters" (p. 8930).

Walter Reuther, asked about his second-in-command's attack on Judge Schlichting, disagreed with his criticism of the judge but agreed with his ban on the use of vouchers at the Schlichting grocery stores.

As to the first, Reuther labeled Vinson's assault on Van Ouwerkerk "reprehensible," saying that he had done the union "a great disservice" and that he was "punished as he should have been punished" (p. 10028). But as to the vouchers, Reuther declared:

> * * * When it was a question of where do you buy groceries for strikers with moneys contributed by workers, this seems to me, within our free enterprise economy, our business (p. 10054).

Mazey had issued his instructions about the vouchers after Vinson's sentencing, which precluded the possibility that his move was intended to influence Judge Schlichting in that matter. On the question of whether it might have been taken with some future applicability in mind, Reuther declared:

> * * * I have too much respect for the courts of the United States to believe that (p. 10005).

Looking back on the *Vinson* case, Reuther testified that it had at least given the union some food for constructive thought:

> I think we need to do more to exercise a greater affirmative leadership and direction when local people come in. Mr. Vinson did not work for the international union. He was not sent by the international union. He was not under our authority. Technically an international representative had no authority over him. I think when people come in under those circumstances, the international union is obligated to see to it that these people do not—to exert more affirmative leadership (p. 10007).

Vinson's fellow emissary from local 212 to the Kohler strike, John Gunaca, got into hot water with Wisconsin's forces of law and order in connection with an attack on two men at a Sheboygan Falls filling station on July 4, 1954. Gunaca was later indicted in absentia for assault with intent to commit great bodily harm, the same charge which felled Vinson.

One of the two victims, William Bersch, Jr., testified that he had returned to his pottery casting job at Kohler only the week before the attack, while continuing to hold down a second job at the filling station. On the Sunday night in question, he recalled, a 1953 Buick with three men in it pulled up to the back of the wash rack while he was at the pumps, serving another customer.

When he finally went over to the Buick, the driver, a man Bersch identified as Nick Vrikovic, a Kohler striker whom he knew, asked to have his brakes checked. Told that it was too late in the evening, Vrikovic commented on Bersch's "scabbing" at Kohler and used other language that Bersch described as "pretty rough." He walked away from Vrikovic and into the office to call the sheriff's department.

As he picked up the receiver of the telephone, a wall type, one of the two strangers with Vrikovic walked in; Bersch was facing away from the door but could see him, he said, out of his left eye. The man broke the telephone wire off "like a knife," then, Bersch testified:

> He hit me on the left side of my face and knocked me across the floor about 5 or 6 feet against a steel safe that was in the corner * * * he trampled on me a little bit, and at the same time my father seen that and he came in the office, and then they jumped him (p. 9078).

The elder Bersch, his son explained, had been chatting with him when the Buick drove in, as had a friend, Roland Veenendaal. Bersch, Senior, had come to the rescue with a child's baseball bat he had gotten from one of the cars parked in the station. As Bersch, Junior, came to from his attacker's blows, he recalled, he saw his father in bad straits:

> * * * They jumped on him and beat him up while I was down. I don't know what they hit him with. He got hit in the head and broke a vertebra (p. 9078).

From where he lay on the floor the son could not tell whether his father had been attacked by one or two men, and by the time he stood up they had left. His friend, Roland Veenendaal, however, testified that all three men had followed Bersch, Junior, into the office; Veenendaal stayed only long enough to see some "scuffling," got into his car, drove past the police station, and noticed no one there, and went on home.

The souvenirs of this Fourth of July for the Bersch family were grim ones. Bersch, Junior, suffered a black and blue eye, a jaw so sore it required X-rays, a broken wristwatch and glasses smashed beyond repair. His father sustained multiple bruises and a fracture of the bone at the base of the neck.

Despite these injuries, Bersch, Senior, was able to walk across the road to his home and telephone the chief of police of Sheboygan Falls; he had noted the license number of the attacker's car. Vrikovic was arrested and freed on bail; he had not yet stood trial by the time of the hearings. One of the two strangers with him remained unidentified. From photographs shown him by Gerard Desmond of the Kohler legal staff, Bersch, Junior, pointed out Gunaca as the second stranger. Gunaca was indicted on two counts of felonious assault against both Bersch and his father.

Some 15 months after the filling station episode, the elder Bersch died. The interim period had been a difficult one for him, his son recalled; he had been hospitalized for 18 days immediately after the beating, had subsequently returned 7 times because of complications, had undergone a chest operation, and "never was up and around" after the attack, whereas previously he had worked every day.

Whether there was a connection between the assault on Bersch, Senior, in July 1954 and his death in October 1955 came in for detailed consideration by the committee. The union introduced into the hearing the death certificate signed by Dr. Hansen in which he named congestive failure, heart disease, and arteriosclerosis as the causes of death and gave as the date of onset 1953—a year before the filling station affair. UAW Attorney Rauh further pointed out that this position had been accepted by Lyman Conger in his testimony before the NLRB trial examiner:

> I have a letter from his doctor who says he is in such a condition—not as a result of this episode—but he is in such a condition that he would not be in a position of being called as a witness without danger to himself (p. 8695).

The company introduced an affidavit obtained during the hearing from Dr. Lloyd M. Simonson of the Sheboygan Clinic, where the elder Bersch had received first-aid treatment the night he was beaten. Dr. Simonson's affidavit included among his findings Bersch, Senior's previous history, hospital records, and X-rays, from which he deposed—

> I find the diagnoses of (1) multiple bruises, (2) two bruise lacerations of the scalp, (3) a fracture of the seventh cervical vertebra and arteriosclerotic heart disease (p. 8929).

Senator Ervin noted that the affidavit did not indicate whether Dr. Simonson had ever seen Bersch after July 4, 1954, or seen any hospital records relating to the circumstances surrounding his death.

By the time of hearings 3 years and 7 months after his alleged crime, the warrant for Gunaca's arrest was still outstanding. Gunaca had already checked out of the Grant Hotel in Sheboygan when the warrant was made out, Bersch, Junior, testified; some time afterward, he said, he journeyed to the Michigan State Capitol in Lansing, together with the Sheboygan district attorney, the county undersheriff, and the chief of police to seek Gunaca's extradition. This quest was unsuccessful; Gov. G. Mennen Williams found that there was a "reasonable doubt" that Gunaca would get a fair trial in the "emotionally charged climate" (p. 10052) of Sheboygan and withheld action on the extradition appeal.

As opposed to Lyman Conger's assertion that this withholding of action constituted a "refusal" to extradite, D. Charles Marston, Gunaca's attorney in his appearance before the committee, declared that the extradition had simply been deferred. Marston pointed out that his client was willing to stand trial in any Wisconsin county with an "impartial atmosphere," a criterion he said neither Sheboygan County nor those adjoining could meet.

Marston requested that on the basis of past committee precedents questions pertaining to the indictment not be asked of Gunaca. The Chair sustained this point only with respect to the events at the filling

station itself. Under this ruling, Gunaca, in reply to questioning, testified that he knew Nick Vrikovic, having met him on the picket line and visited him in his home, that he had gone riding with him in a car he knew to be a Buick, and that he had been in Sheboygan Falls "on different occasions" (p. 9126).

Also introduced into the hearings was Gunaca's sworn testimony at an NLRB hearing in Iron Mountain, Mich., a place selected after his refusal to appear before the NLRB trial examiner in Sheboygan had been sustained. In this testimony Gunaca had declared that he had spent the evening of July 4, 1954, in the union-soup kitchen, returning to his hotel room when he left there.

During Gunaca's appearance before the committee Bersch, Junior, identified him once again as his assailant, although he could not say whether Gunaca was also the man who had beaten up his father. Gunaca was silent when asked to comment on Bersch's identification of him, relying on the chairman's ruling that he need not testify on matters pertaining to the indictment.

It may here be noted that in December of last year, some 10 months after the committee's questioning of Gunaca, Governor Williams ordered his extradition to stand trial—in Sheboygan. The Governor's statement, as reported in the State Journal of Lansing, declared that he was "now persuaded that conditions there are as calm as they are likely to be in the foreseeable future."

Of all the variations of climate in Sheboygan over the course of the Kohler-UAW strike, one of the bleakest set in at the start of the second half of 1954. From a high point during the June negotiations, when union officials had expressed open optimism as to the prospects for settlement, attitudes on both sides now began to harden. Signs appeared that the strike might go on considerably longer than the average labor-management conflict, and an indeterminate period of trench warfare loomed in which the antagonists would intensify the use of tried stratagems and resort to new ones.

One of the portents of this new phase was the resumption of plant operations, enabled by a back-to-work movement in turn made possible by the lifting of the mass-picketing blockade. Conger asserted that the return was on a voluntary basis, entirely unsolicited by the company.

The union viewed the resurgence of plant activity with unconcealed distaste. Its official position on the subject, Walter Reuther testified, was that—

> We do recognize the right of a worker legally to go to work if he chooses not to strike, although we believe he is in violation of a basic moral responsibility to his fellow men (p. 10098).

That the union was willing to keep trying for a settlement despite the company's walkout at the June negotiations was attested to by UAW Regional Director Kitzman. Late that month, he said, he sought the good offices of a source other than the customary mediation and conciliation channels—Walter J. Kohler, Governor of the State and nephew of the president of the Kohler Co.

The Governor, Kitzman testified, told him that "he did not know how much he could do," having been "booted out" of the firm and no longer having any official connection with it. Kitzman then proposed

a three-man factfinding panel. He sensed some hesitation, he recalled, and thereupon suggested that to ward off the fear that the UAW might ask for a "completely prounion" panel, he would obligate it in advance to accept as panel members, Harold Storey, attorney for the Allis-Chalmers Corp., State Supreme Court Justice Ward Rector, and anyone else Governor Kohler might select.

> * * * The Governor said to me, "Well, that is not a group of CIO organizers." And I said, "I agree with you."
>
> The Governor called me a few days later, and he said that he had failed in his mission, and he called me about midnight, and he said he had tried this on for size, on at least two of the gentlemen that I spoke about, and that both of them said if this were a sane situation, they would probably move into it, but the kind of a situation that existed, they did not want to do anything about it (p. 8550).

Kitzman testified that shortly thereafter he again tackled Governor Kohler, who then sent an identical letter on July 8 to both company and union, requesting them to submit the issues between them to a qualified and impartial arbitrator chosen by the WERB, and pointing out that a refusal to do so "would be interpreted by the public as indicative of a lack of desire to see the strike at an end, and a lack of confidence in the merits of its case by the party which declined" (p. 8551).

At a special membership meeting at the Sheboygan Armory, local 833 voted unanimously to accept the proposal. The company refused in a reply which concluded:

> You are so far wrong in your suggestions that our refusal to let an arbitrator write a contract for us will embarrass us before the public that we shall see to it that the stand we have expressed in this letter gets the fullest publicity (p. 8564).

The next day a full-page company ad appeared in the Sheboygan Press, reprinting the full text of its letter to the Governor.

Two days later, on July 12, 1954, the union filed charges of unfair labor practices against the company with the NLRB—the start of a marathon wrangle not yet concluded at the time this report was being written.

Company and union differed as to the reasons for the UAW's recourse to the NLRB. Kitzman declared that it had been "forced" by management; Conger declared that the unfair practices alleged by the union, including the company's failure to bargain in good faith, "were well known to them before the strike," but that the union had waited until its "illegal tactics" had failed before it went to the NLRB.

The UAW had timed its move, Conger went on, for the same reason it later "stalled and dragged out" the NLRB proceeding, filing a new set of amended charges, five in all, "every time it seemed about to conclude." That reason, he said, lay in the fact that—

> The pendency of an NLRB proceeding usually bars an election to determine a majority and after filing their charges the union announced that any election to determine a majority was now barred (p. 9501).

Around the time of its NLRB action, Conger asserted, the union had gotten word, via its "secret agents" in the Kohler plant, that a new independent union was being formed, and it feared that this union would seek an election. Conger declared that he had had nothing to do with the new union. He recalled that just prior to the UAW's filing of charges with the NLRB, buttons saying "Independent Union" or "something like that" had appeared and that someone had sent him one in an envelope which he still had in his desk.

That the members of this group did not actively irk the company was apparent from Conger's statement that "probably" some of them were among the 25 people who were recipients of its legal advice when the strike started. These 25, Conger explained, wanted to go to work and filed an action for an injunction in Sheboygan County Circuit Court. That injunction never came to trial, he recalled; the company—

> intervened in it as a party plaintiff, so we could help kind of keep control of it (p. 9575).

Representing the group seeking an injunction was a lawyer named Humke. The same attorney defended "quite a number" of nonstrikers arrested for various offenses, Conger said, including two actions against the plant manager, Biever, which he described thus:

> One was for failure to yield the right-of-way to a pedestrian, and a pedestrian in this case being a mass picketer blocking the highway. And the other case was an assault and battery case, when Mr. Biever walked on the picketline, and the picket bumped him and he was arrested for assault and battery. That case was dismissed (p. 9576).

As for the first case and its outcome, the UAW international representative, Donald Rand, clothed it in less legal terms. Biever, he asserted, was "convicted of running over one of the pickets" (p. 9236).

As the UAW had done for its members in legal trouble, the company paid the attorney's fees in these cases where, in Conger's words, "we felt that this was pure harassment by law officials" (p. 9575). He added that the total cost to the company of Humke's services on this score was $3,000.

On the same day the UAW filed its charges against Kohler with the NLRB, the company took a step similarly calculated not to endear it to the opposition. It hired the services of the Madson Detective Agency, launching a relationship which endured at least until a month before the committee hearings, at a cost to management of $40,000 in fees and expenses.

Madson was not the first such talent engaged by the company, Conger acknowledged. In early April, around the start of the strike, it had taken on, for a total cost of around $3,700, the services of Raymond Schindler of New York, operator of what Committee Accountant Consultant Bellino described as a "labor detective agency" (p. 8853). No one had referred him to this agency, Conger testified; Schindler, he explained, had once appeared before the Kohler Women's Club as part of its "distinguished speaker program," and "So I kind of thought of him" (p. 9540). According to Conger, Schindler's services had been enlisted simply to ascertain who had "kidnaped" Dale Oostdyk, and when the quest proved futile the company had turned to the Madson Agency.

Operatives' reports provided to committee staff members by both the Schindler Agency and a Chicago detective firm subcontracted by him indicated that Schindler's endeavors on the company's behalf had extended beyond a hunt for kidnapers. A report by operator No. 371 noted: "After serving on picket duty again today with Smirke, headquarters soup kitchen was visited." Conger, who previously had testified that no representative of either the company or the detective agency had walked the picket line, asserted:

> I am not sure now that it would mean to me, when I read it at the time, that he was serving on the picket line (p. 8859).

The Taft-Hartley Act makes it illegal for an employer to spy on an employee—an offense called "surveillance." Conger conceded that there was a "paid informant," a woman, in the union strike kitchen, but pointed out that she reported to the investigative agency. This, in his view, constituted a distinction from working for the company itself.

Conger denied that he had "informants" working anywhere else. When asked if he had had detectives going around to various bars listening to conversations, he explained that they were trying to find out "who was committing these acts of vandalism" (p. 8850).

Company President Kohler testified that he had "agreed to the point of a detective agency" because there was "so much vandalism" and because he and Conger "had an idea that our lines were being tapped" (p. 9946). Asked whether all of the activities of the detectives, including the hiring of paid informants, had met with his approval, he declared that Conger had handled all of the detectives' reports and that he himself "did not cover the details."

> Senator KENNEDY. I know you have given Mr. Conger wide latitude, but are you not prepared to tell me today "yes" or "no" whether you know whether the detective agency did more than find out whether your wires were being tapped?
>
> Mr. KOHLER. The reports were not made to me directly (p. 9946).

Although Conger declared that the initial purpose of hiring detective help was "to get evidence of criminal acts of violence and vandalism" (p. 8849), the detectives' reports filed with the committee did not mention this phase of their task until several months after the Madson Agency was hired; the early reports showed, rather, a concentration on an entirely different matter, the background of the UAW international representative, Robert Burkhart.

Under questioning, Conger conceded that the professional sleuthing had reached into fields other than violence and vandalism. The broad purpose of this aspect of the detectives' work, he said, was "to assist us in getting evidence to defend the union's charges against us before the NLRB" (p. 9494). Conger estimated that during the investigation, which he said covered "quite a bit of the country" over about a 4-year period, the detectives had hired some 12 to 15 informants.

He saw nothing reprehensible in all these activities:

> We take the position that we have a right to employ a detective to catch a criminal, particularly when law enforce-

ment officers are tolerating an open reign of terror. And we have a right to use one to obtain evidence needed in the trial of a suit (p. 9494).

Conger was queried as to the success of the first purpose he had cited:

> Senator McNamara. Did this employment of the private detectives and their surveillance of the union headquarters bring about the discovery of any criminals?
>
> Mr. Conger. No; I think they came very close a couple of times (p. 9572).

As to the second broad purpose of Kohler's employment of detectives, Walter Reuther categorically stamped this, in line with the LaFollette committee's findings, as "an improper practice, contrary to the spirit of the law that requires good faith collective bargaining" (p. 10002).

Reuther ticked off a lengthy list of Kohler-endorsed exploits under this heading:

> * * * they spied on the activities and background of a Government attorney while he was involved in the processing of a case before the National Labor Relations Board involving this company in this dispute. I personally think it is a sad day in America when a company employs spies to shadow Government officials while they are carrying out the provisions and their constitutional obligations under the law. That is precisely what they did. They spied on union activities at our strike kitchens, on our picket lines, and they attempted to improperly get information at the hotel where some of our people were living. They interfered with the U.S. mail, as their reports will indicate. They kept track and invaded the people's privacy by finding out about long-distance telephone calls. They spied on the personal lives of strikers and international representatives and union officials. On one occasion their paid spies posed as a law-enforcing agent in an attempt to secure information, under false pretenses. These are some of the things they did (p. 10003).

Conger gave his own version of some of these activities. The investigation of the NLRB attorney, Albert Gore, arose, he asserted, as a result of the statement Gore made to the effect that "if this dynamite-cache thing was solved or some of these vandalisms were solved, it would wreck his case" (p. 9550). This statement, he said, was made in the presence of Police Chief Walter Wagner and in the presence of the Kohler Co.'s detectives and indicated to Conger a strange attitude on the part of the Government attorney.

The detectives reported this to Conger, he said. Later, he added, the progress of the NLRB case was being hampered by "continual" postponements. These delays were not the ones earlier ascribed by Conger to the union's repeated filing of amended charges, but postponements "on the ground of health of NLRB counsel or relatives" (p. 9550). There were, he said, a "good many of them," and when Gore sought an adjournment on the ground that "one of his relatives" had had an operation, Conger was "frankly a little bit suspicious."

He therefore had Madson look into the matter when he went to Chicago. The report, based on two conversations with Gore's wife, who was contacted, in the words of the reporter, "under a suitable pretext," turned up the fact that the relative in question was Gore's father, who lived with them, and that he had indeed undergone a "minor operation."

Conger declared that he didn't regard a minor operation as an "awfully good excuse to postpone a hearing," but that he had made no point of the matter, adding:

> I think that I had a perfect right to investigate whether his reason for asking for a postponement of that case was bona fide or a phony (p. 9551).

As to the Kohler-sponsored inquiries into other individuals, Conger asserted:

> Our purpose was to bolster our defense which, by the way, is still in the picture, that the union was not bargaining in good faith because it was being represented by people who were trying to overthrow all industry, not only the Kohler Co., but all industry (p. 9544).

Investigations had been made of Emil Mazey and Robert Burkhart, and a "spot check" had been made of Frank Wallich, the union's publicity man at the strike scene, and Robert Treuer, his successor. Information was primarily sought, Conger said, "about any subversive background or connection that we could use as a defense in our NLRB case" (p. 9547), a defense, he noted, that the company was in fact prohibited from using.

The report on Mazey, Conger testified, was "pretty much negative," as was the one on Treuer. The check on Wallich reported that he was resigning his post to go to work in Washington for the same Democratic Congressman who employed his wife, and, said Conger, "we didn't think that was an offense." At a later date, David Rabinovitz, the UAW attorney in Sheboygan, came under scrutiny when Madson reported that he had information about a David Rabinovitz who had been connected with the Communist Party in Philadelphia. Conger explained that while to the best of his knowledge the Sheboygan attorney had never been in that city or Pennsylvania, he had given Madson permission to check out the matter, which, it developed, concerned an entirely different individual with a somewhat similar name.

In the case of Robert Burkhart, however, Conger felt that he had struck paydirt. The inquiry into the UAW international representative had produced an affidavit, for which the affiant, a woman, received $350, deposing that Burkhart had been a member of the Socialist Workers Party. This, said Conger "* * * is a splinter Communist group which follows the teaching of Leon Trotsky, and which, I believe, is an even a more revolutionary group than the Russian-Communist type" (p. 9549).

The fact that Burkhart had left the party did not mean that the party had left him, Conger asserted, adding:

> * * * I hadn't dealt with that man for more than 2 weeks before I realized the character of the individual that I was dealing with, and what his philosophy was (p. 9548).

Burkhart himself had previously testified before the committee as to his membership in the Socialist Workers Party. He said that he had joined in 1944 and got out in 1947. The party was included in the U.S. Attorney General's list of subversive organizations the same year Burkhart left it.

Burkhart testified that he had quit the group because he "found that the solutions did not lie there" (p. 8617). He had made no public statement concerning his departure, he explained, because he was at the time "in no position to issue public statements on the matter (p. 8619); rather, he had let it be known to people in the plant where he worked that he was no longer associated with the party.

Another facet of Burkhart's life was also plumbed, Conger testified, because the company expected Burkhart to be a "very important witness" at the NLRB hearing, and "we were looking for any impeachment material possible" (p. 8857). In this part of the inquiry, Conger said, Burkhart's mail and long-distance calls were checked in a cooperative project between the police and the detectives, one he did not regard as illegal because "I believe that any police officer can check up on what long-distance calls are made by anyone" (p. 9564), and also because, as for the mail cover "* * * That was not tampering with the mails as I know of."

> Mr. KENNEDY. Interference or tampering is explained to be any taking of confidential information off a letter or from the contents of a letter. Do you know anything about that?
> Mr. CONGER. No, sir, I do not.
> Mr. KENNEDY. Did you disapprove of this mail checking?
> Mr. CONGER. It was all done before I ever got notice of it (p. 9563).

Conger, who at other points in his testimony had included the Sheboygan city police in his censure of slack law enforcement in the entire county, patently felt that in this regard, at least, they were deserving of credit for a job well done. In response to Committee Counsel Kennedy's comment that if the police, cooperating with the detectives, had turned over confidential information obtained through a mail cover, they had "violated their trust," Conger replied:

> * * * it seems to me that there has been a great deal of to-do made about possible breaches of ethics by police officers who were sincerely trying to do their duty and quell this violence and this reign of terror * * * (p. 9565).

The quarry sought via the mail and telephone checks was information concerning, as Conger put it, "Mrs. Burkhart, or the alleged Mrs. Burkhart's status, where she came from and whether she, too, had been a former or present member of a subversive organization" (p. 9564). This, Conger explained, would establish not only her "status and credibility," since she, too, was active in union affairs, but Burkhart's credibility as a witness, as reflected by the fact that a man would "hold out a woman as his wife publicly, who is not his wife" (p. 8857).

Introduced into the hearings was a letter of April 3, 1955, from a Madson detective to Conger from Milwaukee, where Burkhart was then living. The letter reported that Lt. Henry Kuszewski, of the Milwaukee Police Department's morals squad, had been furnished with photographs of the Burkhart couple and information that Burk-

hart had never been divorced from his "true wife," and that Kuszewski had advised that—

> If he determined that these people were living together as man and wife at this area, that his men would follow with an arrest if it was desired. He said that this arrest would be made during the middle of the night when it could be positively proven at the time that they were living together as husband and wife (p. 8856).

Subsequently an arrest was made on a charge of disorderly conduct. Senator Kennedy observed:

> If that isn't the most despicable business that a company can be involved in. It has nothing to do with the union business; it has nothing to do with subversive activities, but merely an attempt to smear and discredit the leader of the union with nothing that was any of your business, but just his private business. * * * I am not defending Mr. Burkhart's conduct at all. What I am talking about is your conduct, Mr. Conger, in stimulating a raid on a man's home in order to arrest him and a woman in order to discredit the union.
>
> Mr. CONGER. I will say, Senator, that in my opinion any citizen has a right to report a criminal act to the police at any time (p. 8857).

Another project of the detectives employed by the Kohler Co. ranged less far afield than Milwaukee, concentrating, indeed, right in Sheboygan. As Steen Heimke, then captain of police in Sheboygan, recalled it—

> two Madson men asked me where the union stayed, and I told they they stayed at the Grand Hotel. They said "Do you know what part of the building?"
>
> I said, "I don't know. What difference does that make?"
>
> They said, "Well, we would like to find out what is going on in there."
>
> That is all I heard (p. 9339).

Under questioning, however, Heimke remembered a bit more of the conversation. The detectives had told him that they wanted to put a tap on the room used by the UAW people as their headquarters; he replied, he said, that he didn't know what room the union was in, what the capacity was for tapping, and that "that was their business, but we weren't going to be involved in that."

Heimke, who asserted that he had "good, clean, law enforcement," and that his police had never tapped a line or bugged a room, was asked why in that case he had seemed so willing to be helpful to the detectives and why they had come to him at all. Heimke replied that Madson and he had been friends for 20 years.

> Senator KENNEDY. If bandits came along and asked you the location of the First National Bank and how to get in there, what the guards were, and the conversation took 2 minutes, and the bank was later robbed, do you think you would be a party to that illegal act?
>
> Mr. HEIMKE. There is no comparison.

Senator KENNEDY. Why isn't there?

Mr. HEIMKE. Elmer Madson, a former member of the FBI and with a nationwide detective agency, I have the greatest confidence in his ability, and if he could be of some assistance to us without our department becoming involved, that was—he was hired to do a job.

Senator KENNEDY. Chief, that is the strangest statement of responsibilities of a law officer of Wisconsin or any other State that I have heard. If your sensitivity to illegality is so dull that you did not see that you were a party to an illegal act, it puts in question many of your actions in this whole strike.

Mr. HEIMKE. First of all, the act has to be committed for it to become illegal.

Senator KENNEDY. Do you know whether it was committed?

Mr. HEIMKE. To my knowledge it was not committed.

Senator KENNEDY. Are you ready to say whether it was committed?

Mr. HEIMKE. I do not know for sure. Elmer Madson is the only one that would know (p. 9347).

Walter H. Wagner, who was then Sheboygan chief of police, and who revealed that it was on his recommendation that Conger had hired the Madson agency, testified that he introduced Madson's associate, Al Adams, to the manager of the Grand Hotel, and that Adams "was pointed out where the union officials had their office" (p. 9422) Wagner would not say that the introduction was arranged so that Adams could bug the room, but conceded that it was for at least a "discussion" of bugging. To his best information, he declared, the room was never bugged.

Wagner was reminded that several days prior to his appearance he had told a committee staff investigator that he did not know whether the room had been bugged or not, and was asked how he could now positively assert that it had not been bugged. He replied that he "certainly would have heard about it" (p. 9422) if it had been.

Conger testified that he had had some discussion with the detectives over the possibility of "putting a mike in a room next door" to the union hotel quarters, and that, although he knew of no law that would have made this illegal, he had vetoed the proposal because he was "very sure" that a bug would have secured information on legitimate union activities which he "was not concerned with and didn't want reported" (p. 9560).

When Conger rejected the suggestion that he had in mind just a temporary postponement of the bugging plan, he was read extracts of reports by the Madson people noting that a "check" had been made of the situation regarding room 30, the union quarters at the Grand Hotel, and that—

> * * * Upon recontacting Mr. Conger, no further action is being taken at this time regarding this matter, which is not being explained fully here, inasmuch as Mr. Conger is aware of the same and has requested that we hold this line of investigation in abeyance pending the outcome of the NLRB hearing

in Sheboygan during the week of February 7 through February 12.

Mr. CONGER. Yes. That is not very good language in that report. What actually happened was that I was busy with a hearing, and told them not to do it, and that we might discuss the matter fully later. I don't know that we ever did discuss it. At any rate, instructions were always not to place the microphone there, and it never was placed there.

I am very confident of that. At least, I never received any reports from it or any reports that might indicate that they came from any microphone or any source of that type (p. 9561).

The union hall, just around the corner from the Grand Hotel, was also a focal point of interest to the detectives, Conger acknowledged:

* * * I have no doubt that they did watch the comings and goings at the union hall, particularly after dark, and I know they collected some license numbers of some cars around some of the union hangouts, and tried to get whether those same license numbers were going to appear some place in connection with vandalism.

Senator MCNAMARA. Don't you think that this is at least verging on the employment of labor spies and is that not an illegal act under the Taft-Hartley Act?

Mr. CONGER. No, I believe it isn't even close to it, Senator. I believe that we have a right to hire private detectives to catch a criminal at any time, whether he be a union member or a nonunion member.

Senator MCNAMARA. Then does this imply that all of these people around the union hall were criminals, and therefore it was legal?

Mr. CONGER. No; it implies that they were logical suspects * * * (p. 9572).

While availing itself of professional detective services, the Kohler Co. also utilized the alertness of its own employees. Under the immediate direction of Gerard Desmond of the company's legal staff, some 10 to 15 people built up a so-called strike incident file, which, however, also contained "general information," whether strike related or not, on the strikers, Desmond testified. Eventually the data so compiled—from newspapers, union strike bulletins, affidavits and so on—grew so "cumbersome," as Conger put it, that it was set up in four large record books, a compendium on 742 different strikers in all.

The chief reason for this project, Conger said, was to get evidence to use before the WERB in the company's move to have a stop put to the mass picketing, and later the violence and vandalism. Subsequently, he went on, the records were used "to justify before the NLRB the discharge of the people that were discharged."

Among the black book items read before the committee were these:

Herbert A. Hall, clock No. 7651, July 1, 1954, grabbed in the car window of Edward C. Bunke, as he was leaving the plant, then withdrew and yelled "I'll bash your head in." See Bunke's incoming call, July 8, 1954. Very vile language and

congesting traffic. See William Sullivan's affidavit, August 21.

* * * June 12, 1955, provoked the incident in which Carl Darovich was struck on the right chinbone by Walter V. Meyer at the E & R Grill in Sheboygan. See Carl Darovich's affidavit, June 15, paragraphs 2 to 7 inclusive (p. 8852).

Also among the items read were these, respectively concerning strikers James Seubert, John Melger, Carl Gorr, Jr., and Henry McGray:

February 12, 1955, one of the six pickets dressed as Abe Lincoln in February 12, 1955, photo in the Milwaukee Journal.

June 12, 1954, was with a group who made general nuisance of themselves at Paul Lindekugel's 15th wedding anniversary.

On two occasions his son, about 12 years old, molested Carl Merta's 5-year-old daughter, calling her names and saying her daddy is a scab. The second time he flicked his finger in her eye.

May 2, 1955, playing catch with J. Van Engen, another striker, on the road at northeast gate. Came on company property several times to retrieve the ball (p. 8841).

Conger explained that his instructions to Desmond and his helpers had been not to "try to be labor lawyers" but to include anything they thought would interest him, and that he then would cull the significant from the insignificant. Even from the latter, he asserted, inferences could be drawn, for example, that the "doctrine of hating" was being instilled into "innocent children." The retrieval of the ball from company property was, he pointed out, a "trespass," not one he personally would have taken note of, but "you have a certain number of sea lawyers around any place" (p. 9558).

As for the Milwaukee Journal item about the picket who dressed up as Abraham Lincoln, Conger explained that though the item was of no particular interest to him, his secretary, who had taken over keeping the books, thought it might be; he didn't, however, feel that there was "any great espionage" in noting down an item which had already appeared in the public prints.

Senator Ervin observed:

* * * it would appear that the girl or whoever kept those records was more thorough, I hope, than the recording angel (p. 8842).

It would also appear that the company had no corner on the literary output in Sheboygan during the course of the strike. The while Kohler chroniclers were at work, union scribes, too, were busy, recording tidbits from inside the enemy camp.

Since the start of the strike, the union has published a daily strike bulletin financed by UAW international funds. This mimeographed publication, when plant operations resumed, began featuring such items as these:

The secret agents are handing in reports about the new independent union being formed inside the Kohler fortress (p. 9011).

> Secret agent U–2 reports that Herbert V. Kohler has authorized the printing of 75,000 copies of the company's propaganda regarding Gov. W. J. Kohler's suggestion to submit the contract issues to arbitartion (p. 9014).

Even as with the company's archivists, the bulletin could occasionally not resist recording notes of a more personal nature. It passed along word that Secret Agent U–2—

> Cleared up a mystery when he informed us that Lyman C. Conger's middle initial stands for Columbus (p. 9014).

Information that union strategists would find of considerably more use was purveyed after the strike had turned into a test of economic muscle:

> Incoming orders at the Kohler Co. show a steady drop—the only quantity of invoices is for small, petty items; fittings, parts, etc. The other day none other than the bathtub baron was pacing around the office, according to one of our inside reporters, fussing about the lack of orders (p. 9025).
>
> Bathtubs are still being piled three high in the shookshed (one of the two huge, all-steel twin buildings located east of the plant proper). When this gets filled, a reliable source has informed us that the so-called equipment shed located next to and north of the shookshed, will be used next for storing the customerless tubs (p. 9027).
>
> There still is an insatiable demand for vitreous china plumbing fixtures, but Kohler's vitreous products are piling up—even though the total salable vitreous production is only 50 percent of the prestrike figure. Shipments are way off. Strikebreakers haven't been hired for months. The volume of incoming new orders is on a definite decline and cancellation of old orders are coming in daily (p. 9028).

UAW International Secretary-Treasurer Mazey was questioned about the bulletin's avowed reliance for these nuggets about the company, on the people it variously termed "secret agents," "inside sources," and "inside reporters." Mazey dismissed these phrases as a "gimmick of one of our public-relations people who thought it was funny and a joke" (p. 9024). Whoever authored them, he said, had made an "improper choice of language," and had probably been watching "too many TV dramas" and the fact that the items were published showed that they were quite different from Kohler's "secret reports" on individual employees.

Mazey asserted that information about activities inside the plant came from strike sympathizers who had had to go back to work, from their relatives, from hearsay, and from gossip in bars, possibly even from Kohler detectives bent on planting false rumors. All this, he said, applied even to such tangible data as Kohler inventories, shipments, and sales. A precise item that the company had spent $11,400 mailing out to all known clergy in the United States a speech of its president, he thought, might have come from a Kohler public-relations man talking too freely at a public tavern.

Introduced in evidence before the committee was a newspaper article indicating that union officials had gone beyond the strike bulletin in

vaunting their pipeline into the plant. In a Wall Street Journal roundup of the Kohler strike situation of August 17, 1956, appeared this paragraph:

> The UAW claims to have an accurate count of railroad boxcars and trucks which have left the plant since the strike started. It also claims to have many spies in the plant, fellows who are playing both sides of the fence. They are working, but playing ball with the union to be on the safe side if the union should ever win its way back into the plant (p. 9257).

Donald Rand, UAW international representative who had been among those interviewed by the Wall Street Journal, was asked why the article had been reprinted in toto in the union publication, the Kohlerian, if the information about the "spies" was wrong. He replied that there were "many good things" in it, and that it was "not often that we get good articles in newspapers" (p. 9258).

The strike bulletin and the union's nightly WHBL radio broadcast, also financed by the international, provided the UAW with a potent voice in the Sheboygan community, along with such media as newspaper advertising and sound trucks. Whether the union's use of its channels of communication was a force for good or for evil depended upon the beholder. The union maintained that its purpose was to inform and to counsel, and indeed to prevent violence; the company that it was to inflame and, indeed, to incite to violence and vandalism.

A new type of item which began to appear in the strike bulletin in August 1954 provided a case in point. The time was a tense one; the first Kohler-UAW talks since the company's walkout at the end of June and the union's filing of the NLRB charges in mid-July were underway.

The union had requested these renewed negotiations in a letter to Herbert V. Kohler on July 23; Kohler replied that the company would attend a meeting on August 4, but warned that there would be "no point in further long and protracted meetings" if the union's bargaining proposals did not vary substantially from its end-of-June position.

A week after the talks resumed, the union, in the interests of what it called a "speedy and honorable settlement," cut its wage demands by 50 percent: from 20 cents an hour plus 10 cents more for skilled workers, to 10 cents an hour plus 5 cents more for skilled workers. It changed its demand for a union shop to maintenance of membership with a self-renewing checkoff of union dues. It continued to press for a noncontributory pension plan guaranteeing minimum standards equal to UAW–CIO pension benefits; for making the discharge or discipline of workers subject to arbitration; for provision for layoffs according to seniority only; and for a 4 percent lunchtime allowance for enamel-shop workers and pottery dry finishers engaged in continuous three-shift operations.

The company replied on August 13, calling the union's demands "virtually the same" as in June and varying "in terminology rather than in substance" from its prestrike demands. Kohler stood by its earlier offer of a 3-cent-an-hour wage increase; rejected a blanket increase for skilled workers; would not agree to make the pension plan noncontributory; said it would submit to arbitration the contract's interpretation and application but not "vital management decisions"

like the discharge or discipline of workers; rejected layoffs on a seniority basis only, maintenance of membership, and paid lunchtime in the enamel shop; as for the pottery dry finishers, it noted that it planned to discontinue the third shift in this operation.

At a meeting the same day, according to the NLRB trial examiner's report, Harvey Kitzman asked if the company's letter constituted its final offer and Conger said it did. Thereupon—

> Kitzman stated that the strike could not be settled on that offer, and commented that it amounted to asking for an unconditional surrender from the union. Conger agreed that that was correct.
>
> Graskamp also inquired if the company had made its final offer and if there was room for any further movement on the company's part. When Conger stated the offer was final, Graskamp replied, "If this is the company's final offer, the hinges on the door are in good working order and you can use them."

The company's representatives got up and walked out. Three days later the union notified management that its members had voted to reject the company offer and to continue the strike.

A note reminiscent of the June negotiations had been struck at the August talks when management had complained of a new eruption in Sheboygan. This was neither vandalism nor violence, the basis of the company's June complaints, but a new development labeled a "home demonstration." As in June, the company had blamed this on the union, warning that its continuance would be cause for breaking off the talks.

Conger recalled that such visitations had begun around August 4 and that their essence was as follows:

> Nonstriking workers returning home from work were met by mobs of 200 to 500 shouting epithets and threats and intimidating them and their families (p. 9502).

The talks ended but the demonstrations lingered on, and it was to these that the union strike bulletin was now devoting some of its pithiest prose.

On August 10, prior to stoppage of the negotiations, the bulletin reported:

> Jumpy nerves. Math Eberhardy, William Hartenberger, Martin Hasenstein, and Robert Hensel live on Sheboygan's North 21st between Cleveland and Garfield Avenues, half block south of St. Domenick's Church. All of them are scabs. Each night a royal reception awaits them when they arrive home from strikebreaking. The crowd of Kohler strikers and their sympathizers is increasing nightly (p. 8755).

Another item on August 19 read:

> Company shutterbugs and legal beagles are always present at the various demonstrations at scab neighborhoods. Could it be that they have noticed that some of their scabs are not showing up for work after they have had a homecoming reception? (p. 9224).

UAW international representative Donald Rand testified that he had attended at least one demonstration, but denied any part in planning such affairs. Asked how he happened to know the demonstration was in prospect, he explained that he had been apprised by telephone that Kohler representatives were going to be at the home in question, with a company photographer, "secreted" inside, and that he had gone out to check up on the matter.

> Senator CURTIS. Do you think the company was stirring up these home demonstrations?
>
> Mr. RAND. Senator, it is inconceivable to me to think that the company would be out there before the crowd got there.
>
> Senator CURTIS. You are referring to this photographer?
>
> Mr. RAND. Photographers, yes, plural. I might say that one of the interesting parts about my experience in Sheboygan, and it happened in this particular instance, or one of these, at least, every time I was any place, one of the Kohler Co. photographers would snap my picture. How they got there with their camera at the time I did, I don't know. They were there (p. 9221).

Rand admitted that he offhand could think of no strikers who had been subjected to these mass receptions, but insisted that the union had nothing to do with them nor did he think that the strike bulletins had helped promote and encourage them; it carried many items, just as the local press did, he noted, concerning "anything of interest to the community" (p. 9223). Rand conceded, however, that the bulletin had neither condemned the demonstrations nor done anything to put a damper on them.

Walter Reuther agreed that the union had not provided enough "affirmative leadership" to discourage the demonstrations, even though, he said, he had checked into the matter and "did not think" that the union had organized them. Reuther counted the union's failure to exercise any dissuasion in this regard as another of the lessons gleaned from the strike, adding that he didn't think "you could win industrial disputes in front of people's homes" (p. 10008).

If, as UAW witnesses asserted, the demonstrations were "spontaneous," some achieved a sort of endurance record for spontaneity. One recipient of these attentions testified that he and his nonstriking neighbors had been favored not just once, but over a period of 2 weeks.

The victim was Robert Hensel, one of those for whom a "royal reception" was provided, in the words of the union strike bulletin of August 10, 1954. As Hensell recalled it, his contact with the home demonstrators began shortly after he returned to his job at Kohler toward the end of July. The first day, he said, there were 6 or 7 demonstrators, about 15 the next, about 30 the next, and ultimately 150 to 200 "and possibly more." Five nonstrikers, all told, lived in the same block, Hensel explained, and the treatment meted out was collective.

The visitors covered the whole block, on foot and in cars. A good many, he thought, were spectators, including women and children, but "quite a few" were strikers he knew, although "you didn't stand around to watch to find out actually who they were."

> Mr. KENNEDY. What were they doing in front of your house?

> Mr. HENSEL. They would stand around and holler, and yelled scab, yellow belly, or coward. Oftentimes you didn't pay too much attention, because there was such a terrific noise, and then tension and strain, and you were glad to get out of there (p. 8752).

Hensel, who, as mentioned earlier in these pages, had worked in the Kohler pottery casting department for 18 years without contracting silicosis or any other ill, and who had commented on that score that he could do anything else a man of his age could do, testified that he had also been equal to the challenge of demonstrators massed outside his home:

> Most of the time I had enough room to get through, on most occasions, I mean, they didn't seem to block me out, as much as I could tell, although at times they closed in slightly or made gestures of possible moving toward me, but I was never actually touched. One particular evening, on a Friday evening, I remember, I believe it was the second week that this was going on, I came home from work and my driveway was full of many people * * *.
>
> I kind of expected that probably they figured I was mad enough that I might do something, give somebody a push, but I knew what the score was, and I wiggled my way through and went into my home. I didn't touch nobody (p. 8756).

Lyman Conger, queried about the suspicions aired by Donald Rand as to the company's role in the home demonstrations, replied:

> No, we did not sponsor them or promote them, and we had no way of doing so. We had no way of getting a bunch of strikers and strike sympathizers out to harass one of our employees.
>
> * * * Now, we weren't interested in scaring people away from work and we were interested in having them come to work (p. 9591).

On August 19 the company followed through on its interest, Conger testified, by asking the WERB to do what it had set out to do in late May—seek an injunction to enforce its May 21 cease-and-desist order, an action at that time rendered unnecessary when the union agreed to comply voluntarily.

The company, Conger said, now supplied the WERB with evidence showing that the union had violated its pledge to comply.

All through the summer, Conger explained, there had been "technical" violations of the WERB's limitations on picketing, as when there was more than one picket than its order specified, or when, in the face of instructions to allow a 20-foot space in the picket line, with no pickets, and no trespass—

> * * * immediately the pickets proceeded to block off all alleyways and all entrances to the plant, with rocks, and stones, and concrete cans, and left only a 20-foot opening, and it was at such an angle that a man had to practically stop his car to drive through (p. 9575).

The technical violations did not concern him too much, Conger testified; rather, it was the home-demonstration phase which prompted

the move for an injunction. The WERB so petitioned the Sheboygan County circuit court; on August 31 the court granted the injunction, and, said Conger, the demonstrations ceased.

Presiding on this matter was not Judge Schlichting, who had heard the original WERB petition for an injunction in May, but Judge Arold F. Murphy, dean of Wisconsin's circuit court judges, then rounding out a quarter of a century on the bench. Judge Schlichting testified that at the time he was a "comparatively new judge," with a "very busy" circuit and considerable work, and that in June he had begun a large calendar in Manitowoc County, the other county in his circuit. His schedule precluded devoting the 2 weeks estimated as needed on the injunction application, he said, and both parties agreed that Judge Murphy be called in.

Within minutes after issuing the injunction Judge Murphy offered his services as a mediator in the Kohler-UAW dispute, thus joining a select company which already included, or would later include, the mayor of Sheboygan, the common council of Sheboygan, the Governor of Wisconsin, Federal judges in Wisconsin, the WERB itself, a subcommittee of the U.S. Senate, and members of the Protestant, Catholic, and Jewish clergy. In all these instances without exception, Walter Reuther declared, the union agreed and the company refused to cooperate.

Judge Murphy told the committee that he had had considerable experience in labor disputes, having been involved in five cases in which injunctions had been sought, in which he had issued two and denied two; besides formal court hearings, he had participated in "at least a dozen" labor dispute matters.

Judge Murphy's story of his role as would-be Kohler-UAW peacemaker provided the committee with its only neutral account, firsthand, of the nature and tenor of negotiations between company and union.

As the judge reconstructed his entry into the arena, it was made in the form of a conference in his chambers with attorneys for the UAW, Kohler, and the WERB. At his proposal that mediation efforts be resumed with himself as one of the mediators, UAW Attorney Max Raskin "quickly acquiesced"; Conger said that he would not refuse to meet but that he thought any further meetings "futile." Judge Murphy recalled:

> * * * my reply was that, of course, anybody entering the meetings with the idea that the meetings were futile would make them futile. That conversation was not very long, and it was quite quickly agreed, maybe a matter of 5 minutes, that meetings would be resumed (p. 8970).

The chief Federal conciliator who had presided at previous talks was contacted, and an initial series of two or three meetings took place almost immediately, their locale the county board room of the Sheboygan County Courthouse. The sessions were unproductive and considerable "unfriendly feeling" was evinced by both sides, even to seeing to it that their numbers were evenly matched, Judge Murphy noted, adding:

> I never believed that it was coincidence that because there were seven members on the union side, there would be seven members on the company side (p. 8972).

In mid-September talks resumed with a 2-day session. Nothing was put in writing, but, after this second round, the judge was hopeful; he felt that most of the questions had been "quite well resolved," with the union giving much ground, indicating that it would accept, although not entirely satisfactory, a "seniority clause pretty well dictated by Mr. Conger," a provision for insurance benefits which bettered the previous arrangement although not fully to the union's approval, and a pension plan in which the company would "write their own ticket" (p. 8972).

At one point, Judge Murphy testified, he taxed company negotiators with quibbling; this came about in a discussion of the wording of a "discharge clause" which he had suggested as a substitute for the touchy arbitration clause. Conger, he said, would accept neither "good cause" nor "good and sufficient cause" as a basis for discharge, proposing instead a clause containing the words "inefficient, neglect, and misconduct." The judge noted:

> Inquiries made were "Misconduct where? At the corner tavern, do you mean at home, on the streets, or do you mean while at work?"
>
> The union strongly objected to the word "misconduct" because of its very connotations (p. 8976).

Generally speaking, however, the judge felt that it was possible to bring company and union together. His confidence, he explained, was generated at a meeting he had alone with Conger at a hotel in Manitowoc, on the way to his own town. Riding home with one of the Federal conciliators, he had had the thought that it would not hurt to meet with Conger alone; his companion agreed, saying that more might be accomplished if both got their "hair down." Judge Murphy stopped off along the road and telephoned Conger; that night they held a 2-hour discussion in a room secured by the judge.

The chief topic was the wage issue. Conger, he said, never gave him a "firm promise" that the company would increase its 3-cent wage offer, but he gained the inference nonetheless:

> Mr. Conger's language was this in response to my question at least two times, "You do not mean to tell me that the door is closed on the question of some increase over 3 cents?"
>
> He replied at least twice, "I do not say the door is closed on the increase in wages" (p. 8973).

The judge then went to the union representatives, who indicated readiness to concede on all issues except the question of how many strikers would be rehired; they also wanted something a little better than the company's 3-cent offer, he said, if only as a "face-saving gain" (p. 8973). Kitzman authorized Judge Murphy to tell management that the union would be willing to accept a 7-cent-an-hour increase—a 3-cent drop from its last wage proposal of the month before.

Judge Murphy's next mission was a meeting at the Kohler plant, where he reported the union's willingness to take 7 cents and also, on his own, reported that the union would accept 5 cents; he felt confident, he testified, that if he could get Kohler to make a firm offer of this sum, he could persuade the union committee to accept it. Later, he recalled, he told Harvey Kitzman that he had suggested a 5-cent settlement and that Kitzman had "made no objection to it" (p. 8977).

The proposition he put forth at his meeting with the company, Judge Murphy said, was as follows:

> "Assuming that the 20-minutes lunch period for enamel workers is out, assuming that the seniority clause in the contract has been resolved, assume that the insurance question has been resolved, assume that the pension plan will be left entirely with the company, and talking only on the question of an increase over the 3 cents already offered, do you men feel there is ever going to be made an offer of something more than 3 cents?" (p. 8974).

The reaction, the judge recalled, was that—

> * * * Mr. Conger, speaking for the group, made the flat, unequivocal statement that there would be no further increase over the 3 cents offered by the company. Mr. Kohler, Herbert Kohler, discussed at the meeting statistics that he had which he claimed, and maybe they did, establish that the wages paid at Kohler Co. were the highest in the area, and that they were high on average hourly and weekly wage in Wisconsin (p. 8974).

Asked whether the company offered any elaboration of its position, Judge Murphy said that none was forthcoming at that particular meeting, although, he added, at one of the earlier courthouse sessions Conger had declared—

> * * * that in the past when the company had made an offer of an increase in wages, and the company later maybe increased their first offer, that then it invariably resulted in the union going all out and making a larger demand, and that he was not going to offer any further increase (p. 8974).

The judge declared that it was "perfectly obvious," through all the negotiations—

> * * * That the attitude of the Kohler Co. was that the strike had been won, and that they had the union beaten, and that there was no point in their receding from any position that they had taken.
>
> I am not quoting language. You are asking me now about an impression and how I felt. Definitely the attitude of winners (p. 8975).

He also reconstructed some comments by Conger often quoted by the UAW. The statements had not been made to him alone, the judge pointed out, but at a time when "many people" were present. Conger, he said, had declared:

> That the strike in 1934 had resulted in 20 years of labor peace, and they expected that this strike would bring about the same result * * * that they were going to teach the union a lesson (p. 8975).

Conger's version of this was as follows:

> The statement that I made to Judge Murphy was this: He made a remark which I, correctly or incorrectly, I don't know which, assumed to mean that there must be something

wrong with our labor relations policy because we had had a strike, and I asked him if he could point to many companies in the country that had 20 years of labor peace without a strike, and 20 years without a strike.

That is the reference I made to the 20 years of labor peace.

Mr. KENNEDY. He also said that you were going to make a statement that you were going to teach the union a lesson.

Mr. CONGER. I made a statement to them that they had to learn the lesson that we were not going to reward violence and illegal conduct, and that we were not going to yield to that sort of pressure (p. 9578).

If the wage issue was a problem, the question of the rehiring of strikers was an "almost insurmountable roadblock," as Judge Murphy put it. Conger, he said, told him that "probably 50" would never be rehired, "subject to go up or down depending upon developments," and that this issue would not be subject to arbitration. The company, said the judge, based its adamance against rehiring these men—

* * * upon the claim that they had been troublemakers, and that they had violated the law, and that they were guilty of violence, and that they were guilty of misconduct on the picket line, and for what the company considered good reasons would not be rehired under any circumstances (p. 8975).

The end of September saw the third and final series of the meetings Judge Murphy had brought about. The very last of the sessions was attended by Emil Mazey, his only such appearance, the judge recalled. He said that he offered Mazey and Kitzman, who was also present, a suggestion for solving the rehiring problem, asking:

* * * Whether there wasn't some device whereby the union, maybe, should take care of those men by getting them employment in other places; that was turned down on the proposition that those men had a right to have the services of their union carry on their battle for them, and that those men would have a right to feel that they had been let down (p. 8979).

Later, testifying before the NLRB hearings, Mazey himself recalled of this last meeting in September 1954:

* * * Judge Murphy said that the question of wages, a general wage increase, the question of arbitration and return of the strikers to their jobs were the three main basic issues that were keeping the union and the company from reaching a settlement. * * * I disagreed very sharply with Judge Murphy. I said that the balance of the issues were still in the picture, and that the question of the return of the strikers to the job was not an issue; that the union would insist on every striker being returned to the job without discrimination if a settlement were to be reached with the company (p. 8978).

Read this at the committee hearings, Judge Murphy agreed that that was what Mazey had said, in substance, at the Sheboygan courthouse finale on September 28.

When this meeting ended, the judge said, his feeling was a "disconsolate" one:

> * * * I felt that I have voluntarily offered to engage in a useless procedure, and I felt that the meetings amounted to gathering goat feathers (p. 8976).

He was asked:

> Mr. KENNEDY. * * * What was your impression as to whether the company was willing to bargain with the union?
>
> Judge MURPHY. If you are inquiring about the question of bargaining in good faith, that very question is now before the National Labor Relations Board for decision and involves, of course, many legal considerations.
>
> I am not going to, and I have no right to, accuse either party to the negotiations proceedings of bargaining in bad faith. But I got the distinct impression after the second series of meetings and after Mr. Conger had told me upon inquiry from me if there were any men who would not be rehired if the strike was settled, and he said there were many men who would never be rehired.
>
> * * * That type of negotiation to get anywhere, to be successful, cannot be a one-way street, and it must result in compromise. And compromise, or implicit in compromise, of course, is the give-and-take attitude. What was in the minds of the bargaining committee or in the minds of the Kohler officials representing the company, of course, is a mental process not susceptible of any direct proof, and you could only take what was said by them to come to a conclusion whether they were bargaining in good faith or not bargaining in good faith (p. 8976).

On the important question of whether the company was bargaining in good faith with the union, Judge Murphy had this to say.

> Judge MURPHY. Well, if bargaining means being physically present at a meeting, and willing to discuss and willing to listen, there was bargaining. But if it means anything more than that, I doubt that it could truly be called bargaining, while I was present (p. 8977).

Company president Kohler commented as follows on the efforts by the judge to effect harmony:

> We appreciate his good offices, but we felt he was unrealistic, and neither the company nor the union, as far as I know, agreed that he had a proper estimate of the situation (p. 9944).

With the demise of the September sessions, the UAW-Kohler strike moved into its first winter—one that was to provide only cold comfort.

No letup appeared in the destructive zest of the vandals; their handiwork punctuated even the period of Judge Murphy's valiant mediation attempt. During that month rocks were thrown at the home of local 833 president Graskamp, breaking a picture window. This particular form of havoc seemed a seasonal favorite; in the same 4

weeks the Kohler Co. publication, People, recorded 6 such instances to nonstrikers, along with 22 other assorted incidents.

Among these victims was Mrs. Arleigh G. Gosse, who had just gone to work in Kohler's brass division; Mrs. Gosse lived a way out and, as she remembered it—

> * * * It was harvest time, corn time, and our corn chopper was damaged. They put a good sized bolt in the cornstalk, and when my husband went to chop, it ruined our whole chopper (p. 8763).

Another nonstriking employee, John Elsesser, a Kohler foundry worker since 1950, met with violence in a local tavern. He and a friend found themselves the only nonstrikers at the bar, amid some eight "union boys," he recalled; taunts of "scab" turned to more physical signs of displeasure, and he was kneed and kicked in the groin.

Elsesser appears to have been a particularly recurrent target. Other than his September experience, he testified, an unsuccessful attempt was made to dynamite his car; paint remover was daubed on its hood; four or five windows in his house were smashed in one swoop, and two others broken on other occasions, once by a ball bearing or pellet from a pellet gun, and the second time by a rock; milk bottles were thrown on his front lawn and roofing nails on his driveway; and he was also subjected to telephone harassment.

Elsesser's most expensive misfortune, reimbursed by the insurance company for $700, took place one night while he and his family were watching TV. Two jars filled with paint were simultaneously hurled into his living room and bedroom, splattering rugs, drapes, walls, ceilings, and front porch. This untidy weapon, popularly referred to as the "paint bomb," reached its peak use in November 1954, even as the smashing of picture windows had been the mode in September.

Gerard Desmond, the company's misconduct authority, described the paint bomb as follows:

> * * * A paint bomb was a very large light bulb, the top of which was cut off right below the metal portion that fits into the socket. That part was filled with paint and then friction, generally black friction tape, was taped around the top, which was cut off, and that was thrown into the homes by the windows.
>
> Senator McNamara. The term "bomb" doesn't indicate dynamite or powder or anything, but it was just glass with this tape around it to reinforce it, was that the idea?
>
> Mr. Desmond. There wasn't anything to explode it, except when it went through the window it burst and then exploded all around the home. In addition to that, Senator, there was an additional type of so-called bomb, and that was glass jars, pint jars, with the regular screw top (p. 8819).

Sheboygan Chief of Police Heimke reported that of his file of 930 complaints, 43 concerned acts of paint bombing, 41 against nonstrikers' and 2 against strikers' homes, but that he was never able to track down the source of this vandalism.

In the second week of November 1954, the first meeting between the company and union since the collapse of Judge Murphy's efforts took place. The union tried a new approach, Emil Mazey testified:

> * * * I said to the Kohler Co. as a spokesman for the union that "We are willing to settle our contract and economic matters involved within the framework of the contract and the wages paid by your competitors."
>
> I then proposed to the company, I said, "We are willing to arbitrate within the framework of the contract and the provisions of your competitors." I happen to know enough about collective bargaining to know that if you insist on demands from a company that puts them at a disadvantage with their competitors, you are not helping the workers you are bargaining for (p. 9065).

A week later Mazey, at the same local 833 meeting at which he made his previously noted remarks on the aftermath of the *Vinson* case, reported the failure of these new negotiations:

> Mr. Conger said he wasn't interested in patterns. He didn't care what the American Standard & Sanitary Co. did, what Crane did, or what Briggs did. We were dealing with Kohler.

By a secret-ballot vote of 1,571 to 21, those present agreed to continue the strike.

In December one of the prime irritants underlying strike tensions rose to the surface. With the resumption of its operations, the company had begun taking on replacements for the men who had gone off their jobs. That the number so hired had reached sizable proportions by September was plain from Judge Murphy's account of his talks with management on the subject of rehiring strikers; at the time, according to testimony by the judge, Conger had noted that "several hundreds" of new employees were on the rolls.

Conger himself furnished the committee with no such estimate, but did indicate that the employment of the newcomers had provided his hired detectives with an extra chore, that of checking up on the job applicants "* * * to see whether they had a police record, what their character was in their home community, and so forth. We made what you might call a trial run of that" (p. 9544).

Conger was asked:

> Senator CURTIS. * * * were some of those applicants nonresidents of the immediate area?
>
> Mr. CONGER. Yes. I don't think we ever had them investigate, to my knowledge, anybody who was a resident of the area. It was only when they came from some distance away.
>
> I might explain that the union was partially responsible for that one, too, because they published in their "Kohlerian" one time, through some inadvertence, that apparently we hired a fellow who had a criminal record, and they made a great to-do about it, so we started checking criminal records (p. 9545).

In the union's book the unvarnished word for these new workers was "strikebreaker," just as its term for prestrike Kohler employees who

had returned to their jobs was "scab." UAW Regional Director Kitzman was asked:

> Senator GOLDWATER. * * * What is your definition of a strikebreaker?
>
> Mr. KITZMAN. My definition of a strikebreaker is someone who will go in and take the job of a man who is out on strike, fighting for a better way of life, for higher wages, and better conditions in the plant that he works (p. 8562).

Emil Mazey had a terser way of putting it. Strikebreakers, he declared were no less than "job thieves."

Conger's own feeling on the semantics of the matter was as follows:

> * * * I do not wish to bandy words or definitions as to strikebreakers. I suppose that could be at least in part a legal question (p. 9935).

As to the legal or illegal aspects involved, Kitzman, asserting that "it takes a man of rare patience to stand up, or to stand by, and watch someone steal his job" (p. 8546), declared that the company had poured salt in the strikers' wounds by taking full-page newspaper advertisements to announce that it was going to hire strikebreakers. But he said that so far as he knew there was no law against strikebreaking, although there is a law barring the transport of such persons across State lines—the Burns Act.

Conger, queried about the advertisements, said that although Kohler attorneys had advised that the company would be within its legal rights to solicit new workers and that he, too, deemed it a "perfectly legitimate labor practice" (p. 9587), actually no such solicitation had gone on. What the company did, when help was needed and "qualified applicants" asked for and got jobs, was to give the union "public notice" that "permanent employees" had been hired, he said, adding—

> * * * We stated our position, not as a threat, but as our answer to a union threat that these people would later be thrown out into the street to make room for returning strikers (p. 9936).

In December, Conger testified, the union's efforts to keep job applicants away from the Kohler employment office "reached some real heights that we had to take cognizance of" (p. 8855). In this campaign, which he said continued into the first 2 months of the new year,

> Persons approaching the employment office had their progress blocked by a solid mass of pickets, were bumped, shoved, kicked, tripped, theatened, vilified, and spit upon with tobacco juice (p. 9503).

Chief picket captain Konec reported the pickets' technique toward prospective jobseekers differently. The men on the line, he said, were told—

> * * * if they seen a person approaching the employment office to look for a job, that they should go up and talk to the fellow, find out who he was. If he was reluctant to talk to them, then they should watch where he parked his car, take his license number, and turn it over to me or anyone on the strike committee. We would check the license number, find out who

> the person was, find out if anybody on our side knew him, or his minister, where he went to church, or anything like that, so we could talk to him and try to persuade him to stay out of the plant (p. 8592).

Conger commented:

> We, by that time, were quite familiar with this old dodge that "We were just talking to him nicely and not using any bad language" (p. 8854).

Such was the company's interest in the language used by the pickets that it took special steps to familiarize itself with it, as well as with the pickets' behavior on the line. Conger recalled:

> We took movies of it. We took some microphone recordings which didn't amount to much. We didn't get much results from it, but we, frankly, tried (p. 8854).

Conger was asked:

> The CHAIRMAN. * * * Was this employment office on your property, on the company property?
> Mr. CONGER. Yes, sir.
> The CHAIRMAN. Where the picketing took place, and where you had used your mike, or whatever it was, to pick up the conversations?
> Mr. CONGER. Yes. The mike was hung from the eave of the employment-office building, our property. Yes, Senator (p. 8855).

Conger's unembellished account of the company's eavesdropping was amplified by UAW attorney David Rabinovitz. The concealed mike, he said, was "* * * wired to a place over 200 feet away, and after the message was received it was transcribed, picking up any ordinary social conversations that these pickets may have had between themselves on the picket line" (p. 8851).

Conger declared that the purpose of the listening device was to "develop information" which he said was subsequently used to good effect. The injunction secured by the WERB from Judge Murphy, Conger explained, proscribed mass picketing; the company viewed the employment-office picketing as in violation of this ban, and so informed the WERB, which filed a contempt action in Sheboygan County circuit court. The climax of the case, the following May, was that local 833 and 16 of the picketers were found in contempt for violating the injunction, with resulting fines for all and jail for one.

Amid the renewed high tensions stirred by the employment-office picketing, the year 1954 drew to a close in Sheboygan with no peace in sight and good will conspicuously absent. Christmas for many people in the community was their first on a ration of strike assistance; for many, their first in the unaccustomed glare of their former fellow workers' hatred; for all, a time of taut nerves.

To the fires stoked by the strikebreaking issue, fuel was added by the company's notification to eight strikers that as of January 1, 1955, they would have to vacate their rooms at the company-operated American Club, the residential quarters for single Kohler workers located directly across from the main entrance to the plant. Their status as permanent guests could no longer be continued, the com-

pany's letter explained, because of a shortage of rooms which had developed. Of the eight men, whose service with the company ranged from 3 to 30 years, five moved out before the deadline date and the rest were evicted.

At these NLRB hearings, company president Kohler, the sole witness, indicated without naming names that the company would not reinstate strikers who, as Conger put it in his testimony before the committee, were "guilty of illegal conduct in connection with the strike." The union's request for a list of such persons, made on February 18, went unanswered until March 1, the same day the company fired 91 striking employees for "violence and illegal conduct," Conger said, recalling:

> It was discovered that one man's name was included in the list by mistake, and his discharge was revoked, leaving 90 discharged.
>
> The list included the officers of the local union and its strike committee who had openly directed and controlled the mass picketing and other unlawful activities.
>
> These men were clearly the most responsible for this illegal conduct for they planned, directed, and controlled it (p. 9504).

The real motive for this "summary and arbitrary" mass discharge was plain, Reuther asserted. The union had successively scaled down its proposals, he said, and the company was "fearful that further compromise on the part of the union might make a settlement unavoidable" (p. 9971). Reuther noted that the 90 men discharged comprised "almost the total leadership" of local 833, including the officers, all of the members of the executive board and of the bargaining committee, all but 1 member of the local strike committee, and 5 of the 6 chief stewards. He declared that the company took this action "knowing that no union with any self-respect, or any sense of moral responsibility to its membership, could settle with all of its leaders discharged" (p. 9988).

Reuther pointed out that president Herbert J. Kohler had refused to sit at the bargaining table.

> Here was a situation where he was the head of a company, the strike had gone on for all these months, and he never sat for 1 minute in 4 years of a strike at the bargaining table. That is not true in any other big corporation (p. 10231).

Reuther conceded that Kohler had no "legal obligation" to sit at the bargaining table but argued that in refusing he had not lived up to his "moral obligation."

A second major point of controversy between the company and union was to arise when the NLRB hearings resumed in early June. The company, dropping a bombshell of mammoth proportions, asserted that the union no longer represented the majority of its employees and therefore could not bargain for them. Reuther characterized the company's maneuver as an unabashed attempt to break the union, charging that it had deliberately recruited strikebreakers to that end. The company's contention and the union's challenge of it have become an integral aspect of the still pending NLRB case and will later be adverted to in detail.

The first anniversary of the strike, on April 5, 1955, arrived with nothing settled and bitterness still rife.

That month another episode ruffled Sheboygan's already amply troubled waters. Walter Wagner, then the city's chief of police, testified that at the time he had had reports of the dynamiting or attempted dynamiting of five cars owned by Kohler nonstrikers. Then, he said, the police "received some information" about a cache of dynamite in a wooded ravine area along the river bank about half a mile north of the union-soup kitchen. He, the sheriff, police sergeant Clarence R. Zimmerman, and the newly installed mayor of Sheboygan himself, Rudolph J. Ploetz, went out one Sunday afternoon to investigate, with instantaneous success, finding the dynamite, caps, fuses and all "hid in a clump of underbrush" (p. 9412).

An ensuing strategy discussion, he said, ended in putting a 4-day stakeout on the dynamite made up of both Sheboygan city police and county deputy sheriffs, with results about the fourth day. Early that morning four men came walking along the river bank, Wagner testified, and one went "direct to where this dynamite was" (p. 9413). The four, taken into custody, denied any knowledge of the cache and voluntarily submitted to lie-detector tests.

The tests, Wagner said, showed conclusively that one man was telling the truth, and proved inconclusive on the others. Asked to take another go at the lie-detector, these three declined on the advice of counsel, union attorney Rabinovitz, and a Milwaukee lawyer whose name Wagner did not recall. The district attorney felt that there was insufficient reason for the issuance of warrants, Wagner said, and "that was the end of that."

A report by detective Elmer Madson conveyed another theory as to the motive behind the appearance of the four men at the dynamite site:

> It is the thought of Mr. Adams and Mr. Madson, and this thought has been orally relayed to Mr. Conger and Mr. Kohler, that these men were merely sent in as a trip to the plant; that they know the police officers were there, because there was no question in anyone's mind that the union and members were aware of the surveillance (p. 9417).

Attempts to uncover the responsibility for the dynamiting also took another tack, according to the testimony of Sheboygan Police Captain Oakley Franks. Some police interest, he said, centered around a Sheboyan resident named William Silvia, "now a patient in a mental institution in Massachusetts" (p. 9355). Along with Sheriff George LeMieux and District Attorney Eugene McEssey of Fond du Lac County, and Detective Al Adams of the detective agency hired by the Kohler Co., Franks testified, he accompanied Silvia to Madison for a lie-detector test which, he said, "indicated that he might have some possible knowledge of these dynamitings" (p. 9354). The suggestion then was made, Franks recalled, that the "liquid detector" (p. 9341) might be used on Silvia on the way home.

En route the party stopped at the Elks Club or "some fraternal organization of some sort" and had dinner and "a few drinks," Franks recalled.

> Mr. KENNEDY. Did he loosen up at all?
>
> Mr. FRANKS. He asked to talk to Sheriff LeMieux alone, and the two of them went off on the side. After a while he

came back, Sheriff LeMieux, and he said to me that he thinks Bill will talk.

I said, "Fine." I said, "What is your plan?"

He said, "Bill wants to stay with me in my jail in Fond du Lac County voluntarily. He would like to sign a statement to that effect. He would like it if Chief Walter Wagner would come over and talk to him and then possibly he could throw some light on this."

Mr. KENNEDY. So the liquid test appeared, at least initially, to help?

Mr. FRANKS. I don't think he had that much to drink, counselor.

Mr. KENNEDY. He had a few drinks?

Mr. FRANKS. He had a few, yes; he did.

Mr. KENNEDY. And it appeared that he was at least more cooperative after he had a few drinks than before?

Mr. FRANKS. Yes (p. 9342).

Franks, declaring that Silvia was approximately 30 years old and "knew very well what we was doing" (p. 9354) at the time of the trip back from Madison, estimated that his charge had had no more than three drinks that night. Franks was thereupon read an excerpt from the Madson Detective Agency's report to the Kohler Co. on the affair:

> Upon returning Silvia to Fond du Lac, Wis., stops were made at numerous bars where he was poured double shots of whisky which he drank, and he actually began indicating that James Kurtz was the individual he suspected of being responsible for the dynamitings occurring in the city of Sheboygan (p. 9356).

Asked to comment on the accuracy of this statement, Franks said that he would not argue with the "double shots" but would take exception to the "numerous bars."

The CHAIRMAN. This says "stops were made at numerous bars." I understood you this morning to say it was just at one club where you ate dinner.

Mr. FRANKS. I only mentioned one, Mr. Chairman. I recall that we did make another stop. I believe we did.

The CHAIRMAN. So there would be two instead of several or numerous stops?

Mr. FRANKS. Two that I can say for certain, Senator, yes.

The CHAIRMAN. In other words, there were two and if two were numerous, this report is accurate?

Mr. FRANKS. That would have to be taken at its face value, then (p. 9356).

As to Kurtz, Franks testified, "nothing developed that would tie him in with this at all." Silvia, after 3 days in the Fond du Lac County jail, was returned to Sheboygan and released.

On July 5, 1955, the major physical disturbance of the Kohler-UAW strike took place. This event, at the clay dock in Sheboygan Harbor on Lake Michigan, exacted a toll in tangible damage to person and property, but its main effect was to underscore a basic shift in hostilities to the economic front.

In the manufacture of its vitreous chinaware, the Kohler Co. imports large quantities of clay from England, delivered f.o.b. direct to Sheboygan in ships chartered by brokers. From five to seven cargoes come in every year, Plant Manager Biever testified, and the unloading process normally takes 2 days, a job usually contracted to a local firm, Buteyn Excavating, which then trucks the clay to the plant. It had been part of his duties since becoming plant manager in 1949, Biever said, to go down to the harbor and supervise the unloading, inspecting every ship.

The company had had no trouble getting the clay boats in or out during 1954, Biever noted; the only deviation from the norm was during the mass-picketing period the first 2 months of the strike, when, he said, the clay, instead of being brought into the plant, was stored on a platform erected on the dock.

Biever's testimony that previous clay-boat arrivals since the strike had come off without incident was confirmed by Robert Treuer, who had been sent in early in 1955 to advise and help local 833 in its publicity. But in the case of this particular shipment, Treuer pointed out, the company had sent Desmond of its legal staff to see the mayor of Sheboygan as far back as early May, to ask for "police protection" for the boat when it arrived.

Why Kohler should have felt precautions necessary in the specific instance of the Norwegian motorship *Fossum* was indicated neither by Desmond nor other management witnesses. Treuer testified that the request was discussed at a session of the city's common council on May 2, and that "angry remarks" were made about why the issue was being raised at that time if previous clay boats had come in without disorder when the strike was at "even a higher pitch" (p. 9159).

Broadcast and press accounts of this session resulted in considerable advance publicity about the new clay boat shipment, Chief Picket Captain Konec testified, recalling that local 833's strike committee had "wondered" who was going to unload the boat since most of the truck-drivers belonged to the Teamsters local in town. The possibility of picketing the dock was considered, he said, but decided against.

UAW International Representative Donald Rand was asked:

> Senator GOLDWATER. Did the union have any part in the plans to prevent the unloading of the clay boat?
>
> Mr. RAND. No, other than the fact that we hoped that the Teamsters wouldn't cross our picket line at the Kohler Village (p. 9240).

On the night of July 1, the eve of the *Fossum's* arrival, the union's regular 15-minute program over Sheboygan station WHBL, broadcast by Treuer, carried word of a special plan for the morrow. Treuer explained that this had been so "quiet" a time in the stike that the union was receiving inquiries as to whether it was still on, and that it had therefore felt that a "publicity stunt" about the clay boat might serve as a reminder. The stunt, said Treuer, was "* * * to have six small rowboats, with outboard motors, to go out and meet the clay boat and, if you will, escort it in. These little boats would have people in them carrying signs saying, 'This clay is for the strike-bound Kohler Co.' and things to that effect that 'This strike is still going on'" (p. 9157).

Fore and aft this disclosure of what he christened the "Auto Workers' Navy," Treuer's broadcast included two other references to the impending arrival, noting that "certainly there will be many people on hand" (p. 9157) to watch it.

Among Treuer's listeners that evening was Conger, who testified:

> I think that broadcast—and you will not get the full implication of the broadcast from the printed record of it, you had to hear it—when I heard that broadcast, I immediately assumed that the purpose of the broadcast was to start an interference with the unloading of clay * * * (p. 9581).

The unloading of the *Fossum* was not scheduled until Tuesday, July 5, but Conger took prompt action. The morning after the broadcast, he and Desmond drafted a letter to the mayor and the sheriff, with copies to the chief of police and the county board chairman, referring to the broadcast and warning, as Desmond put it—

> * * * That we expected that any damage which would be done, would be reimbursed, if any of the mob—if anything that happened down there would cause damage to our property.
>
> Mr. KENNEDY. You said any of the mob.
>
> Mr. DESMOND. Well, anything that might have occurred down there, because we expected in view of that program that there would be a number of people down there at the dock.
>
> Mr. KENNEDY. You expected mob violence down there 3 days before?
>
> Mr. DESMOND. Well, no. We didn't know what to expect, but we felt that we would have to protect our interests by sending that letter under the statute of Wisconsin which requires notice to be sent to the mayor and also to the sheriff (p. 9138).

The company did subsequently sue the city of Sheboygan for damages "caused by its failure to provide protection for the unloading of the clay" (p. 9505), Conger testified, a suit still pending at the time of the committee hearings.

The same day the letter was written, the UAW's flotilla put out to sea from Sheboygan Harbor. Its success was somewhat qualified, Treuer recalled:

> * * * Of the six boats, sir, three foundered before they ever got too far away, and one of the fellows got tired of waiting and he went fishing, and only two boats did go out to meet the clay boat when it came in (p. 9157).

Chief picket captain Konec, who was in one of the boats, testified that contact was made about a mile out; his craft circled the *Fossum*, and he held aloft a sign "advertising that the sailors on that boat were carrying clay for a strike plant" (p. 8598). In addition, leaflets expanding on this theme and printed in Norwegian and German, as well as in English, were tossed aboard by the UAW boatmen.

In Treuer's broadcast the next night reporting on the expedition, he declared that no attempt was made to detain or interfer with the boat, pointing out that the foreign sailors were "prevented by law from refusing to handle the cargo" (p. 9157).

The *Fossum's* docking came at a time destined to draw maximum public attention, not only because of the Fourth of July holiday week-

end but because the following week, by custom, most Sheboygan plants, not including the Kohler Co., shut down for their annual vacation.

On the Fourth itself, according to Treuer, the city of Sheboygan had provided its annual fireworks display adjacent to the dock site, and the holiday spirit was still reflected in the crowds, men, women, and children, which turned up at the clay dock the next day, July 5, the time scheduled for the unloading of Kohler's consignment from England.

Mayor Ploetz recollected that—

> The people were all, comparatively, in a peaceful, jovial mood. They were milling around; they were talking; they were laughing; they were joking (p. 9443).

How many were spectators there out of curiosity, as opposed to strikers, was a subject of contention.

Donald Rand, saying that just about everyone in town was at the site at one time or other during the day, asserted that neither strikers nor nonstrikers were there "as such"; on the other hand, Heimke, then police captain of the city, noticed that there were "quite a few" union buttons, and that the spectators hung about the "fringes," whereas "immediately in the center, the core of the activity, the majority of them were Kohler strikers" (p. 9316).

The chronology of the day, as compiled from the testimony of more than a dozen eyewitnesses to one or another of its manifold twists and turns, began around 7 a.m. with the arrival at the dock area of the contractor on the unloading job and the vanguard of his equipment, some dump trucks, a crane, and a couple of tractors in all. Peter Buteyn, the head of the firm, was preceded to the scene by his brother Cornelius, otherwise known as "Happy," and arrived to find "Happy" already involved in an argument. Happy recalled that his protagonists were Rand, a fellow international representative, Ray Majerus, and Ed Kalupa, a union steward, that they asked him why he would not "cooperate," and that Rand and Kalupa in particular warned that if he did not they would "* * * pull out all the stops to prevent the loading and unloading of the clay" (p. 9182).

Rand testified that he "didn't believe" he had threatened to "pull out the stops" in his talk with Happy, although he thought Kalupa "may have."

The kind of cooperation he had in mind, he told the committee, was a refusal by the truckdrivers to cross the picket lines "at the Kohler plant." Such a refusal would plainly render unloading of the clay boat futile:

> * * * I explained to them that by the unloading of the clay, if they intended to take it into the Kohler plant, there was the possibility, of course, that they would cross our picket lines (p. 9225).

Rand estimated the number of people at the dock site at this early hour at around 12 to 15, but asserted that they were not picketing. Peter Buteyn, on the contrary, remembered not only "a lot" of spectators, but at the dock entrance itself a picket line already assembled, primarily Kohler strikers, he declared.

Rand asked Peter Buteyn, too, why he would not "cooperate," the latter testified, recalling that his answer was that he had financial

obligations as well as an obligation to Kohler, which, over a period of 20 years, "had treated me as fair as any organization could" (p. 9184). Rand, he said, then told him that—

> * * * Certainly a loan from the union could be made possible in order to take care of that period if I refused to unload the boat * * * (p. 9185).

Rand was asked:

> Mr. KENNEDY. Did you assume the union would put up money for him?
>
> Mr. RAND. I have no right to assume that.
>
> Mr. KENNEDY. What did you have in mind when you said you were going to help him out with his financial obligations?
>
> Mr. RAND. Frankly, I had no specific point of view at that time (p. 9227).

The chat was interrupted, Buteyn testified, when the remainder of his caravan pulled in. Because his drivers were Teamster members, Buteyn explained, only those who had volunteered had been assigned to the clay boat project; those who had objected had been found other work for a few days. When the first man in line got out of his truck and walked through the pickets into the dock area, he said, Rand followed him in; after a minute they came out together. The driver then told Buteyn that Rand had asked him not to try to go through again; Buteyn thereupon instructed all his drivers to stay put in their cabs "until this thing was in more orderly fashion that morning" (p. 9183).

A third principal in the clay-boat affair who also appeared on the scene early, around 7:15 a.m., was Kohler plant manager Biever. The two international representatives, Rand and Majerus, he asserted, would not permit him into the dock area, but he and two company employees with him got a key for another gate from the office of the owner of the dock property. Inside, Biever said, he conferred with the *Fossum's* officers, inspected some of the cargo, and also talked with Happy Buteyn, who "stated, as I remember it, that he thought we were going to have some trouble" (p. 9473). Biever gave Happy his newly acquired gate key and rode out through the main gate after, he recalled, two policemen had opened the way for his car.

This, the first of three trips Biever was to make to the dock area that day, was also to be the least eventful.

Between 8 and 8:30 a.m. the dock area began to magnetize Sheboygan's notables even as later that day it would prove irresistible to several thousand plain citizens. As they respectively recalled it to the committee, around that time the mayor arrived; Police Chief Wagner arrived; Police Sergeant Zimmerman arrived; and union publicity man Treuer arrived—almost simultaneously, he said, with a station wagon bearing Biever, Desmond, and two Kohler time-study men, Paul Jacobi and Joseph Born.

Chief Wagner's visit was stirred by a telephone call from Sergeant Zimmerman reporting that trouble was brewing. Wagner said, he told Zimmerman to get down there with as many men as he could spare and not to dismiss the No. 3, or midnight-to-8 shift, some 15 officers in all. At the scene, the chief said, he found some 200 people

"scattered about" the roadway, 19 pickets blocking the entranceway to the dock, and 12 to 15 pieces of Buteyn equipment lined up on the street outside.

Wagner testified that he checked the first four drivers in the column and was told by each that he would not cross the picket line. There was no doubt that there was such a picket line, he said, and that it was being directed by Donald Rand.

As Robert Treuer interpreted the mood at the dock when he arrived, a semipicnic atmosphere prevailed. Across the street, he said, stood some 100 to 200 people; some were sitting on the armory lawn. At the entrance to the dock some 30 to 40 people, he recalled, were "walking around" trying to get a look inside the dock entrance.

This calm was shattered almost instantaneously, Treuer declared, when the station wagon bearing Biever and his three companions drove into the open area of the dock. The very appearance of these four men, Treuer indicated, was bound to inflame the onlookers.

First to emerge, he recalled, were time-study men Born and Jacobi:

> There was a bit of hooting going on from the people in the open gate, saying "Here come the speed kings. Here come the speed kings" (p. 9165).

Jacobi, Treuer said, walked up "pretty close" to where his unadmiring audience stood at the gate, and started taking pictures, and Desmond, who stepped out of the car next, began "to write down what obviously were the names of people whom he recognized" (p. 9166).

Biever, the fourth and last occupant of the station wagon, Treuer declared, capped matters:

> Then the person who was probably the most hated individual in the whole Kohler strike stepped out of that car, and the people that were there started yelling "Butcher, Butcher Boy" (p. 9166).

Treuer, noting that the crowd's label for Biever had its roots in his alleged firing of the first shot in the 1934 strike, gave yet another reason for its animosity. This was Biever's first public appearance, he declared, since he had evaded seven attempts to subpena him for the NLRB hearings, which had just then gone into recess. Biever's absence had been noted in the press, Treuer added, and he had not yet been successfully served; as a result, his showing up at the clay dock had an electrifying effect:

> * * * I think if you had dropped a bomb in that crowd, you couldn't have done a better job, because the people streamed to the doorway to get a look at Mr. Biever, and everyone was pushing everyone else for a position of a few inches of space in there to get a good look (p. 9168).

Lyman Conger attributed his colleague's absence from the NLRB hearings to the fact that "he had left on a short vacation trip" (p. 9593). When Biever heard on the radio that he was being sought, Conger added, he cut short his holiday and came back, by which time the NLRB hearing had recessed. Then "some other things came up," Conger declared, and Biever did not actually testify before the NLRB until another month or two had passed.

The scene at the clay dock as it appeared from the station wagon was sketched by Biever and Desmond. On this, his second trip to

the site, Biever said, the picket line had grown "much larger," some 35 to 50 people in a "close, tight" line "impossible" to get through; Desmond recalled that one man had "cursed" at him, threatening him with a "black eye or something like that," if he approached.

As to the special greeting for Biever, it had fallen on oblivious ears:

> Senator MUNDT. You didn't hear anybody call you butcher boy down there?
> Mr. BIEVER. No, sir.
> Senator MUNDT. Any time during the day?
> Mr. BIEVER. No, sir. I inquired from these other men that were with me and they all stated that they did not hear any such words (p. 9475).

Inside the dock area Biever, Desmond, and Born conferred with Peter Buteyn, who by now had grown acutely uneasy about his equipment lined up outside on Pennsylvania Avenue, and asked to be relieved of the unloading job. Biever thereupon requested the use of Buteyn's trailer to move the company's own crane down from the plant, and Buteyn agreed.

In removing his equipment, Buteyn testified, he unloaded from the trailer two very small Kohler-owned tractors, generally used in the hatch of the ship, and ran them inside the dock area. Before he could do this, Buteyn said, he had to contend for 15 minutes with the people blocking the entrance, but assistance came to the rescue.

In the conflicting testimony given about the nature of this help, a relatively minor matter, may be seen the extent of the committee's task in ascertaining the facts. Desmond, who testified that he was right at the spot, declared that the helper was a policeman, who had to "forcibly" make the people move. Buteyn himself, on the other hand, remembered that a sympathetic "picket captain" talked to someone on the picket line, came back and said to him, "OK, run it in" (p. 9186).

With his men and equipment now gone, Buteyn left the area. Biever, however, found egress something of a problem.

On the station wagon's way out of the dock area, Desmond recalled, Born was driving, Jacobi was on his right, and he and Biever were in the back seat, Biever in back of the driver. At the gate, he said, the crowd would not move to allow the car's passage; they paid no heed when he got out and asked them to. At that point, Desmond invoked police help, and Sergeant Zimmerman "forced the pickets to move." As the car inched through, he added, people—

> * * * were turning on the door that I was next to in an attempt to get it open, and they opened it to some extent, and I pulled the door shut and flipped down the latch so that the door would not open.
> * * * they were kicking and spitting on it, and jiggling the car * * * (p. 9145).

As the station wagon turned into Pennsylvania Avenue, passing the curb line, Desmond continued—

> * * * a woman came over and draped herself on the hood * * * We proceeded to go through, and as we were going someone struck the left front window, where Mr. Born was driving and shattered the door glass.

> * * * they were yelling at us, and calling us names, and they were shaking the car, and we finally proceeded to go through the area and got out of that immediate vicinity (p. 9145).

Desmond declared that "by and large, most of them or a lot of them" were Kohler strikers, and that Rand and Majerus were also there.

Robert Treuer's account of the incident was as follows:

> * * * the people were packed in there like sardines. The police officers came along and opened a path. * * *
>
> * * * The car started to pull through, I think before the path was completely cleared.
>
> * * * the next thing I saw was this woman was upon the hood of the car. I can't tell you how she got there, whether she was struck, which I doubt, or whether she had slipped up on the hood, or just how it happened. I do not know.
>
> But I do know how it must have looked to the majority of the spectators who were across the street. They didn't have side views. They had a frontal view of the car, of the hood of the car, and the woman, and to them it must have looked terrible, because a shout went up.
>
> You could hear the roaring. It was like waves, and the people surged across the street, and there was a shout, "There's Biever, Biever has done it again" (p. 9171).

Police Sergeant Zimmerman recalled:

> * * * a big turmoil started that he ran her over, and shouting, "Arrest him" and "Arrest him," and I didn't even have a chance to determine whether she was injured or not.
>
> Immediately they whisked her into the crowd * * * (p. 9361).

Treuer declared that with this incident "* * * the entire atmosphere that morning changed" (p. 9179).

Later, Zimmerman testified, the Sheboygan County district attorney was asked to issue a warrant against the driver of the station wagon and refused. Zimmerman said he did not know whether the woman was a striker, a striker's wife, "or who." But, he declared, she was "quite active" in demonstrations—after the clay boat affair.

Away from the clay dock, in midmorning, word began to spread that the scene of yesterday's Fourth of July gala had taken on a less jovial aspect. The local radio station interrupted its regular programs with frequent bulletins. Sergeant Zimmerman telephoned headquarters to report on the station wagon fracas. At headquarters Chief Wagner filled in Mayor Ploetz. Also at the police station were some 12 to 15 officers of the midnight-to-8 a.m. shift, whom the chief had earlier ordered held in reserve.

Wagner testified that he and Ploetz discussed the company's letter of the previous Saturday, demanding protection against "mob or riot interference," and that the mayor "* * * mentioned that he didn't like the idea of the Kohler Co. making demands on the city of Sheboygan, and not wanting to settle the strike" (p. 9404).

Further, the chief recalled, the mayor ordered him to send home the shift which he had been keeping in reserve, saying that he would

go to the dock and take charge himself. The mayor, in his appearance before the committee, denied this, asserting that Wagner had not even told him of the Kohler Co.'s decision to use its own equipment and personnel to unload the clay boat.

Ploetz, who had taken office just 3 months previously after a campaign in which labor endorsed his candidacy, and who, like Sheriff Mosch, had been an eyewitness to the 1934 strike episode, asserted that "bloodshed" might well have ensued if the clay boat unloading had been attempted—

> * * * it takes two to have, shall we say, a fight, and if the attempt would have been made to unload the clay, it would have excited the people that were in sympathy not to have the clay unloaded, and one thing perhaps would have led to another (p. 9446).

One thing did, beyond question, lead to another at the clay dock area in the hour before noon on July 5, 1955. At about 11, Robert Treuer testified, curiosity and interest had already begun to blend into excitement when the honking of horns heralded the arrival of the Kohler Co. crane, pulled up on a big truck driven by company personnel. As it reached the middle of Pennsylvania Avenue and started to turn in to the dock area, Treuer recalled, "the crowd swarmed around it and stopped it" (p. 9173).

By the time he made his way to the immobilized and surrounded equipment the tires had been punctured, Treuer said, and gasoline was on the street—the result of the puncturing of the tank. The fire department arrived to wash down the street, and with that came more people.

From farther away, Peter Buteyn, too, had watched the fate of his truck and trailer. When the equipment was brought into the area, he said some 300 to 400 people were present, and he had the bitter satisfaction of the vindication of his prophecy to Kohler officials that the unloading of the clay boat would be impossible under the prevailing conditions.

> Mr. KENNEDY. How did they think they would be able to do it if you were unable to do it?
>
> Mr. PETER BUTEYN. I couldn't answer that, Mr. Kennedy; I don't know (p. 9187.)

Biever, along with Desmond, was also an interested onlooker when the equipment arrived. From a car about a block away from the dock gate, Biever testified—

> * * * We could see our truck being attacked. They were milling around, a large crowd—probably at that time 500 or 700—milling around the machine, and we could distinctly see one of the men being dragged out of the truck cab (p. 9474).

There were three Kohler people in the cab, Biever said, and the man who was pulled out was Tom Shields, the company's construction manager. They waited for Shields as he walked up the hill toward their car, Biever recalled, and picked him up:

> * * * the man was very badly beaten. He was staggering. He was just completely beaten (p. 9474).

Desmond was less sweeping in his diagnosis of Shields' condition:

> * * * I don't know whether he was badly hurt. I think his glasses were broken if I am not mistaken, and probably I think he mentioned a pen was broken, and I am not even sure the glasses were.
>
> He was hit, and I suppose he felt it, but he was not maimed or I don't think he was cut or anything (p. 9146).

Biever and Desmond drove Shields to police headquarters, and Wagner's help was requested for the two Kohler men still in the cab of the truck at the dock site, who Biever noted with some prescience, "were going to be severely beaten, also" (p. 9474).

Wagner assigned them the services of City Detective Stubbler, and in Stubbler's own green car, Biever went on, not a police car as the union later maintained, they returned to the dock area. A barricade had been thrown across Pennsylvania Avenue, Desmond recalled, and the police would not let them through until they recognized Stubbler, who was in plain clothes. Thereupon the car drove up to where the equipment stood. Stubbler got out, Desmond said, and—

> * * * Don Rand came over and cursed at him and said, "What is the idea of bringing Biever down here? Do you want to create a riot?"
>
> At that point, he then talked to Sergeant Zimmerman, I think, it was some policeman, and there were people surging around the car. One of them attempted to reach in on the left-hand side, the driver's side, and get at Mr. Biever.

Biever's own recollection of this critical turn of events was as follows:

> They surrounded the car. They rocked the car and threatened to tip it over. One man, Rudolph Gunderson, reached into the front seat, where Stubbler had been driving; I sat directly back of that in the back seat. He reached in to turn the window down, but I tried to turn the window back up.
>
> He was punching, when he got the window open, punching and clawing, trying to get me out of there (p. 9474).

Gunderson, a striker, was not Biever's only problem at the time, Desmond testified:

> * * * Roger Bliss was also there, and he cursed at us and at Mr. Biever, and he told him to come outside and he was going to do something to him, and the exact words I don't remember (p. 9147).

Rand agreed that he had said something to Stubbler to the effect quoted by Desmond, explaining:

> * * * I thought it was very stupid of anybody to bring Mr. Biever of all people into that crowd. They drove right down into the middle of the crowd * * * (p. 9236).

Sergeant Zimmerman, too, felt that Biever's appearance was a mistake, and that it seemed to "excite the crowd" (p. 9359) more than anything else.

Desmond gave added witness to the crowd's reaction:

> Mr. KENNEDY. At that point, they really disliked Mr. Biever and the Kohler Co., those people down at the dock. It was fairly obvious to you by this time?
>
> Mr. DESMOND. If that wasn't dislike, I would hate to see what dislike is. I actually was in fear of my life at the moment.
>
> Mr. KENNEDY. They really felt very strongly about it?
>
> Mr. DESMOND. They certainly did (p. 9147).

Having decided, in Biever's words, that there "wasn't anything more that we could do" (p. 9475), he, Desmond, and Stubbler made a move to depart. It was no easy matter, Desmond recalled:

> * * * Detective Stubbler got in the car again, and we backed up and they were shaking the car, and pounding on it, and rocking it and finally managed to inch his way through out of the area (p. 9147).

Later, Biever said, he learned that the two Kohler men in the cab of the truck were rescued by police. As for the beleaguered equipment, he disposed of this problem by paying another call on Police Chief Wagner, who quoted Biever as follows:

> He said, "We're going to leave that equipment set where it is, and do with it what you want to" (p. 9405).

Wagner's response was to get in touch with his subordinate, Police Captain Steen Heimke, who recalled that he had been working in his backyard when the call to duty came. After a personal survey of the dock area, where, he said, "I was surprised to see what I considered a mob down there out of control" (p. 9313). He so reported first to Wagner and then to Mayor Ploetz:

> * * * He said, "What has to be done?" I told him the first thing we have to do is get the equipment out of the middle of the road, because that is the center of attraction and the item that is holding the mob intact. I told him he should get in touch with the Buteyn brothers, who, I thought at that time, had control of the equipment; at which time he did call the Buteyns (p. 9313).

As Peter Buteyn remembered the telephone conversation, he first explained to Heimke that he did not feel responsible for moving the equipment, having "leased" it to the Kohler Co. The mayor then got on, Buteyn said, and demanded that he remove the equipment as a "hazard."

> * * * I said, "I have taken all the demands for 1 day that I will take, whether you be mayor or anyone else."
>
> He said, "I will have a few policemen come over there and pick you up and put you in jail."
>
> I said, "It might be safer there than on the streets of Sheboyan" (p. 9188).

At this point, Buteyn recalled, the mayor changed his demand to an appeal, asking Buteyn as a "favor" to call the Kohler Co. and get

its consent to the removal of the equipment he had turned over to it. The company's response, Buteyn said, was as follows:

> * * * They said, "Pete, if you want to move that equipment, it is your responsibility. We are not going to tell you to move it. We are not going to tell you not to move it. It is up to you. If you want to volunteer your services to the city of Sheboygan or the mayor, it is up to you entirely" (p. 9188).

With this, Buteyn noted, he called the mayor and said he would volunteer to remove the equipment if he received police protection, which was thereupon promised.

By now, Buteyn testified, he had already been apprised of the extent of the damage to the 27 tons of equipment standing awash on Pennsylvania Avenue. All the truck's air hoses, which contolled the braking mechanism, had been cut; of its 18 tires, about 10 had been punctured and flattened; the gas tank had also been punctured; an inch rod had been pushed through the radiator, distributor wires and lights had been pulled off, and the truck's windows had been shattered. Beyond the damage was the potential peril:

> * * * The only thing that held the truck there was the fact of the terrific load on that and the flat tires.
>
> Senator MUNDT. In other words, if it started rolling, it would have created quite a bit of havoc in a crowd like that?
>
> Mr. PETER BUTEYN. Correct (p. 9189).

Buteyn said he called a tire shop to pick up 10 or 12 spare tires and went down to the dock area. By the time the pickup came in, the mayor was also on hand with a loudspeaker truck, "a very fine ice cream sound truck," police Captain Heimke told the committee, which he had suggested bringing in lacking any other instructions from the mayor.

The mayor, Heimke declared, had been busy in other directions, holding a tete-a-tete about a block away from the center of activity with County Sheriff Mosch. Heimke testified that after he himself had taken a look at the "mob area," he wandered back toward where the mayor and sheriff were talking, catching a snatch of their conversation as he approached from the rear—

> * * * I heard the mayor say to the sheriff, "How much are you obligated to the union for?" (p. 9313).

In his appearance before the committee, Mayor Ploetz denounced Heimke as a "perjurer," declaring that he had never made such a statement to the sheriff, or anything similar to it, either that day or any other day, and producing a supporting affidavit from Sheriff Mosch, who had testified prior to Heimke and since returned to Wisconsin.

Even as Sheriff Mosch had received financial support from his admirers in the labor movement in his campaign the previous fall, Ploetz acknowledged that he, too, got tangible help in his campaign for mayor in April 1955. Mosch's contribution had come from local 833; Ploetz had received none from the union, he testified, but $185 from the Sheboygan County Farm-Labor Political League. Members of local 833 had, he said, distributed literature and lent "general

support"; one of his brothers was a member of the local, and a striker.

Ploetz noted:

> * * * I think that any candidate running for any office considers himself quite fortunate to get the endorsement from as many groups as he possibly can (p. 9442).

In his handling of the clay dock affair, Ploetz declared, his "prime concern" had been "not to have anybody injured down there or killed down there" (p. 9432). It was for this reason, he said, that when he addressed the crowd around the marooned equipment, using the sound truck, he assured his listeners that the clay would not be unloaded unless "the safety of the people and welfare was not in jeopardy," and that the Kohler Co.'s crane "should go back to the Kohler Co., because, after all, it was Kohler property" (p. 9443).

Police Captain Heimke, meanwhile, had some notions of his own as to how the microphone might be beneficially employed. By this time, he testified, he had gone home to change into uniform and return to find that the "entire area was out of control" (p. 9313); he estimated the size of the crowd at more than 1,500.

Heimke said he spotted local 833 president Graskamp, and asked if he would appeal to the crowd to go home so that the situation could be cleared up. Heimke recalled Graskamp said he had nothing to do with the crowd and was not responsible for these people. Heimke said he made a similar request to Donald Rand and received the same response. Rand disputed him, saying that he had urged people to go home and that at his urging, Emil Schuette, now president of the Sheboygan County Labor Council, made a speech urging the crowd to disperse. Rand's position was bolstered by an affidavit submitted by Schuette.

In the interim Peter Buteyn was having his problems removing the truck and trailer. No sooner would one spare tire be put on, he recalled, than it would be flattened. This happened three or four times, Buteyn said, and three or four times he warned the mayor that he would quit. The mayor, he said, "pleaded with me to stay and try it again" (p. 9190).

Heimke, too, had words for the mayor:

> Mr. HEIMKE. Some action is better than no action, and so I suggested to the mayor that we probably would get the fire department down there to clear the area with fire hoses, so that we could get to work on this equipment and move it out of the area.
>
> Mr. KENNEDY. You wanted to use fire hoses on the people?
>
> Mr. HEIMKE. That is right.
>
> Mr. KENNEDY. Is that what you suggested?
>
> Mr. HEIMKE. That was vetoed (p. 9316).

Heimke noted that he personally "took quite a beating" that afternoon, being punched and shoved. Asked if he had made any arrests at all at the scene or subsequently, he replied in the negative, explaining that the matters would have had to be taken to court and a case proved.

As the afternoon deepened, Peter Buteyn started making progress in removing the equipment; the truck's tires, he recalled, began to be

changed "a little faster than what they were being made flat again" (p. 9190). At length, he said, he hit upon the ultimate solution. He telephoned the county highway department and asked for a truck to pull out the equipment. The trucks were hooked on and Buteyn himself drove them off, at around 5:45 p.m., he recalled.

Brother Happy, whom he had asked to come down and drive out the two small Kohler-owned tractors parked inside the dock area in the early morning, had less luck. His way was blocked by people at the dock entrance, and the mayor, who, Happy testified, had originally given his approval of this phase of the operation, ordered him to give up because he was "inciting a riot" (p. 9192). Complying, Happy then walked back to his own truck, en route getting "kicked severely in my legs" and also incurring, he recalled, a string of epithets from Donald Rand.

The total damage to his equipment, Peter Buteyn estimated, was between $6,000 and $7,000, including injury to five engines because of the insertion of "some foreign material" (p. 9194). Insurance, he said, covered only part of the cost.

The removal of the Buteyn equipment from Pennsylvania Avenue cleared neither the air nor the crowds at the dock area. It was not until after the union's evening broadcast, Treuer testified, that the police "issued an appeal for strikebreakers or nonstrikers, as you wish, to please not come down there, because they were aggravating the situation" (p. 9175).

In the course of the evening, Police Captain Heimke reported, windows were broken in the two houses across the street from where the crane had been disabled and the only car parked in the block, one owned by a Kohler worker, was overturned.

Two nonstrikers retained personal mementos of the clayboat affair. A man named Grunewald, Heimke testified, was mobbed, his face bloodied and bruised and his eyes blackened. John Elsesser, as noted previously the victim of various earlier acts of vandalism and intimidation, had the windows of his car smashed, the fenders, hood and trunk kicked at, the entire vehicle rendered in need of refinishing. Elsesser testified that he, his wife, his wife's aunt, and his three children had decided to go for a ride around the lake, a "nice ride for the children," and that though he had heard of the crowd down by the dock he "did not think there would be that many people" (p. 8680).

The union in denying responsibility for the events of July 5, 1955, pointed to the NLRB trial examiner's intermediary report which observed that the Kohler Co. had failed to follow through, "either in brief or in oral argument" (p. 9942) on its charge that the union was responsible for the clayboat incident.

Physical manifestations of hostility between opposing factions in the Kohler-UAW strike gradually petered out after the clayboat clash, the only noteworthy exception being in February 1956, at a local establishment known as Root's Bowling Alley. Desmond testified that the company's recreation program included a number of bowling teams banded in a "good fellowship league," and that on the night in question several of them went to Root's to participate in the city's annual 2-day bowling tournament.

Desmond, receiving reports that "a very large number of strikers" had heckled the company teams, went to see for himself the follow-

ing night, and while sitting behind one of the alleys was "hit behind the head by somebody." In the "general melee," he said, Kohler bowlers were kicked and pushed, and a striker told him personally:

> If the lights go out, there will be a dead lawyer around here (p. 9152).

Conger recalled that at an earlier tournament in which he himself had bowled he was "* * * harassed for 2 hours by a gang of strikers shouting such epithets as slimy Conger, stinky Conger, egghead, old crow, and many others of similar import" (p. 9503).

Donald Rand testified that he was at Root's on one of the two nights "to make sure that none of our people got into any difficulty," having been informed by telephone that Desmond "was down there taking down names or some such thing" and that a "bunch of policemen" were "secreted in various sections of the street" (p. 9291). He estimated that 8 or 10 strikers were present. One, he said, was Roger Bliss, who got into an altercation with a plainclothesman outside, claiming that the man had jumped him. Rand recalled that he had advised Bliss not to resist arrest, and that charges against him were later dropped.

Reviewing the lengthy period of violence and vandalism through which Sheboygan had passed, Mayor Ploetz declared that he could not have done "any more than I did" to cope with it.

> Mr. KENNEDY. You were working with the other law-enforcement officials in the area?
>
> Mr. PLOETZ. Yes, Mr. Kennedy, I did.
>
> Mr. KENNEDY. It seems to me that it is a most unusual law-enforcement program that you have out there.
>
> For instance, in the middle of the strike while these acts of vandalism were going on, and there was this bitter feeling between the strikers and nonstrikers, the sheriff, who is in charge of the whole area, receives a major financial contribution from the union. In the meantime, the chief of police in charge of Kohler Village is working for the village in which Kohler Co. pays 80 percent of the taxes, and 2 out of 3 work for the Kohler Co., and therefore his salary is being paid by the company.
>
> During this same period of time, you are receiving support from the union, and receiving financial support from an organization that is closely associated with the union.
>
> The deputy chief of police in the city of Sheboygan is having conferences with the representatives of the Kohler Co. about putting a tap on the union telephones, and the chief of police is having another conversation about putting a bug in the room of the union headquarters.
>
> It seems to me that you have five people working out there, and it is not the closest and most amicable relationship that I ever heard of.
>
> Mr. PLOETZ. Well, Mr. Kennedy, if you could have lived up in Sheboygan during this time, perhaps you could have a better insight of the story (p. 9449).

The basic complexion of the battle between union and company had begun to change by mid-1955. In this second phase, the UAW's

weapon was economic pressure, via a nationwide campaign against Kohler products.

That this campaign constituted a boycott the union readily acknowledged. What was in dispute between company and union was the nature and extent of the boycott, the manner in which it was conducted, and the original motivation behind it. The union, noting that it turned to this means only after the growing realization that the company did not want to bargain with it at all, asserted that its intent was to compel the company to bargain; the company, on the other hand, charged that the union's purpose was, in Conger's words, to place Kohler "under sentence of economic death" (p. 9506). He conceded, however, that the company had successfully weathered the boycott's economic effects—a conclusion which the union also admitted.

Signs of this major tactical shift to the economic front appeared as early as the autumn of 1954, when at the end of September local 833's weekly publication, the Kohlerian—a name since changed to the Reporter—noted a statement by UAW Regional Director Kitzman and State and county CIO officials calling on not only union members and their families but the public as well to refrain from buying Kohler ware. A convention of the State Industrial Union Council (CIO) at the end of October passed a resolution similar in nature, but with the difference that union workers were asked to refrain also from "installing" Kohler products.

Leo Brierather, who was put in immediate command as local 833's "boycott coordinator," testified that it was not until a membership meeting in March 1955, however, that the local "actually began talking about pursuing a boycott campaign" (p. 9647). The first step, he said, was to set up a "committee" to follow Kohler trucks; according to Lucius P. Chase, the company's general counsel, this technique was in evidence in May.

The union's self-styled overall aim of "taking its case to the public" was initially implemented, Brierather testified, by a "terrific mailing program" on the basis of lists obtained from "all A.F. of L. central labor councils, from all UAW locals, from the steel union locals, and as many as we could possibly reach" (p. 9652). Subsequently, he said, the international UAW decided to have the mailings backed up by "personal contact," and assigned Donald Rand. Rand's function was described by his superior, Emil Mazey, as the handling of day-to-day operations; Mazey said that he himself was the UAW officer ultimately responsible for the boycott program.

The local itself, Brierather estimated, had a boycott staff of 15 to 25, international headquarters about 11 or 12 representatives. Kohler Counsel Chase described the boycott field staff as "professionals, mostly international representatives or regional organizers;" beyond these, he said, "almost any paid employees of any union anywhere is likely to get into the act on occasion" (p. 9752). Conger noted that the UAW had divided the entire country into "boycott districts," whose representatives operated "full time" (p. 9508).

In and around Sheboygan County itself local 833's boycott efforts garnered the active support of unions otherwise affiliated. A strike broadcast on Station WBHL early in the campaign reported—

> * * * the recent publicity given the Kohler strike through the clay boat situation has given the entire program a shot in the arm. * * * The willingness of organized labor to lend

> a hand has certainly given us a lift in morale and, incidentally, has kept us busier than Edmund J. Biever dodging a National Labor Relations Board subpena (p. 9584).

Rand described the scope of the boycott campaign as both printed and verbal. The first, he said, included distributing literature "dealing with the issues involved in the strike, the hardships of the people" (p. 9246), and an advertising program "advertising the fact that the Kohler Co. is an unfair company" (p. 9247). The second took the form of a "direct approach to individuals and groups," including, he said, other unions and plumbers' conventions. City councils and State legislatures were also talked to, Mazey testified.

Added to the printed and verbal forms of activity was a third; Rand affirmed that he had personally participated in groups carrying signs to the effect that "Kohler products are made by scabs" but would not agree that these gatherings "were picket lines as such" (p. 9249).

Rand declared that this particular form of endeavor had been engaged in at the start of the boycott but to his knowledge was no longer being done. Lucius Chase testified that there had been "no very recent instance, I mean within the last few months," but added: "We never know when they have stopped something because it may start again" (p. 9790).

The follow-the-truck campaign, Rand explained, had as its goal the ascertaining of where Kohler products went, in order to "try to develop some sort of a boycott program as such." But, he added, this project was the local's brainchild, and he knew of no set procedure the truck-followers were to follow.

Brierather, shedding light on this point, testified that they carried "a few signs," and literature which they distributed if "there was anybody there to take it." In a few instances, he said, they picketed the truck destinations, but so far as he knew they made no effort either to induce the drivers to turn back or to force the trucks off the road; in fact, Brierather noted, his campaigners were specifically instructed "to maintain a different distance" (p. 9649).

A first-hand account of the work of the follow-the-truck committee was provided by Roy Johnsen, one of its "dozen to 15 or 16" members. Johnsen testified that he volunteered for these missions to get "credit for picket duty," since in order to receive strike assistance "we had to put in so many hours a week" (p. 9730). Expenses for the trips were also provided, he said, probably by the international "because I think our local is broke" (p. 9743).

When he and his mates set out, Johnsen went on, they had no idea where they would end up. At the truck's destination they would check in with the union and also "relate the Kohler story" to "whoever would stop and talk to us" (p. 9728). They also picketed the truck's delivery point, he said, but only at the time the truck was there, and not if it was pulled inside but only if they had "clear vision" of it (p. 9729).

They also kept an eye on the unloading, Johnsen said, because the purpose of the boycott was "to find out the truth," and the unions had heard rumors that the trucks were leaving the Kohler premises "half loaded, empty, and everything else" (p. 9745. He did not recall that

he had engaged in any harassment of a truckdriver or that he had ever tried to force a truck off the road—

> It would be pretty foolish to try and force a "semi" off the road with a car (p. 9732).

Introduced into the testimony was a written report by Johnsen to the union, a practice which he said he regularly pursued, concerning a truck-following trip to Iowa. Questioned about a notation that the driver was "scared stiff," Johnsen opined: "Probably his conscience was bothering him" (p. 9741).

Neither Rand nor Brierather felt that the follow-the-truck campaign amounted to much; Brierather dubbed it a downright "big flop" (p. 9649) which was discontinued, he reckoned, after about 60 days.

As to the activities in which the follow-the-truck committeemen had engaged outside where the trucks were unloading, Walter Reuther testified that it was his understanding that they were not picketing but "demonstrating for the purpose of advertising" the boycott. He added:

> Maybe you start splitting hairs. I am not interested in that, really, because it gets no one anywhere.
>
> The facts are that they were supposed to be advancing a legitimate and legal primary consumer boycott. Sometimes people are overly enthusiastic and they get a little bit out of bounds. But where we found that was the case, we did everything we could to correct it as early as possible (p. 10010).

After the failure of the truck campaign, "another gimmick, so to speak," was hit upon, Brierather said, in the shape of caravans, also called "boycott on wheels." As he described them, they were 1-day companionable affairs in which some 25 carloads of people would travel to Milwaukee, Racine, Kenosha, Appleton, and other communities and drive through the main streets at key shopping hours, displaying large signs exhorting viewers not to buy Kohler products and distributing leaflets and handbills to the same effect.

The strikers themselves supplied the cars and signs, Brierather added, and the local the gasoline. By arrangement, law-enforcement officials in the communities visited would provide "the proper right of way" for the parade, and in the few cases where permission to parade was refused the caravan members were allowed to distribute the literature, which the UAW international furnished.

In its presentation of its side of the boycott story, the company took no note of these excursions, but attached far more weight than the union had to the follow-the-truck campaign, as did a number of truckdrivers who had been trailed. Kohler testimony flatly labeled the campaigners' activity at the unloading points as picketing; further, said Conger, one truck was followed to Sioux Falls, S. Dak., "which is quite a ways for a truck to be followed" (p. 9787), another was "shot at" (p. 9507), and the homes of some truckdrivers were vandalized.

Of about a dozen cases of so-called ambulatory picketing cited by Kohler witnesses, the two to which they devoted the most attention concerned a Milwaukee firm, F. R. Dengel Co., a Kohler distributor, and the Neis Co., a plumbing and heating contractor and customer of Dengel, located in nearby West Allis.

These cases were detailed to the committee by Kohler counsel Chase, who testified as to what he had heard about the cases.

The incidents involving the Dengel and Neis firms took place within a week of each other and, as described by Chase, followed a similar pattern. Although in both cases the Kohler Co. itself was making the deliveries, Chase noted that the Neis Co. was not a direct customer of Kohler but of Dengel, therefore "our customer's customer" and "twice removed from us." He cited this as an example of picketing on what he called the "second level down" (p. 9787).

The picketing at the Dengel Co., Chase recalled, first took place on May 25, 1955, with four pickets patroling back and forth at the end of the alley where the truck was being unloaded and calling the driver "abusive names;" later, he said, they were joined by UAW international representative Ray Majerus, who "loudly led the yelling." Two days later, Dengel was again picketed, with Majerus once more present. This time, Chase noted, Desmond and two company men with cameras were on hand; Majerus warned one not to take any pictures of him or he would neither have the camera nor "appear in any court." Further, said Chase, Majerus actually "grabbed at" the camera of the other man, whereupon two policemen pulled him away.

That same morning, Chase testified, one of the pickets talked to drivers of other trucks present about "scabs" and "scabware," and during the unloading, Roy C. Lane, president of Teamsters Local 200, "stood near the pickets and gestured local 200 drivers away" (p. 9756).

Desmond himself testified that he and the photographers were at Dengel that day "* * * to record whatever was necessary in the way of evidence which would assist us at some later time if it became necessary to do anything about it" (p. 9778).

Roy Johnsen of local 833's follow-the-truck committee, although not one of the pickets named by Chase or Desmond, said that it was "very possible" when asked if he had picketed Dengel around June 1 of that year.

> Senator CURTIS. Did you say anything to the people with the camera?
>
> Mr. JOHNSEN. I don't recall, sir.
>
> Senator CURTIS. Did you say, "We don't need cameras. We can smell you."
>
> Mr. JOHNSEN. That is possible (p. 9743).

Johnsen also said it was "probably" true that someone of the people around the unloading dock at Dengel was called scabby, adding—

> * * * The word "scab" was used many times in this strike, and it is still going to be used (p. 9742).

The Neis Co.'s unloading dock was picketed 4 days after the second Dengel episode by seven men led by UAW international representative Donald Rand, Chase testified, adding that Rand asked the proprietor not to accept the Kohler shipment and to stop handling Kohler products. When Neis refused, Chase reported, Rand took four pickets around the corner to the front of the Neis store, where they indulged in name-calling (p. 9757). Both this group of pickets and those left at the loading dock handed out circulars and told passersby not to buy Kohler ware, Chase said, and even after the Kohler truck had left, they remained at Rand's orders, as a result of which another truck-driver refused to unload.

The picketing at Neis went on daily for several months, Chase said, adding:

> The actions were much the same, with occasional changes in the cast of characters.
>
> As time went on the pickets became more bold, trespassing on the customer's property to peer into the truck or into the warehouse in order to identify products being delivered and shipping data on the crates. They made detailed notes (p. 9757).

The chief bit of new data added to this account by eyewitness Desmond was that while Rand was "positioning himself" in front of Paul Jacobi, the Kohler employee who was taking pictures—

> I got too close to him one time and he said "You better keep away from me, Desmond. I am looking for an opportunity to get at you" (p. 9781).

Rand remembered asking "somebody connected with" the Neis Co. to "consider the problems of the Kohler strikers," (p. 9867), but could recall no discussion that day with Desmond. As for Jacobi, whom he characterized as the company's "famous cameraman," Rand identified him as the same person who had "tried to provoke me into an incident" during the home demonstrations in Sheboygan, and that at the Neis Co. Jacobi and Desmond—

> * * * slowly went around the block.
>
> I don't know what they were doing—trying to get more evidence to try to provoke us into certain acts. They weren't successful (p. 9869).

Kohler-owned vehicles were not the only targets of the union's follow-the-truck campaign, Lyman Conger testified. Common carriers transporting Kohler products were also subjected to the treatment, he declared, mentioning the J. L. Scheffler Co., which he said had its trucks not only followed but one shot at, its drivers victimized by vandals, and its Chicago unloading docks picketed.

Testimony was heard from three Scheffler drivers, two of them members of Teamsters Local 56 in Sheboygan and the third a member of Teamsters Local 710 in Chicago. The two members of the Sheboygan Teamsters local, Arthur Butzen and Joseph Schinabeck, testified that its assistant business agent had given them permission to cross the Kohler picket line. The third driver, Leroy Taylor, testified, that he had had received no definite instructions from his union, but that—

> * * * Mr. Scheffler had talked with the business agent of this local, of the Chicago local, and the business agent had made a statement to Mr. Scheffler that our union was not on strike and neither was the Scheffler Transport Co., and Mr. Scheffler instructed me to go into the plant (p. 9699).

All three attested to experiences of a sort which, they said, had never befallen them prior to the strike. In March 1956 Schinabeck's Main Street home in Sheboygan was paint-bombed, four jars' worth, incurring $1,000 damage which, he testified, the Kohler Co. paid even though he was not in its employ. Butzen, who lives about a mile and half south of Sheboygan, suffered damage to his home on

three separate occasions in 1955, when two rocks were thrown through his picture window, when the same pane had a hole put through it by what "appeared to be a lead slug or probably a marble" (p. 9710), and finally when three shotgun blasts were fired through the front door and two into his car.

Butzen also was shot at, he thought, while driving his Scheffler truck to Chicago. He saw an approaching car put on bright headlights, and as it came alongside his trailer, he heard a blast which he attributed to a blowout. He checked but found none, and continued on. In Milwaukee, Butzen said, another Scheffler driver caught up with him—

> * * * And he asked me if I was shot at on Highway 28. Well, I started thinking and, of course, I remember this blast, and he said he definitely was shot at because he had seen the blast or the flame come out of this car as it passed him (p. 9713).

The next morning, Butzen continued, they heard that a farmhouse at the same location where the second driver had been shot at had had a window shot out that evening.

Butzen offered the information that while he didn't think "scab" was a term that could be applied to himself, "If I was called a strikebreaker, I would say that would be the correct name for me" (p. 9719). He felt that there were "a lot of fellows that probably would have liked to have beaten me up," because he was one of the first drivers in the Sheboygan area to cross the Kohler picket line.

The third Scheffler driver, Leroy Taylor, then a Chicago resident, since of Sheboygan, testified to several separate highway incidents he had experienced while traveling the route between Kohler and Scheffler. First, he said, one rainy day a driver in a convertible with the top down and no license plate pulled in at the gas station where he was parked and cursed and swore at him, mentioning nothing about the Kohler Co., however.

> Mr. KENNEDY. Just swearing at you?
> Mr. TAYLOR. Just cursing and trying to aggravate us.
> Mr. KENNEDY. For what reason did he say?
> Mr. TAYLOR. He didn't say, sir (p. 9701).

With Taylor at the time, he recalled, was another Scheffler driver whom this car had "almost" run over just prior to the gas station encounter. Shortly thereafter, en route toward the Kohler Co., Taylor recalled, the same car drove up alongside him and a man next to the driver pitched a length of pipe at the cab of his tractor, hitting the door.

On yet another night Taylor was coming down the road about 7 miles from the Kohler plant, he said, when he passed a parked car which then put on its lights, as a signal he theorized, and almost immediately he came upon what looked like sawed tree stumps in the road; swerving to avoid them, he had a blowout and the fender was slightly damaged.

In the fourth and final incident Taylor described, during the evening rush hour on the north side of Milwaukee, a car with four people in it in front of him kept putting on its brakes, then would pull off on the shoulder of the road, then, when he passed, would cut him off. In this

instance, he said, he got the license number of the car and phoned the Stockville County sheriff's department, also reporting the number to Kohler, which, he testified, found out that the license number was "definitely registered under a Kohler striker's name" (p. 9708). Neither the company nor the sheriff's department, however, could find a record of this incident.

Of the three Scheffler witnesses, Taylor alone detailed his being followed while transporting Kohler products. This, he estimated, occurred thrice in 3 months, without harassment. The first time, as he arrived at his destination, Chicago, he said, the seven occupants of a station wagon which had been bringing up the rear all the way from Kohler also pulled in, got out, and "started immediately picketing Mr. Scheffler's trucking terminal" (p. 9700). They carried signs and different banners, he recalled, proclaiming "something about scabs and not buying Kohler products and such as that," talked with Scheffler, and remained for about an hour.

Of the second major category of boycott activity listed by Donald Rand, the "direct approach to individuals and groups," Kohler witnesses had much to say. To the specific recipients of this approach listed by Rand and Mazey, including other unions, plumbers' conventions, city councils, and State legislatures, Lucius Chase added Kohler distributors, plumbing contractors, journeymen plumbers, architects, and home builders or owners. Chase asserted that a "boycott visit" to any of these people by a union representative "* * * however devoid of open threats, has an intimidating effect. Most people resent the implications and are strong enough to resist. Others are influenced" (p. 9760).

On the government level, anti-Kohler resolutions which Lyman Conger described as "almost identical" in wording and therefore "plain evidence" that they had all been drafted "at the same place, the UAW boycott headquarters in Detroit" (p. 9507), were passed by one branch of a State legislature, one county board, and nine cities. Of this total of 11 resolutions, either naming Kohler or in effect directed against it, Chase said that 7 were subsequently rescinded or not implemented.

The single State resolution, passed by the Massachusetts House of Representatives, urged that all of the State's purchasing officers and departments be instructed that—

> It is highly improper and undesirable to purchase any goods or services from strikebound firms, or firms convicted of unfair labor practices who continue noncompliance with Federal labor laws and court orders; such as Kohler Co. * * * until the strike is settled (p. 9262).

This resolution, Chase asserted, was "slipped through" on February 23, 1956, under a suspension of the rules. Chase attributed this feat to the fact that this was the day after Washington's Birthday and a legal holiday, with few legislators present; the minority leader, he declared, did not know that the resolution had been introduced, let alone passed, until the newspapers carried the word. The resolution

never became effective because it was acted on neither by the State senate nor the Governor, Chase noted, adding:

> It may be of interest that in a remodeling job of the state-house where the resolution was adopted, Kohler plumbing fixtures were used. That is a "plug," Senator (p. 9773).

The Los Angeles County Board adopted a resolution against the purchase of any goods or services from firms "presently violating Federal labor laws and court orders." Passed on April 5, 1956, the resolution did not name Kohler nor, Chase asserted, did Kohler "fall within the terms, but union propaganda left no doubt concerning the target" (p. 9754). The measure was to take effect upon approval by the county counsel, who subsequently advised the board that it was "illegal," Chase said, and the board rescinded it 15 months after its passage.

Of the nine anti-Kohler resolutions passed by city councils, Chase counted four in Connecticut, in Waterbury, Ansonia, Bristol, and New Britain; three in Massachusetts, in Boston, Lynn, and Worcester; and two in River Rouge and Lincoln Park, Mich. The "impetus" in both Massachusetts and Connecticut was credited by Chase to UAW international representative Ovide Garceau. Of these nine resolutions, he said, all but those in New Britain, Boston, Lynn, and Worcester were either rescinded or blocked elsewhere along the municipal line.

Even the three Massachusetts city resolutions which remained outstanding, Chase asserted—

> do not seem to have been effective. For example, Kohler fixtures were installed on the only municipal project in Lynn immediately after the resolution was passed (p. 9755).

He noted that the passage of anti-Kohler resolutions was also sought, albeit unsuccessfully, from the Connecticut cities of New Haven, Bridgeport, Norwalk, Norwich, Shelton, and Torrington, and from the Milwaukee County Board, where the vote was 12 to 9 against. In addition, Chase charged that UAW and local union "political pressure" had also been applied, with respect to specific projects, on other such bodies as school boards, and had prevailed in a few cases.

Chase commented:

> Neutrality is the only tenable position for public officials to take regarding a labor dispute. True neutrality consists of buying just what one would buy anyway without regard to a strike, not buying or refusing to buy a product simply because of it (p. 9755).

UAW international representative Burkhart expounded the union viewpoint on this score:

> I think on the lower governmental level, these people who are in the city councils, are not faceless nonentities, and they evidently have been elected to their position because they have some leadership in their community.

> If I go in and talk to them, and I haven't, but if I should go in to talk to them and try to convince them of the justice of our position, I am certain that as soon as this is found out, that Mr. Conger or Mr. Kohler are going to have somebody in there giving the other side of the story.
>
> Now, this is a democratic deliberative body. They will make a decision for us or against us, and I would not want to take away from them that right, nor would I want to take away from the citizen the right to go and importune his Senator, or his city councilman, and his State legislator or whatever it might be.
>
> To me, this is a democratic system (p. 8654).

Burkhart asserted that while there was a UAW boycott against Kohler, there was also a Kohler boycott against the UAW. Just the night before his testimony, he reported, he had received word that the union had lost an election at the H. C. Smith Oil Tool Co., of Compton, Calif., by a vote of 216 to 92, whereas the previous year the vote had gone against the UAW by only 1 vote, 136 to 135. The UAW representative there, Burkhart said, had informed him by telephone that the company "put out the whole Kohler package" on the day of the election. Burkhart declared:

> * * * this whole Kohler package is all over the country, and every antilabor public relations firm that supplies employees with this material has this. It goes all over the country against the UAW (p. 8654).

Of all the various groups treated to the "direct approach" by the boycott campaigners, Kohler testimony bore down most heavily on the efforts the UAW had directed at certain sectors of the plumbing-fixture industry. That this should have been of major concern to the company was expectable, for the union's move here constituted a thrust straight at the Kohler jugular.

Included in this part of the boycott campaign, company executives Conger and Chase testified, was the Plumbers International Union itself—the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry—as well as wholesale plumbing distributors, plumbing contractors, and such prospective users of plumbing fixtures as architects, mechanical engineers, and home-builders.

The union, Conger said, although "importuned to pass a resolution instructing their members not to install Kohler goods," refused "on the ground that it would be illegal" (p. 9509), instead restricting itself to a resolution of strike sympathy.

Conger declared the other targets of the boycott drive within the plumbing industry "have been importuned not to use Kohler materials with covert and sometimes open threats of picket lines, labor troubles, slowdowns, or sabotage if they insisted on using Kohler material" (p. 9508).

Chase cited about a dozen cases, in Atlanta, Chicago, Dayton, Detroit, Memphis, and Phoenix, as chapter and verse on this point. He singled out Peter Gasser, a Kohler striker employed by the UAW as a "boycott promoter," as especially active on the Chicago front. Among Gasser's efforts, he said, were repeated telephone attempts to pressure a plumbing contractor; a call to a mechanical engineer en-

gaged in building schools, in which he declared that the projects "might encounter construction difficulties" if Kohler products continued to be specified and approved; and a call to an architect saying that the use of Kohler material might slow up completion of the Illinois Bell Telephone building at Barrington, Ill.

Chase's bill of particulars also included Donald Rand and Emil Mazey. Rand, he said, complained to a partner of the Michigan Generator Service, the Kohler electric plant distributor in Detroit, about its Kohler exhibit at the Detroit boat show, and reminded him that "they could picket the display at the boat show" (p. 9761); he also asked that the firm write the Kohler Co. urging a strike settlement. The meeting between Mr. Montgomery, a partner in Michigan Generator Service, and Rand, Chase said, was arranged by Emil Mazey.

Mazey, himself, Chase continued, together with Robert Burkhart, in May 1955 visited a "school job" in Port Washington, Wis., and told the contractor's foreman "that he had better not install Kohler fixtures" (p. 9782).

In reply UAW attorney Rauh testified:

> Mr. Mazey's office records show that he was not in Wisconsin any time during the month of May 1955, and it shows all of his trips and he was not there (p. 9808).

The committee heard direct testimony from Harold E. Kuempel, a building contractor of Niles, Ill., as to his difficulties as a result of using Kohler ware. Kuemper, who estimated that he builds about 20 houses a year, testified that he had no contacts with the union, subletting his work. On one job, he said, he found five or six Kohler bathtubs, at that point "just roughed in" on the subflooring, scratched with some sharp object which had gone in "a quarter of an inch or a 16th" (p. 9826). On the subflooring itself were crayoned the words "stop using Kohler fixtures." After this incident, Kuempel said, he switched to American Standard plumbing fixtures "to stop any other encounter of any vandalism or whatever prevailed" (p. 9829).

Especially vulnerable to the importunings and threats exerted in the boycott campaign, Conger declared, was the plumbing contractor who had to get his help through a union hiring hall:

> If the plumber's union business agent is sympathetic to the boycott the plumbing contractor may well fear that if he desires to use Kohler fixtures he will get no men assigned to him to install them or that the men assigned to him will be the poorest workmen or will slow down so that he will lose money on the job, or that a picket line may be established which will cause interruption on the job (p. 9508).

Conger pointed out that even though the plumbers' international union had itself refused to ask its members not to install Kohler goods, business agents of some locals supported the boycott. Chase indicated that of a total number of plumbers' locals he estimated at 700 to 800, the proportion was small:

> The CHAIRMAN. Are you having any serious trouble getting your equipment installed anywhere in the country?
>
> Mr. CHASE. We have in a few places.
>
> The CHAIRMAN. How many? What would you say?

> Mr. CHASE. Perhaps two dozen in varying degrees, not continuously but here and there and off and on (p. 9784).

As Chase saw it, "fear was the principal characteristic of the boycott." He explained:

> * * * There were not so many instances where a plumbing contractor was actually stopped from installing Kohler fixtures. There were a great many plumbing contractors who were just afraid to take the chance (p. 9802).

The company's star example of this particular aspect of the boycott problem concerned two incidents relatively close to home, in Milwaukee, both involving the Knab Co., a plumbing contractor, and Plumbers Local 75. The "moving spirit" of the local was its business agent, Anthony J. King, Chase said.

The first incident occurred on a plumbing-installation project on which the Knab Co. was engaged in 1956 at the Air Forces Reserve Training Center at Mitchel Field. According to Richard H. Sharp, then a Knab superintendent and himself a member of local 75, the fixtures to be installed were Kohler-made. After the job had been "completely roughed in," Sharp said, some 11 plumbers started leaving, one by one, refusing to handle the material.

> Mr. KENNEDY. For what reason?
> Mr. SHARP. Well, I asked a couple of the boys why and they say it was their own opinion to leave and one of them did tell me he had received a call from the business agent telling him if he wanted to stay in the local and not be blackballed, he had better not put the fixtures in (p. 9818).

Sharp recalled that the Knab Co. wound up the job with three plumbers, finishing it "by the skin of our teeth" in the face of a $400-a-day backcharge. The men who had walked off, he testified, went back to the hiring hall and were put to work elsewhere right away.

King, in his appearance before the committee, denied the Sharp story of the Mitchel Field affair in its entirety. He asserted that he and Sharp, in the time since the latter left the Knab Co., "have had a little difficulty" (p. 9851) and that Sharp was "vexed" with him. The difficulty, King said, arose out of Sharp's union dues delinquency; on being threatened with expulsion, he said, Sharp had asked for a withdrawal card which was denied to him, under the terms of the union's constitution, because he was then still working in a shop where the union had an agreement.

The second incident involving Knab and local 75 occurred shortly after the first, in September 1956. Only the month before the plumbers international union had voted not to refuse to install Kohler fixtures, citing the Taft-Hartley provisions against a secondary boycott. In September, King, in local 75's official bulletin, reported that the union's attorney had advised that "individual" members had a "right to refuse to handle Kohler plumbing ware and that they cannot be prosecuted for doing so" (p. 9766).

Around the time this bulletin was issued, St. Luke's Hospital in Milwaukee was building two new wings. According to Chase, the hospital authorities had "specifically requested" the architect for

Kohler fixtures—he had specified them—and the Knab Co., again the contractors on the job, was ready to install them.

Knab superintendent Sharp told the committee that the hospital's old building already contained Kohler fixtures, and that the hospital board wanted Kohler ware in the new wings not only for matching purposes but for maintenance, "so they would not have to have additional parts on hand" (p. 9818).

While Knab was in the process of loading the material for the job, Sharp said, he received a call from King predicting "trouble" if the Kohler fixtures were installed. Sharp recalled that he asked King what he meant by "trouble," and that King declared that the Knab Co. would get no men from the union hiring hall. Three days later Sharp's foreman, Carl Papp, walked off the job saying he "could not stand the telephone calls" he was getting from King; he was replaced, Sharp said, by the Mitchel Field foreman, who was transferred directly from that project without recourse to the union hiring hall.

King, in his testimony on this score, denied making the phone calls to Papp and, while conceding that he had telephoned Sharp, offered a different interpretation of the conversation:

> * * * I called Mr. Sharp and told him "I am afraid you are going to have difficulty getting men for the reason that I am already experiencing difficulty in furnishing men for those jobs where Kohler fixtures are being used now" (p. 9850).

King explained that—

> * * * Our capacity to furnish plumbers at times just is not large enough to take care of the demand. For instance, we were 50 plumbers short at the time when St. Luke's Hospital was begun, and there were at least 40 contractors waiting for perhaps a total of 75 plumbers at the time (p. 9852).

Sharp's assertion to the contrary, King said, he had furnished more plumbers to the hospital job during that period of time than any other contractor, including much larger ones. He added, "I was criticized by other contractors because I was channeling more plumbers into the Knab shop."

Subsequent to his phone conversation with King, Sharp said, the hospital board met, surveyed the question of switching to another brand of fixtures, and decided to stand by the Kohler product. At this meeting, Sharp recalled, was UAW International Representative Majerus, who "told the hospital board how poor the fixtures were and that they should not be put in the job" (p. 9820) and who also indicated, Sharp said, that the Community Chest might be boycotted if St. Luke's used the Kohler ware. The reply, according to Sharp, was that this would not hurt the hospital because its percentage from the Chest was small, most of the support coming from other donors.

Eventually, Lucius Chase declared, the Kohler fixtures were installed in St. Luke's new wings, but not until after a picket line had caused both the plumbers and the building trades unions to stay off the job over various periods of time. Chase testified that the line was made up of "so-called citizen pickets" and the union pointed out they had nothing to do with the UAW. The Kohler detectives monitored conversations of the pickets and their reports indicated that some of the pickets were members of the Brewery Workers Union. The hos-

pital sued 17 of them individually for conspiracy to interfere with lawful business and the defendants refused to testify, relying on their constitutional privilege and at the time of the committee hearings the case remained in "status quo" (p. 9760).

Two other efforts to insure that charitable institutions which bought Kohler products did not benefit from union contributions to local Community Chests were reported at the hearings. In the first instance, in January 1956, the Wisconsin State CIO, with which the UAW locals in the State are affiliated, announced that it would not donate to Community Chests in which institutional users of Kohler products had a part.

The second instance cropped up in March 1958, after the hearings had begun. In this case the AFL–CIO in Duluth voted to withhold support from the city's Community Chest unless it dropped one of its agencies, St. Mary's Hospital, which had refused to rescind a contract for $7,000 in Kohler products ordered for a remodeling project.

The UAW's viewpoint on the Community Chest matter was set forth in a memorandum on the boycott prepared by UAW Attorneys Rauh and Redmond H. Roche, Jr. It declared that the union generally approached charitable organizations using plumbing ware the same way it approached "any other consumer"—with a request to "purchase and install a union-made brand." In a few cases where the organization had not indicated a desire to go along, the memorandum continued, union members in the area "quite naturally" became aroused, to the point of "threatening to withhold contributions to the community agency supporting the charity" (p. 9816). The memorandum noted that the union has always "discouraged such action," although "it is sometimes exceedingly difficult" (p. 9816).

Emil Mazey pointed out that both the UAW and the labor movement contributed "hundreds of millions of dollars yearly" to Community Chests, and that he himself has served on the Community Chest in Detroit, but he added that he didn't see "anything wrong" with "urging that the good union dollars ought to be used to buy good union products" (p. 8951).

Walter Reuther, however, observed of the Community Chest episodes discussed before the committee:

> I think they carried this into an area of the community where it does not properly belong (p. 10235).

Reviewing the general conduct of the boycott, Kohler Attorney Chase decried the UAW's claim that it has conducted a "legal primary boycott." This assertion, he said, "stood exposed as a sham" as soon as the union undertook to picket "third parties," which "usually violates the law" (p. 9751).

Chase observed:

> * * * I feel very strongly that when the battle goes beyond the immediate contestants in the arena, that it has gone too far.
>
> I think that neutrals, these third parties, are not only the principal victims but the ones most in need of protection.
>
> As soon as the effort goes beyond mere voluntary persuasion, the "Please, wouldn't you help us" sort of thing, it has gone too far (p. 9785).

Additionally, Chase declared, the ban in section 8(b) (4) of the Taft-Hartley Act against inducing or encouraging employees to refuse to install goods in support of a boycott may also have been violated by the inducing and encouraging of journeyman plumbers to refuse to install Kohler products. Chase cited an article in local 833's publication, the Kohlerian, on April 5, 1957, which pointed out that while a refusal by the "plumbers union" to install Kohler fixtures would violate the Taft-Hartley law, the "plumber as an individual" can refuse to install them. If he got fired for it, however, there was nothing his union could do for him, the article noted.

Chase argued that under the doctrine of the *Genuine Parts* case—

> * * * if a union advises its members of their rights to refuse to handle products "as individuals," in a context where such advice constitutes inducing and encouraging them to take such "individual" action, it is in violation of section 8(b) (4) of the Taft-Hartley Act.
>
> In other words, this would be a "concerted individual refusal," akin to the concept of "conscious parallelism" which has found a place in antitrust law (p. 9762).

Chase noted, however, that "additional evidence might be needed to establish a case technically" (p. 9751), and Lyman Conger, while declaring that the NLRB has "at least twice brushed aside this obvious subterfuge" of acting "individually in concert," acknowledged that the question of whether instructions so to act are an inducement and encouragement in violation of the act "may not yet be definitely settled" (p. 9509).

The UAW's memorandum on the boycott, especially prepared for presentation to the committee, labeled it a "consumer boycott" which "in no way" violated the secondary boycott provisions of the Taft-Hartley Act:

> Our purpose has been simply to direct the attention of the public to the facts surrounding the Kohler strike; in other words, to tell the broadest possible section of the public the Kohler story (p. 9811).

The memorandum pointed out that the UAW had never "made any secret" of its boycott, and had confined its activities to "open appeals to the public to refrain from patronizing" Kohler. The company, it declared, now sought to "challenge the legality of our exercise of the constitutionally protected right of free speech" (p. 9811).

UAW Attorney Rauh pointed out that in spite of its charges of violations by the union the Kohler Co. "has never sued" the UAW and never taken any legal action about the "illegality of our alleged secondary boycott" (p. 9810).

As to the company's failure to take direct legal action, Chase observed:

> * * * our attitude toward litigation throughout the boycott has been that it is a last resort.
>
> We don't start litigation to punish someone vindictively for what has happened.
>
> Any action we take by way of litigation or otherwise in connection with the boycott is geared to the future. We are interested in the next job, not the last one. And if we can

clear up a situation persuasively and without litigation, we do it (p. 9789).

Rauh acknowledged that charges arising out of the UAW boycott had been filed with the NLRB, not by the company itself but by other firms. There were three such cases, all alleging violations of the secondary-boycott provisions of the Taft-Hartley Act. The respondents in the first were both local 833 and the international UAW; in the second, the international alone; and in the third, neither UAW group but the Jackson County CIO Industrial Council of Jackson, Mich.

Under the consent decrees agreed to by the international in the two cases in which it was a defendant, Rauh pointed out, the Kohler Co. could have sought a contempt order if it felt that the union was in continued violation, but did not do so.

The first case, in Milwaukee, stemmed from the clay-dock affairs. The complaint charged that local 833 and the international, by picketing the Sheboygan dock on July 5, 1955, the Milwaukee dock at which the *Fossum* was berthed on or about July 7, and the Sheboygan rail yards on or about July 25, when the clay was returned by rail, and also by using "other conduct including threats and violence" on July 5 in particular, had induced or encouraged employees of the Buteyn Construction Co., the Chicago & North Western Railway, Hammill & Gillespie, and the Paper Makers Importing Co., importers of the clay, to engage in strikes or concerted refusals in the course of their employment with the objective of forcing these firms to cease using, selling, handling, transporting, or otherwise dealing in Kohler products.

At the end of August 1955, local 833 and the international signed what NLRB Solicitor James V. Constantine described to the committee as a "stipulation agreement," requiring them to cease and desist from picketing, engaging in any other manner in a secondary boycott with respect to the employees of the complainant firms or "any other employer" except Kohler. A month later the Seventh Circuit Court of Appeals in Chicago entered a decree enforcing the NLRB order.

UAW Attorney Rauh pointed out that in the settlement agreement the union stipulated that it admitted of no violation of law, and Emil Mazey quoted a statement at the time by the union lawyer on the case explaining that in view of the fact the NLRB hearings on the strike itself were then underway the union did not want to delay its case against Kohler "merely to defend ourselves against an unfounded charge" (p. 9052).

NLRB Solicitor Constantine was asked:

> Senator MUNDT. In these hearings, Mr. Rauh has repeatedly emphasized that the stipulation in the uncontested part of the case expressly provided that the UAW did not admit any guilt, and that the stipulation was not to be admitted as evidence in other proceedings.
>
> Does this necessarily differentiate this consent order from NLRB orders in contested cases?
>
> Mr. CONSTANTINE. No, Senator; it is not unusual in settlement cases to have a provision that the party, respondent, does not admit by the settlement any guilt, and it is not un-

usual to provide that it shall not be admitted as evidence in any other proceeding.

But that, in my judgment, doesn't differentiate it from any other NLRB order in a contested case. The Board's order, if enforced by the court of appeals, is just as outstanding as any other order (pp. 9928–9929).

The second case before the NLRB involved UAW picketing for several days in the spring of 1957 of Hartshorn Bros., a plumbing contractor in Bellflower, Calif., near Los Angeles. Prior to that, Kohler Counsel Chase noted, someone identifying himself as a UAW representative "from the East" had asked Hartshorn "to go along with the boycott" and had been refused.

After consultation with Kohler, Chase testified, Hartshorn Bros. filed charges against the international UAW with the NLRB in Los Angeles, and the union again signed a settlement requiring them not to "induce or encourage" Hartshorn employees with the objective of forcing Hartshorn to cease doing business with Kohler.

Chase noted that Kohler had a showroom in Los Angeles and that the three pickets—a man and his wife and another man—"didn't have to picket the customer to get at Kohler Co. even if the argument were to be made that that sort of thing was legal" (p. 9787).

Emil Mazey asserted that the matter involved was one of "free speech picketing," and that—

* * * we weren't attempting in any way to stop the employees of the dealer from their work. We were merely expressing our views by picketing as a matter of one way of expressing our views that Kohler was on strike * * * when the matter was raised, we agreed we would end it (p. 8947).

In the third case, involving a Kohler distributor, the Link Co. of Jackson, Mich., respondent was the Jackson County CIO Industrial Council, which signed a settlement agreement similar to the other two. Link had previously applied for and secured a circuit court injunction against the picketing, Chase said, but because of "some doubt as to the legality of that injunction under the Federal preemption doctrine" (p. 9788) had also taken recourse to the NLRB.

Chase testified that the reason the UAW was not made a respondent in this NLRB case was because of ignorance at the time of the identity of UAW International Representative John Archambeault, who, he declared, had nonetheless taken part in pressure and threats on Link to discontinue handling Kohler goods and had also joined in picketing it.

It was plain that notwithstanding the company's denunciations of the union's activities in this field, it had survived them without basic hurt. Assessing the result to the date of the hearing, Lyman Conger testified that—

In our judgment the sales that we have lost because of the boycott have been more than offset by the sales that we have gained because of it (p. 9509).

Chase detailed this overall summation, declaring that the company was "at least holding its own competitively."

He noted that the decline in residential construction in the past 2 years had been "significantly felt" by the entire industry, but that

Kohler sales and earnings had been affected less than those of its competitors, "according to the latter's published reports" (p. 9768).

Chase was asked:

> The CHAIRMAN. * * * Is the plant operating now to capacity?
>
> Mr. CHASE. It is operating normally, Senator. It very seldom operates at all capacity.
>
> The CHAIRMAN. You say it is operating normally. What percentage of capacity would you say? Let me ask this way, first: Is it back now in production to a level comparable to its production at the time the strike was called?
>
> Mr. CHASE. It is, in relation to the potential market; may I point out, Senator, that approximately 900,000 homes were started in this past year.
>
> The year before, about 1,100,000. The year before that, 1,300,000, and residential construction does represent the principal market for this industry. Now, in relation to the market available, we are in normal production by prestrike standards.
>
> The CHAIRMAN. Of course, if they build a million less houses, you would sell a few less fixtures; is that correct?
>
> Mr. CHASE. That is right.
>
> The CHAIRMAN. On the basis of the economy in 1954 and on the basis of the economy in the construction program now, you would say that the company is back operating on a normal basis?
>
> Mr. CHASE. Yes, sir. We feel we have maintained our competitive position (p. 9783).

The anti-Kohler resolutions passed by governmental bodies, Chase estimated, had lost the company "several dozen" projects throughout the country, including a large hospital job in Los Angeles. But in some of the other areas of the boycott, involving private consumers, he said, the company had "actually received business" specifically as a result of the strike "because a lot of people don't like to get pushed around" (p. 9775). He observed:

> * * * Now, whether the greater impact is on one side or the other, no one can say, because most consumers just don't communicate, and they either buy or don't buy and keep it to themselves (p. 9775).

In answer to the question of whether the company had felt any "appreciable" injury from the boycott, he said that it had, in that "offsetting action" had to be taken, including a "better and harder job of selling" (p. 9783).

Chase testified that the company "made money" the first year of the strike, 1954, coming out with a net taxable income, and that it had a "much larger" net income in 1955, 1956, and 1957.

> The CHAIRMAN. 1957 was a larger year than 1955 and 1956? Have you been increasing your profits each year?
>
> Mr. CHASE. 1957 was the year of declining residential construction, but in relation to the market we felt that it was as good a year as 1955 (p. 9783).

Boycott Coordinator Brierather testified that the campaign had been "effective" where applied, but "not successful" in that not enough economic pressure had been put on Kohler to induce it "to come to the bargaining table and negotiate and bargain in good faith and try to get this strike settled" (p. 9675). He added:

> * * * The battle is still in doubt, so to speak.
>
> The CHAIRMAN. I know the battle is still going on. Now, a small company with less financial resources against a large union with great resources, such as the UAW, would be helpless and defenseless practically against such economic pressure; would it not?
>
> Mr. BRIERATHER. Yes, sir. Similarly a smaller union would be helpless against the Kohler Co., too.
>
> * * * * *
>
> The CHAIRMAN. * * * the reason primarily that the Kohler Co. has been able to survive the boycott has been because of its financial resources which enabled it to resist and put up the fight; isn't that true?
>
> Mr. BRIERATHER. That is very true.
>
> The CHAIRMAN. You agree with me on that?
>
> Mr. BRIERATHER. It is very rich, yes (p. 9677).

The "real injury" from the boycott, Chase declared, was to Kohler distributors, who depended on a relatively localized market. Some of them, he said, had "felt it severely" (p. 9738). The company had not paid any of them money to "resist the boycott or anything of that sort" (p. 9776), but—

> * * * in an area where the boycott pressure seems to be verging on the illegal, we retain counsel and we have a community of interest with our distributors, we believe, and with the plumbing contractors, and with the owners and everyone interested in having the material installed (p. 9776).

The small distributors "very definitely" suffered more than the larger ones, Chase noted, because as a matter of practice they handle Kohler products exclusively, whereas a larger firm "has the resources to be a little more independent in running his own business" (p. 9803).

The case was cited of one Chicago jobber who complained that he had spent thousands of dollars advertising Kohler ware, and wondered how long he could go on selling it in the face of refusals to buy. Brierather was asked:

> Senator CURTIS. * * * Do you think that it is right to attempt or to put such a man out of business, or to put him out of business by means of the boycott that you are directing throughout the United States?
>
> Mr. BRIERATHER. Well, I believe that this, whoever it is, has the right to switch to another one, even if only temporarily. This man is put in the same position as the Kohler worker who has invested 20 years of his life making Kohler products, sir (p. 9671).

UAW Attorney Rauh observed:

> * * * Of course a strike and a boycott hurts neutrals. When we go on strike in a city, any union, the grocer is hurt because there is less money for the workers to spend at the grocery store.
>
> When you go on a boycott, someone is bound to be hurt but in a sense they are allies. The distributor is an ally of the Kohler Co. * * * (p. 9808).

How much the wielder of the boycott weapon had had to pay for using it could not be specified, UAW International Secretary-Treasurer Mazey told the committee, because expenditures for the campaign were included in overall figures for the strike itself. The total expenditure for the strike from its inception through December 31, 1957, he testified, was $10,188,961.67.

Mazey broke down the sources of this sum as follows: The international's strike fund, $9,814,000; UAW locals, $207,579.34; other unions outside of the UAW, including the Brewery Workers and AFL groups, $145,559.92; individual merchants, including some in Sheboygan, $32,331.19; contributions to a local 833 choral group, $9,238.02; and $1,000 from about 15 other sources.

The $10 million, Mazey said, went for strike assistance; payment of strikers' medical and life insurance premiums when the Kohler Co. cut off the insurance; payments of rents and utility bills in emergency cases, because, he said "many" of the strikers were faced with evictions and with the shutoff of their gas and electric utilities. Also included in the $10 million expenditure was a $246,453.43 item for "printing, publicities, radio, prints, photos, and signs" (p. 8988).

From an extensive study of the international's books Committee Accountant-Consultant Bellino testified that the union's bookkeeping procedure "definitely is one of the best methods we have seen in any union," noting it had an auditing division of about 22 men, whose reports are "identical with what certified public accountants would put out" (p. 10242). The procedure for keeping Reuther's personal records was likewise "entirely vastly different from the other union leaders that we have had before us and which we had investigated" (p. 10241), Bellino reported from a study of the UAW president's bank statements, canceled checks, and income tax returns from 1942 through 1956, all voluntarily submitted by Reuther.

The cost to the company of the strike—as apart from any loss of business—could not be estimated with any precision, Lyman Conger told the committee, noting that there were "shadow areas," which might or might not be regarded as strike expenses, as for example the salaries of supervisory personnel during the 54 days of mass picketing. Conger declared:

> * * * I don't believe that anyone can make an accurate appraisal of what this strike has cost the company. There are certain fixed expenses that could be tabulated, but I would know no way of finding an absolute accurate or even an approximate figure of that (p. 9782).

In a review of other broad aspects of the strike, each side was asked to list the illegal or improper practices of which, in its opinion, the other side was guilty.

As Herbert V. Kohler saw it, there were five counts on this score against the union: the mass picketing for the first 54 days, the home picketing, the vandalism and violence, the boycott, and the "importation of goons from without the State" (p. 9937).

As Walter Reuther saw it, there were four "broad categories" with which the company could be charged: refusing to bargain with the union, attempting to break the union, creating a "small arsenal," and employing "informants and detectives and spies" (p. 10002).

Both sides were similarly asked to present their views of the strike issues still unresolved. The company did so in a "staff memorandum," the union in a letter from the three top officers of local 833, who also constitute its bargaining committee. The union listed five issues, the company these five plus three more. The five issues which both agreed remained unresolved included the reinstatement of strikers and rescinding of discharges, arbitration, seniority, pensions, and paid lunch time in the enamel shop. The three additionally described by the company as unresolved, but not so labeled by the union, were wages, seniority, and hospitalization benefits.

As to the five issues mutually listed by both sides, company and union presented them as follows:

On arbitration, the union described the issue thus:

> Final step of the grievance procedure involving arbitration of grievances (p. 9643).

The company described it thus:

> Arbitration: The union proposed practically unlimited arbitration which would have given a party having no knowledge of their business or responsibility for its successful operation the authority to make vital management decisions affecting the welfare of the company.
>
> The company offered arbitration of the interpretation and application of the contract, i.e., all the power that a court of law would have (p. 9642).

On seniority, the union described it thus:

> Seniority (10 percent deviation on layoff) (p. 9643).

The company thus:

> Seniority: During June of 1954 agreement was reached on this subject due to company concessions.
>
> Then the union raised a question of interpretation of a contract provision relating to layoffs which had been in the old contract and which the union had previously accepted (p. 9642).

On the enamel-shop issue, the union thus:

> Lunch period in the enamel shop (p. 9643).

The company thus:

> Paid lunch time in the enamel shop: The union demanded a 4-percent increase in the piece rates in the enamel shop to provide pay for eating lunch.
>
> The company's position was that the union's demand was a thinly disguised demand for a 4-percent wage increase. The company offered two 10-minute lunch periods without pay (p. 9642).

As to these three issues just cited, the union declared that it proposed to settle them on the basis of the language contained in its 1953 contract with the company, and that, together with all other changes in contract language incorporated in the company's proposal of July 26, 1955, and with "the wage standards and classifications presently in existence" at the plant, "this would constitute the basis for a new contract between the parties" (p. 9643).

On the fourth unresolved issue mutually listed by company and union, pensions, the union described it thus:

> Pensions: The union has withdrawn its demand for noncontributory pension plan and will agree to the present company contributory pension plan provided that the company will meet the minimum benefit of $2.25 per year of service. Arrangements should be made to apply this minimum benefit to those workers who have already retired during the course of the strike.
>
> Arrangements should also be made to permit employees who have withdrawn their contribution to the existing pension plan during the course of the strike to reinstate themselves under the plan (p. 9643).

The company thus:

> Pensions: The union demanded a noncontributory pension plan. The company's pension plan is contributory, like social security, although the employee's contribution is less than under social security.
>
> The company offered to make the minimum pension benefits under its existing contributory pension plan equal to the maximum pension benefits under the union's proposed plan (p. 9642).

The remaining unresolved issue cited by both company and union, which Lyman Conger asserted was the "razor-edge" issue (p. 9533), was the question of reinstatement of the strikers. The union proposed to settle this "entire matter" on the basis of the NLRB trial examiner's intermediary report of October 9, 1957, in which he sustained the company's action in discharging 57 strikers "guilty of serious or illegal conduct in connection with the strike," recommended that 33 others so fired be reinstated, and, beyond these, recommended that strikers desirous of returning to work be reinstated as they apply for reemployment.

As expressed by Conger, the Kohler position on the discharged strikers was that they would not be reinstated "unless we are compelled by law to do so, in which case, of course, we will" (p. 9532), and that as for the remaining strikers, the company was not willing to "discharge or lay off present employees" to create jobs for them. They would be reinstated as jobs opened up, Conger said—

> * * * but understand that that may be a period of several years, or many years, and it may never come, possibly (p. 9512).

The three issues listed by the company as unresolved were union security, insurance, and wages. The Kohler staff memorandum noted that the union had changed its orginal demand for a union shop to maintenance of membership, but asserted that it had later "taken

inconsistent positions." As to the insurance issue, the company noted that increased benefits which it had offered "were acceptable to the union," and that it had offered to pay the increased cost for the employees, but that the union had insisted that the company also pay the increased cost for "dependents of employees as well." As to the wage issue, the Kohler memorandum declared that "we have no information as to the union's present wage demands" (p. 9642).

The union's letter outlining the issues that it regarded as still unresolved gave no indication that these three issues remained in that category. Additionally, Emil Mazey's prepared statement to the committee pointed out that as long ago as January 1955 the union had "expressed its willingness to do without any affirmative union security provision."

The situation remained unchanged when the trial examiner's intermediary report, issued on October 9, 1957, found that the company had—

> failed and refused to bargain in good faith at all times after June 1, 1954, except during the periods between June 29 and August 5, 1954, and between August 18 and September 1, 1954, when its obligation to bargain was suspended.

Topping the list of the trial examiner's recommendations to the full NLRB was that Kohler "cease and desist" from "refusing to bargain collectively with the union as the exclusive representative of its employees in the unit herein found to be appropriate * * *."

With the issuance of the intermediary report, Walter Reuther testified, the UAW—

> * * * advised the company in writing that we would accept the trial examiner's recommendation as a basis for settling the strike even though it was not favorable to the union in every detail, because in the broad areas of the problem it is favorable to the union and that is why we are prepared to accept it as the basis of settlement (p. 10236).

The company, however, filed exceptions with the full NLRB to the trial examiner's findings; such a step, Conger noted, is "almost automatic" by one of the parties involved "on things that they think are adverse to them" (p. 9514). One such point, he said, was that "* * * due to the change of employees, the lapse of time, we did not believe that this union any longer represented the majority of our employees" (p. 9942).

Herbert V. Kohler was asked:

> Senator KENNEDY. What action has been taken by the employees which has displaced the UAW as the bargaining representative?
>
> Mr. KOHLER. Well, men have quit, men have died, new men have been employed. It certainly disposes the working force differently (p. 9942).

To sit down with the union, Kohler said, "certainly would be to no purpose. We could not come to no conclusion, if it would be illegal to make an agreement with a minority interest" (p. 9941).

Walter Reuther, charging that the company was trying to shield its "moral responsibility to bargain in good faith by raising a legal obstacle when there are no legal obstacles" (p. 10154), declared that

under the law only the workers in a plant have the right to determine which bargaining agent they want to represent them. In the Kohler case, he said—

> * * * the Kohler workers made that determination when they chose our union, and no other union has been so chosen by vote of the workers (p. 10150).

The procedure followed in making this determination, Reuther said, is an NLRB election, and when a union wins a majority vote this way, the NLRB can then legally certify it. The UAW, Reuther pointed out, is the only union which has met these requirements in the case of the Kohler workers and is therefore "the only legally designated bargaining agency with whom the company can sign a collective bargaining agreement" (p. 10151) until another union meets the same legal requirements. So long as there are unfair labor practice charges pending against Kohler no vote can be held to determine a bargaining agency, he declared.

Conger was asked:

> The CHAIRMAN. * * * Do you feel now you have won the strike and there is no necessity for you to further bargain with this union?
>
> Mr. CONGER. The answer to the first half I think would be "Yes," and the answer to the second half would be "No." We are always willing to entertain the idea of settlement of the strike. We would certainly like to see the thing wiped out if there is any reasonable means of doing so.
>
> However, any settlement that we might make on that would have to take into consideration the rights of our employees (p. 9786).

The company would be willing to negotiate a strike settlement, he declared, but not to negotiate a new contract until the question of majority representation is established.

Added to this sizable roadblock to any UAW-Kohler peace, a sense of impasse was generated also by the patent low esteem in which the one side held the basic motives and fundamental character of the other.

Reuther, pointing out that the UAW has worked out 2,600 collective-bargaining agreements with corporations both large and small, declared:

> Never in our long experience have we encountered an employer so possessed of fear and prejudice against human beings who seek to assert their inherent rights and the enjoyment of human dignity as the Kohler Co. (p. 9963).

One "central, uncomplicated fact" is essential to an understanding of the strike, he asserted:

> * * * that the Kohler Co. forced this strike, has prolonged it, and has no genuine desire to settle it. The company's purpose during the 45 months of the Kohler strike has been to break the strike and to destroy the local union at the Kohler plant (p. 9964).

Conger saw the union in an equally uncomplimentary and destructive light:

> This country cannot long tolerate union leaders who have become so powerful that they can and do take over and control law enforcement and justice. This is a danger at least as great, and in my opinion, greater than any racketeering of union leaders.
>
> * * * We cannot tolerate any favored class in this country—a class that holds themselves above the law and entitled to use any methods legal or illegal to achieve their ends (p. 9485).

Each side additionally felt that the country at large would be the loser should the other side prevail. Conger predicted:

> What has happened to this peaceful community will happen to any community that dares to disagree with the dictates of this all-powerful oligarchy * * * (p. 9485).

Reuther declared:

> * * * if the Kohler Co.'s policy were a general policy, universally applied in American industry, we would have chaos * * * (p. 9999).

With these deeply held and evidently irreconcilable opinions, and with the plain indication of lengthy court litigation to follow any ultimate NLRB decision, the outlook for any permanent accord between Kohler and the UAW held scant promise.

JOHN L. MCCLELLAN.
JOHN F. KENNEDY.
SAM J. ERVIN, JR.
FRANK CHURCH.

FINDINGS—THE KOHLER STRIKE

(AS APPROVED BY SENATORS McCLELLAN, KENNEDY, ERVIN, AND CHURCH)

The premise of American labor legislation is that the give and take of good faith collective bargaining between union and management will resolve labor disputes and minimize strikes and lockouts. The hearings held on the UAW-Kohler strike between an employer characterized by the union as a practitioner of modern industrial feudalism and a union depicted by the employer as a ruthless oligarchy holding itself above the law demonstrate that when good faith collective bargaining fails, the sad consequence is only too often the compounding of fear, suspicion, distrust and an inability to resolve differences inter se.

The hearings held on the UAW-Kohler dispute were quite different from others that have been held by the committee. There were no charges of personal corruption and no evidence was presented of racketeering within the union. There was no testimony of misappropriation of union funds such as we have had during the hearings involving the Teamsters, Bakers, the Butchers Union in New York City, et cetera. In fact, the committee's chief accountant, after an examination of the books and records of both the UAW and of Mr. Walter Reuther, testified that they were well kept and that he discovered no evidence whatever of misuse or misappropriation of union funds. Rather than corruption and racketeering, the principal charges here by Kohler were that the UAW engaged in illegal and improper techniques during the strike—mass picketing, demonstrations at homes of nonstrikers, vandalism, and violence, and an unprecedented boycott—and by the UAW, that Kohler attempted to break the union by refusal to bargain, by creation of an arsenal, and by employment of labor spies.

The hearings held on the UAW-Kohler dispute also differed from previous ones in that both sides to the dispute cooperated fully with the committee. There was no invocation of the fifth amendment self-incrimination clause. Kohler and UAW records were made available for committee inspection and both company and union personnel testified freely as to their impression of the facts. The difficulty in making findings lies in the great divergence between company and union spokesmen on factual issues, not in a committee inability to obtain necessary witnesses who would testify on the points in dispute. Despite the almost total lack of agreement between spokesmen for the opposite camps as to the causes for the strike, the responsibility for subsequent developments, and the conclusions to be drawn from the disputed factual issues, certain findings concerning UAW conduct during the strike are supported by substantial evidence.

1. The committee finds that the UAW improperly maintained a mass picket line at the strike-bound plant during the initial 54 days of the

strike. Up to 2,000 strikers took up picketing positions around the company's property in lines echeloned 10 to 12 deep. On the few occasions when the flying wedges of nonstrikers attempted to pierce this cordon, pickets in the rear pushed those in the front and the sheer pressure of numbers swept those in the center of the melee off their feet. UAW witnesses testified that apart from a "little shoving" there was no violence, testimony generally supported by the police officials present. Union witnesses further testified that the large turnout of pickets exceeded all expectations, and that this turnout was motivated by reasons all apart from that of blocking free entrance to the plant, i.e., to give the lie to the Kohler Co. claim that this was a "minority" strike and, by show of force, to prevent a repetition of the bitterly remembered incident in the 1934 strike when, according to union witnesses, company guards had shot 47 strikers and sympathizers mostly in the back. This was disputed by the Kohler Co. officials. But, whatever the motivations for the mass picket line, the fact remains that the massing of pickets at plant gates had an inevitable effect of coercing employees to forego their legally protected right to return to work despite the strike and the UAW was required by the Wisconsin Employment Relations Board to discontinue it.

2. The committee finds that the UAW failed to take proper steps to halt the "home demonstrations," i.e., the picketing of nonstrikers' homes. In the dog days of late July of 1954, when the strike negotiations were at a standstill, Kohler workers returning from work found a gantlet of jeering "home demonstrators" awaiting them with coercive epithets and threats. The number of "demonstrators" grew each successive day until the middle of August, when the demonstrations ended by injunction order. UAW witnesses deny that the home picketing was instigated by the union, but concede that the union had not provided sufficient affirmative leadership to discourage it and further concede that it "could not win industrial disputes in front of people's homes." The committee deprecates this use of a man's doorstep as a battleground for labor-management disputes.

3. Property vandalism was rampant during the strike. Seven cars were dynamited, others were sprayed with acid or paint. Glass jars filled with paint were hurled through home front windows, and several residences were assaulted with shotgun blasts. In the city of Sheboygan alone, the principal home of the Kohler workers, there were 349 acts of vandalism. Both strikers and nonstrikers were targets of this vandalism with the ratio of nonstrikers to strikers about 8 to 1. Perperators of a handful of these acts were detected, in each case members of the rank and file from each side. The perpetrators for the bulk of these crimes are to this day undetected. Unlike the situation presented in earlier hearings, however, the failure to apprehend the criminals cannot be laid to police collusion with the union.

The Kohler village police force was 80 percent financed by taxes paid by the Kohler Co., and the police chief reported to a board consisting in the main of "loyal" Kohler employees. In 1952, when the Kohler employees voted to affiliate with the UAW, he augmented his regular force of 4 policemen with 45 special deputies. When the strike began in 1954, he added 45 more deputies, all except 1 or 2 from the ranks of Kohler workers.

The city of Sheboygan police chief also diligently sought to detect the criminals, centering his resources on the union. He even assisted the Kohler Co. private detectives in an attempt to "bug" the hotel room where out-of-city union officials stayed while in Sheboygan, and cooperated with the Kohler Co. detectives in checking a union official's mail and phone calls. The Kohler Co., not content with the efforts of these two police forces, expended over $40,000 in fees for "labor detective agencies." These detectives centered their interest on the union hall, shadowed union men suspected of vandalism, maintained a "check" on the hotel room of the out-of-city union officials, planted informants (both men and women) on the union picket line, in the union headquarters, in the taverns frequented by strikers, and in the union strike kitchen. This close surveillance of union personnel did not bring about the discovery of any criminals.

The committee also heard testimony from two witnesses that union officials were present in the union headquarters on the third day of the strike when they were verbally threatened with physical violence unless they joined the union. This was denied by union witnesses.

4. The major physical disturbance of the Kohler-UAW strike took place on July 5, 1955, when a holiday crowd of spectators suddenly turned to wrecking the equipment used by the Kohler Co. to unload a boatload of clay destined for its strike-bound plant. In the manufacture of its vitreous chinaware, the Kohler Co. imports large quantities of clay from England, delivered direct to Sheboygan in chartered ships. From five to seven cargoes come in every year. The company had no trouble getting the clayboats in or out during 1954, and just why the trouble erupted on July 5, 1955, is much in dispute. The union testified that the company provoked and inspired the trouble by publicizing the arrival of the clayboat with advance warning to the city council that trouble could be expected, and by sending Plant Manager Biever to the scene. Biever was known as "Butcher Boy Biever" to the strikers, because he was believed to have fired the first shot in the 1934 strike killings, and because he had earlier during the 1934 strike been convicted of running down a picket with his automobile. The company attributes the trouble solely to union provocation.

The multitudinous testimony on this incident discloses this thread of events. At approximately 7 o'clock in the morning the trucks and heavy equipment of an independent contractor named Buteyn arrived at the dock area to begin unloading and was there met by a small group of UAW pickets headed by Donald Rand, a UAW international representative. Cornelius "Happy" Buteyn, in charge of the trucks, testified that Rand warned that he would "pull out all the stops to prevent the loading and unloading of the clay." Rand denied this statement, but admitted that he told Buteyn the union would cover any losses he might suffer for refusal to go through with his Kohler contract to unload the boat. Policemen present testified that the truckdrivers refused to cross the picket line, and as a consequence Kohler Plant Manager Biever agreed to rent the heavy unloading equipment and supply his own trucks. The heavy equipment was left in the street pending arrival of the Kohler Co. unloading crew. News of the event was broadcast on the local radio station, and a holiday crowd of spectators swelled to the scene. This crowd was described by witnesses as peaceful. At mid-morning Biever returned to the scene, had

trouble getting his car through the crowd, and was thought by spectators to have hit a woman bystander. The temper of the crowd immediately changed, the shout went up that "Biever's done it again," and Biever had difficulty in getting his car out of the area without mishap. Kohler witnesses denied he had hit the woman. One testified that the woman threw herself on the hood. A policeman present testified that the woman was "quite active" in demonstrations and that the district attorney had refused to issue a warrant against the driver of the car because of this incident. At approximately 11 o'clock the honking of horns heralded the arrival of the Kohler Co. unloading crane pulled on a big truck driven by company personnel. As it started to turn into the dock area, the crowd swarmed around it and stopped it, puncturing the tires and the gas tank. The company's construction manager was pulled out of the cab and hit. One company witness said he was "very badly beaten"; another company witness testified that "I don't know whether he was badly hurt. I think his glasses were broken * * * and probably I think he mentioned a pen was broken." Biever then returned to the area with police escort. When the car drove up to where the equipment stood, "Don Rand came over and cursed at him (the police driver) and said, 'What is the idea of bringing Biever down here? Do you want to create a riot?'" A crowd surrounded the car. "They rocked the car and threatened to tip it over." The policeman present testified that Biever's appearance was a mistake and seemed to "excite the crowd." The crowd stayed in the area until late that evening, when windows were broken in the two houses across the street from where the crane had been disabled, and the only car parked in the block, one owned by a Kohler worker, was overturned.

The part played by the UAW in this disturbance is disputed. The event took place during the Fourth of July week, which is a traditional holiday in Sheboygan, and many persons were present. Donald Rand asserted that neither strikers nor nonstrikers were there "as such." Police Captain Heimke, on the other hand, noticed that there were "quite a few" union buttons, and the the spectators hung about the "fringes," whereas "immediately in the center, the core of the activity, the majority of them were Kohler strikers."

Heimke further testified that he spotted Graskamp, president of the striking UAW local, and asked him to appeal to the crowd to go home. Heimke recalled Graskamp said he had nothing to do with the crowd and was not responsible. Heimke said he made a similar request to Donald Rand and received the same response. Rand disputed him, saying that he had urged people to go home and that at his request, Emile Schuette, now president of the Sheboygan County Labor Council, made a speech urging the crowd to disperse. Rand's position was bolstered by an affidavit submitted by Schuette.

5. In June of 1954 a shotgun blast was fired into the home of a nonstriker named Harold Curtiss, and Kohler broke off negotiations, refusing to bargain "under conditions as these." The UAW contended the shotgun had been fired with Kohler knowledge, to provide an excuse for ending negotiations. Charge followed charge, and tempers flared. It was during this period that two individual UAW members each made an unprovoked and brutal assault on individual nonstrikers. These union members, William Vinson and John

Gunaca, were sent by the sister Briggs local in Detroit allegedly to lend only moral support to the Kohler strikers.

William Vinson, in a barroom, assaulted and beat up a nonstriker a head shorter and 100 pounds lighter than Vinson. The beating was unprovoked. He was knocked unconscious almost immediately, suffered three or four broken ribs and a punctured lung from which he contracted pneumonia. He was confined to the hospital for 3 weeks. Vinson testified that he was only given a "good stiff bawling out" by the officers of the international union and officers of the Briggs local.

Vinson was tried and found guilty of assault and sentenced to the Wisconsin State Prison where he served 18½ months.

Despite the fact that the union "bawled out" these men, the union employed counsel to defend Vinson, and the local and international paid the equivalent of Vinson's salary to the wife and family while he was in jail. In all they expended a total of $10,079.70.

In another disgraceful incident, John Gunaca, in a filling station, attacked a father and son, William Bersch, Sr. and Jr., who were nonstrikers at the Kohler plant. The father sustained serious injuries including a fracture of a bone at the back of the neck and was confined to a hospital for 18 days immediately after the beating.

The father died a year and a half later, apparently from causes unrelated to the beating. Gunaca returned to the State of Michigan and although several pleas were made for extradition of Gunaca for trial in Wisconsin, extradition was denied by the Governor of Michigan. We were advised subsequent to our hearings that extradition was granted Gunaca on a plea of nolo contendere was sentenced from 1 to 3 years in jail.

Emil Mazey, UAW official, attempted to justify the union's payment for counsel fees and Vinson's salary paid as support of Vinson's family while he was in jail on the ground that "Vinson was a victim of Kohlerism." In a like vein the Kohler Co. paid the attorneys' fees for its employees charged with strike violence because the company "felt this was pure harassment by law officials." In earlier proceedings this committee condemned the union defense of union officials charged with looting the union treasury and accepting employer bribes. This committee then dealt with cold, calculated crimes against the union and its members and the exploitation of fiduciary positions. However, it is highly questionable whether union funds should be used to defend illegal acts such as the brutal violence committed by Vinson and Gunaca.

6. In the autumn of 1954, the UAW began a boycott campaign to put pressure on the company to sign an agreement. The boycott began with the traditional techniques: a call on union members and supporters to refrain from buying Kohler products, mass distribution of publicity giving the union side of the strike issues, and the picketing of the Kohler-owned display windows in various cities.

Three other aspects of the boycott program, relating to third parties, require closer attention. On several occasions UAW members picketed the premises of independent retailers who handled Kohler products. When complaint was made to the NLRB, the UAW consented to the issuance of an injunction prohibiting such picketing. On another occasion, according to company testimony,

the UAW requested the Plumbers Union "to pass a resolution instructing their members not to install Kohler goods." The Plumbers' Union refused on the ground that it would be illegal and restricted itself to a resolution of strike sympathy. Testimony that individual business agents of the Plumbers' Union engaged in the action refused by their international union is confused and contradictory.

Additional efforts to bring innocent third parties into the strike situation occurred when two local associations of trade unions (the Wisconsin CIO and the Duluth AFL–CIO) voted to withhold support from the Community Chest unless funds were withheld from charitable agencies purchasing Kohler products. Walter Reuther, commenting on the Community Chest episodes, said "they carried this into an area of the community where it does not properly belong." The committee believes that all these efforts to involve third parties in the dispute between the UAW and the Kohler Co. were improper.

7. Turning to the evidence directed against the Kohler Co., the committee finds that the company helped organize and support an independent union (KWA or Kohler Workers Association) and resisted the efforts of its employees to affiliate with the UAW.

In late August 1933 a group of Kohler employees obtained a charter from the AFL and tried to win an agreement from Kohler on wages, hours, and conditions of employment. The attempt at organization resulted in a bitter strike in 1934 with the killing and wounding of numerous union adherents. Shortly thereafter, Kohler assisted another group of employees in forming the KWA. In the ensuing contest between the AFL union and the KWA, the KWA prevailed and lasted for 19 years. During this period new employees were advised by foremen to join the KWA, the company supplied it with free office space and equipment, and made available an annual $15,000 vending machine concession. In marked contrast with this friendly spirit toward the KWA was the company attitude toward the UAW. Top company officials painted the UAW as a "powerful and ruthless union oligarchy" and it is therefore not surprising that the company refused in 1952 to recognize the results of an election held on the plant premises in which the members of the KWA voted by over 2 to 1 majority to affiliate with the UAW. Kohler contended that union leaders had "rushed through" the vote before the membership had a "chance to consider" and therefore insisted upon another election. When this election took place, three contenders were on the ballot: the UAW–CIO, the UAW–AFL (headed by the notorious Anthony Doria and Johnny Dio), and a newly created Independent Union of Kohler Workers Association. UAW–CIO spokesmen testified that "the friendship between the UAW–AFL and the Kohler Co. was good," and the company "gave birth to" the Independent Union of Kohler Workers Association in an attempt to defeat the UAW–CIO. Whether or not these charges be true, it is undeniable that during the period preceding the 1952 election the company ran full-page ads and bought radio broadcasts stating that the UAW–CIO was leading the Kohler workers astray.

The antagonism between Kohler and the UAW was sensed by Kohler Village Police Chief Capelle, who takes instructions from the three-man police committee of the village board. When the Kohler employees first voted in 1952 to affiliate with the UAW, Chief Capelle augmented his regular 4-man force with 45 special deputies.

These deputies were trained in the use of tear gas and machineguns. There was "quite a bit of ado" about this, he testified, so a humane society was formed with himself at its head to insure the legal right of the village police to possess the weapons. Capelle denied that he augmented his police force at company request, explaining that when the union came into the community, "I felt that something may happen, and I wanted to be prepared."

8. The Kohler attitude and actions during the strike negotiations discouraged settlement of the strike issues. If Kohler had not already made up its mind to win the strike and to make no agreement with the union before the strike began, it is clear that after the mass picketing was started by the union the Kohler Co. attitude stiffened and it refused to take any genuine steps toward settling the strike. The company set out to win the strike and apparently did. The union charged that the company's purchase of gas shells, ammunition, etc., a week before the local union voted to strike was a clear indication of the attitude of the company and according to union officials showed that the company had no real intention of engaging in collective bargaining.

When during the 1954 strike negotiations the union believed that positions had hardened to the point where the disputants could proceed no further, it suggested the remedies of mediation, factfinding, and even arbitration. Religious leaders and officials at the local, State, and National levels offered their services to help resolve the strike issues. The company rejected all such offers but those of Judge Murphy, who stepped into the picture when asked by the company to enforce a Wisconsin Employment Relations Board injunction order against the union. The mediation efforts of Judge Murphy were fruitless. He testified that "the meetings amounted to gathering goat feathers" and that it was "perfectly obvious" that "the attitude of the Kohler Co. was that the strike had been won and that they had the union beaten, and that there was no point in their receding from any position that they had taken."

Other company acts which could only serve to deepen the cleavage existing between it and the union were the subject of testimony. The company maintained a file on 724 different strikers which contained "general information" whether strike related or not; and two of its time-study men (known to the employees as the "speed kings") were assigned with pen and camera to record every gathering of union members. The company threw up new blocks when the path to settlement seemed clear. For example, at one point the union told Judge Murphy that it would give in on all other issues and authorized him to settle the strike for a token wage increase. When Judge Murphy communicated this offer to the company, its leading officials refused to discuss the union proposal, and made settlement at that time impossible by an unexpected announcement that an indefinite number of unidentified strikers would never be reinstated because of alleged misconduct. A final illustration of the company's actions which kept emotions at boiling point is its announcement in June of 1955 that the union no longer represented a majority of its employees and therefore could not bargain for them. This announcement was consistent with the position it took from the beginning that the UAW was a union imposed upon the employees by fraud and that the strike

was a "minority" strike maintained and fostered by UAW "outside goons."

9. The use of labor spies, widely considered outmoded, was condemned in the earlier findings of this committee. The Kohler Co. spent almost $43,000 for two "labor detective agencies." Company officials declared that the initial purpose of hiring detective help was "to get evidence of criminal acts of violence and vandalism," but the reports filed by the detectives did not mention this phase of their task until several months after they were hired. Initial reports concentrated on backgrounds of the UAW officials assigned to the Kohler problems so as to discredit their testimony in possible NLRB proceedings. Subsequently the detectives unsuccessfully sought to connect the union leaders with the strike vandalism, and to this end had agents on the union picket lines, in the union soup kitchen, in the union hall, in the taverns frequented by strikers, and in the hotel where out-of-State union adherents stayed while in Sheboygan.

The committee investigation focused, in a concrete and meaningful setting, on such bedrock questions as the following: to what extent does union use of a boycott constitute freedom of speech; are existing NLRB procedures adequate to resolve unfair labor practice charges; is it desirable to have a mail referendum preceding a strike call; are employers justified in buying weapons and hiring detectives; and the extent to which a community suffers when an adamant employer clashes head on with a powerful union. The resulting information has been of great benefit to the members of the committee.

This has been a classic example of labor-management relations at its worst—where the community, the worker, and management all suffer and none gain.

JOHN L. MCCLELLAN.
JOHN F. KENNEDY.
SAM J. ERVIN, JR.
FRANK CHURCH.

STATEMENT AND SEPARATE VIEWS OF SENATOR JOHN L. McCLELLAN AND SENATOR SAM J. ERVIN, JR., ON THE KOHLER, PERFECT CIRCLE, AND GOSSER-LOCAL 12 SUMMARY REPORTS AND FINDINGS

First we wish to emphasize certain aspects of the findings herein made by the Democratic members of the committee.

The union

From the evidence developed in the course of these hearings we are convinced and find that the UAW in the Kohler strike improperly engaged in:

1. Mass picketing as an economic force to coerce and prevent men and women from exercising their freedom and right to engage in work of their choosing at a plant where they were lawfully employed. (This mass picketing was improperly used as an economic weapon in support of a strike by the union against the Kohler Co.)

2. Mass picketing and acts of vandalism and violence directed at the homes and families of nonstrikers, which were intended to intimidate and coerce the nonstrikers not to work at the struck plant. (These acts were utterly indefensible in the light of the ancient legal principle that every man's home is his castle and the Biblical injunction implicit in these words of Micah 4: 4: "But they shall sit every man under his vine and under his fig tree: and none shall make them afraid: for the mouth of the Lord of hosts hath spoken it.")

3. Vandalism—the willful injury to, damage, and destruction of property.

4. Mass picketing and violence to prohibit the lawful unloading of a boatload of clay shipped to Sheboygan, Wis., for use in the manufacture of products at the struck Kohler plant.

5. Condoning of brutality and criminal assaults by outside union members who had been directed to the Kohler area by union officials to support and assist the local union in the conduct of the Kohler strike. (The providing of counsel by the union and payment of legal expenses for John Gunaca and William Vinson, and the payments of Vinson's salary while he was in prison, not only evidences approval of this violence by these union members, but it also served to encourage the use of further violence and vandalism as strike weapons in this dispute.)

6. The use of secondary boycotts by the union (now forbidden by the Labor-Management Reporting and Disclosure Act of 1959).

Some of the foregoing findings (with respect to violence and mass picketing) are also applicable to the Perfect Circle strike.

Management

We do not find management—the Kohler Co. and the Perfect Circle Co.—blameless. The attitude of the Kohler Co. was not conducive to bringing about a peaceable settlement of the strike. Its attitude

in many respects had, we think, the effect of discouraging peaceful and good faith collective bargaining. It is clear to us that the Kohler Co. decided (whether rightfully or wrongfully) that it would not seriously bargain with this union and determined to get rid of the UAW as a bargaining representative of its employees. For all practical purposes it has, in our judgment, won the strike and succeeded in that effort.

In the Perfect Circle case we have also concluded that both management and the union were guilty of improprieties, shootings, and violence. Neither the UAW nor the Perfect Circle Co. can shrug off its responsibilities for the violence that occurred in connection with that strike.

Richard T. Gosser and Local 12, UAW

In the Gosser-Local 12 case the record is crystal clear that this was an investigation by the Republican members. They insisted on conducting their own independent investigation and withheld and kept secret from the Democratic members of the committee all material, documents, and information they procured until they presented it in testimony by witnesses at the hearings. The chairman fully cooperated with them to the extent of issuing subpenas for all witnesses and documents which the Republican members requested. It will therefore be observed from the record that after prolonged hearing, at which the Republican members were afforded full opportunity to present all of the facts and information they had procured by their investigation, the evidence adduced was quite inconclusive on many aspects of the issues involved.

> We have submitted a separate statement on this hearing which will be found immediately following the Gosser findings in this report.

Other charges

In view of certain statements and charges made by the Republican members in their report of findings and separate views that should not be left unchallenged, we make these further comments:

From the inception of this Senate select committee, the chairman has strongly urged that it be organized as a completely bipartisan committee, composed of an equal number of Democratic and Republican members, in the sincere belief that to accomplish the objectives for which the committee was created it should rise above partisan politics in its deliberations and in the conduct of its work. We deeply regret, therefore, that we are forced to the conclusion that some of the findings and separate views of the Republican members in the Kohler, Perfect Circle, and Gosser-Local 12 cases, transgress the nonpartisan spirit in which the chairman has endeavored to conduct the proceedings and report our findings and conclusions.

It should be stated that at the outset of the Kohler-United Automobile Workers hearing a disagreement arose between the Republican and the Democratic members of the committee with respect to the procedures to be followed in the presentation of witnesses and the conducting of the hearing. After serious controversy this disagreement was finally resolved by the chairman's yielding to the demands of the Republicans, stating at the time that he was yielding not out of deference to the views of others, because he did not agree with them,

but out of deference to what he conceived to be a higher duty: to keep the committee from breaking up and in order to hold it together, if it was possible to do so, so that it might carry out its mission and assignment. The chairman further stated that if we proceeded as the Republican members desired, he would not accept the blame or the full responsibility for the results, whatever they might be, for he did not believe we were going to get the most satisfactory results by following such procedure. With this background the committee proceeded to public hearings.

At the opening session of the Kohler hearings the chairman made the following statement for the record:

> There has been some controversy within the ranks of the committee over the proposed procedure for these hearings. I want to say at this time that any Senator on this committee who feels that any particular witness can shed further light on these cases can ask for that witness to testify, and he will be required to do so. Some 70 witnesses have already been invited to testify in order to present the committee with as broad a picture as can be obtained.
>
> The Senate and the American people look to this committee to continue its efforts resolutely. To do less would be to shirk our responsibility and to bring comfort to those forces in organized labor and management who cannot stand the scrutiny of an investigation.
>
> I only wish to make this comment about it: The proceedings that will be followed here are not the proceedings in keeping with the Chair's views as to how this matter should be presented. I have yielded to this procedure out of what I conceive to be deference to a higher duty and responsibility.
>
> I believe the work of this committee, and I believe its task and its assignments and the importance of it transcend all other considerations of any person, any individual, any party, anybody's policy, or the political fortunes of any member of this committee.
>
> I am interested in neither side, and I want to get the whole truth and get it on record, so that the public may know from sworn testimony what occurred, what was wrong, and what should be corrected (p. 8330).

The record reflects that the Kohler, Perfect Circle, and Gosser-Local 12 matters are contained in parts 21, 22, 23, 24, 25, 26, and 58 of the printed committee hearings. These hearings covered 32 days in which the committee received the testimony of 102 witnesses, testimony which is spread over 2,572 pages of the printed record.

The testimony in these hearings, in our judgment, could have been developed more thoroughly and presented more effectively had the Republicans permitted the chairman to arrange and conduct the proceedings in accordance with his judgment, as had been done in all previous hearings.

Criticism or a charge of failure to investigate these cases wholly lacks foundation and credibility. Walter Reuther, president of the United Automobile Workers, was a witness and testified for 3 continuous days. The Republicans were afforded, and took advantage of, the opportunity to ask him and all of the other 101 witnesses any

and all questions they desired. Every witness they requested was called. If they are unhappy and disappointed in the record they made, obviously the Democrats are not to blame for their failure.

In view of the fine contributions made by Republican members to the progress and effectiveness of the work of the committee in many instances, we deeply regret that they have now made, in their separate views, statements derogatory to Democratic members of the committee and of the chief counsel and staff of the committee. The partisan ring of such unwarranted derogatory statements is so revealing that it clearly obviates the necessity for us to make any defense of ourselves, and we shall not do so.

We assert, however, that the other Democratic members of the committee were diligent, intelligent, and courageous in the performance of their duties; that Robert F. Kennedy, chief counsel of the committee, assembled a most loyal, able, and competent staff of assistants and brought to the discharge of his duties courage, integrity, and industry of the highest order. We, therefore, heartily commend Robert F. Kennedy and all members of the staff for the magnificent job they did for the committee, for the Senate, and for our country. Their most excellent services have earned for them the profound appreciation and gratitude of the American people.

JOHN L. MCCLELLAN.
SAM J. ERVIN, JR.

SEPARATE VIEWS OF SENATORS FRANK CHURCH AND JOHN F. KENNEDY

SUPPLEMENTARY FINDINGS ON THE KOHLER STRIKE, THE PERFECT CIRCLE STRIKE, AND LOCAL 12, UNITED AUTOMOBILE WORKERS, TOLEDO, OHIO

At the time that the committee's findings were prepared, we did not have the benefit of the "Separate Views" of the Republican members of the committee or of the appendices to those "Separate Views." An analysis of those documents, made available to the committee only recently, indicates a complete absence of one favorable word for the United Automobile Workers or of one critical word for the companies involved. Such a totally one-sided and distorted picture of our investigation does a disservice to the reputation for impartiality which this and other committees of the U.S. Senate have built up through the many years of their history.

Therefore, having considered the "Separate Views" and appendixes, we desire to record the following findings:

1. We hold the chief counsel and the staff of the committee blameless of the charges made against them. We reaffirm our confidence in the chief counsel and the staff, and we restate our belief that they have done the Nation a tremendous service in their fearless investigation of labor-management corruption without regard to political considerations.

2. There is no credible evidence of corruption, misappropriation of union funds, or collusion with the underworld in the United Automobile Workers. The union and its leaders have worked hard to keep the union clean, and the appointment of a Public Review Board to deal with this problem is to be commended.

3. The strikes at Kohler and Perfect Circle do not reflect credit upon either union or mangement. But it is noteworthy that the UAW has had no such difficulties with thousands of employers who, as contrasted with these companies, are willing to accept the letter and spirit of the law of the land and to live in good faith with the trade-union movement of America.

4. The strikes at Kohler and Perfect Circle highlight the necessity for good faith collective bargaining and the importance of speeding up NLRB procedures so that critical cases can be resolved before they fester and make good faith collective bargaining impossible.

FRANK CHURCH.
JOHN F. KENNEDY.

THE PERFECT CIRCLE STRIKE

(AS APPROVED BY SENATORS McCLELLAN, KENNEDY, ERVIN AND CHURCH)

Of all varieties in the spectrum of human behavior, the least likely to accomplish any constructive good in a labor-management dispute is an act of violence or vandalism. A man is beaten or shot; a house is stoned, or defaced with paint, or its windows shattered by gunfire; a pasture fence is cut; a car is overturned, or sugar poured into its tank, or rotten eggs smeared on its upholstery. Such deeds may give temporary vent to anger or frustration, but as a substitute for reason at the bargaining table they afford no more than an exercise in futility.

Violence and vandalism characterized the course of two strikes consecutively examined by the committee last year, one at the Kohler Co. in Wisconsin, already discussed in this report, the other at the Perfect Circle Corp. in Indiana, during which the specific acts cited above, along with a host of others, took place.

Like Kohler, Perfect Circle is a family-owned firm of signal durability, now almost 75 years old; as at Kohler, the union with which it tangled was the United Automobile Workers. In noteworthy contrast to the still unsettled Kohler situation, however, the contenders at Perfect Circle have reconciled their differences, proof that any legacy of ill will left by violence and vandalism need not be a lasting one.

Before the strike started on July 26, 1955, Perfect Circle, which manufactures piston rings, had four UAW locals, one per plant, at its main factory at Hagerstown, its machining and sleeve-casting plants at Richmond, and its foundry at New Castle. When the strike ended on November 29 of that year, three of these four locals had been voted out in NLRB decertification elections; the sole survivor was UAW Local 370 at New Castle.

Despite this truncation of the UAW's role as bargaining agent, and despite its replacement by an independent union at Hagerstown and by no union at either of the Richmond plants, the resumption of orderly relations between company and UAW was a fact to which both sides were able to attest by the time of the committee hearings at the end of March 1958.

G. Robert Baer, Perfect Circle's general manager, testified that the company's relationship with the remaining UAW local at New Castle "has been very satisfactory" (p. 10268). UAW Regional Director Raymond H. Berndt testified that a "fragile bridge of understanding" (p. 10284) has begun to be erected. The 4-month-long strife of 1955 was plainly a memory which neither side wished to perpetuate.

Reviewing the origin of the conflict, both company and union agreed that it lay in the package jointly presented by the four UAW locals during negotiations for a new contract in the first half of 1955, when

the union sought a 21-cent-an-hour wage increase, greater supplemental unemployment, and retirement, and insurance benefits, the ironing out of wage inequities, compulsory arbitration, and a union shop.

Precisely what part of this package was to blame for the strike, however, was in dispute. UAW Regional Director Berndt declared that apart from the various economic issues, the "major deterrent" to a contract was the company's rebuff of the arbitration clause. Company president, William B. Prosser, on the other hand, asserted that the nub of the difficulty was management's refusal of a union shop.

Perfect Circle, said Berndt, had a "long history" of resistance to unionization. Prior to 1955, he noted, it had "forced" three strikes by its employees for "economic justice and union recognition" (p. 10285) and had 10 times formally challenged the UAW's status as bargaining agent; on 1 occasion, in 1951, the rival claimant was the UAW–AFL, controlled by the notorious hoodlum, Anthony Doria. Even as the 1955 contract negotiations drew nigh, he asserted, the company tried to "stir up dissension in the UAW" and to "evade bargaining in good faith" by giving the four locals 60-day notice of its intent to end the existing contract, citing as the reason for its decision the fact that the international UAW had recently raised the dues of all union members making over $200 a month.

This increase, Berndt explained, was a temporary one from $2.50 to $7.50 monthly, "overwhelmingly voted" by delegates to the international convention in April 1955 to raise a strike fund in anticipation of strikes not at Perfect Circle, he said, but "at the larger corporations" (p. 10315).

The basic benefits which the union proposed in presenting its 1955 package to Perfect Circle, Berndt declared, were no less than had already been accepted by the major auto companies to which Perfect Circle sold its product, as well as by "hundreds" of other supplier firms. The union-shop provision, he said, was included as part of the UAW's nationwide drive on this score that year. He noted, however, that in previous contractual negotiations with Perfect Circle the union had yielded on this point, and that it was retained as a demand in the 1955 talks "because none of the other things had been satisfied, either" (p. 10313). The crucial item at stake was not the union shop, Berndt asserted, but rather the company's insistence upon "retention of a veto over the questions that might be arbitrated" (p. 10290).

Prosser denied that Perfect Circle was antiunion, saying that it fought only "what we consider to be union abuses" (p. 10264), and that its labor relations have always been good, although he drew a distinction between "employee" and "union" relations. The company, he noted, opposed not the principle of arbitration but the arbitration of principles, and could not consent to an arrangement whereby "some third party" might be so empowered, particularly with regard to the union shop, which was a "matter of principle," and, in his view, the crux of the 1955 conflict.

He attributed the pressure on this point not to local union members but to the international UAW, whose recent victories on the union-shop issue at other corporations, he asserted, had made it decide that Perfect Circle would be a "pushover," and that a strike would bring the company to heel.

The company, Prosser made plain, opposed the union shop both philosophically, in the belief that none of its employees "should be forced to join the union as a condition of work in our plants" (p. 10260), and practically, in the knowledge that the UAW did not represent a numerical majority at any of the four plants except New Castle.

With the breakdown of negotiations, a secret-ballot strike vote took place on July 25, 1955, the date of the termination of the old contract. How much support for the strike the vote represented was another point of contention between company and union witnesses. Berndt reported that of the 656 UAW members at the 4 plants, 415 balloted—340 for striking and 75 against; thus, he pointed out, nearly 66 percent of those eligible to vote did so and of those voting 82 percent favored the strike.

Prosser, using Berndt's statistics in the context of a total employment roll in the 4 plants of 1,322, came to a different conclusion. The proportion of those voting to strike, he noted, comprised approximately 50 percent of the workers at New Castle, 25.5 percent at the Richmond machining plant, approximately 20 percent at the Richmond sleeve-casting plant, and only 18 percent at the main plant at Hagerstown, which employed 728 people. From a purely practical standpoint, Prosser added, "you wouldn't sell 82 percent of your people down the river to satisfy 18" (p. 10374).

As long as a month before the strike, Prosser declared, intimations were made that it would be a rough one. He produced three affidavits filed with the NLRB by disenchanted union members who had attended prestrike meetings. One deposed that UAW International Representative William Caldwell had told the meetings that—

> * * * we would have plenty of help and no one would go in and out of the plant while the strike was on. He said that if anyone needed their heads to be bashed in, there would be someone to take care of it (p. 10265).

Another quoted Caldwell as saying that "he would get us out of jail if we were put in for knocking heads," and that "there would be plenty of money if it was needed" (p. 10266); while a third attributed to Kenny Ammerman, then chairman of the bargaining committee, a statement that the union intended "to bring in thugs to do their dirty work" (p. 10265).

Asked to comment on these affidavits, UAW Regional Director Berndt said that the reference to bashing in heads didn't "sound like Caldwell's type of language," but that his use of the phrase "plenty of money" might have referred to "finances needed to finance a strike" (p. 10304). As to the third, he noted that before the strike was over Ammerman had gone over to the management side, working "on the company payroll as a guard" (p. 10304).

During the 4 months of the strike, Prosser estimated, some 200 incidents of violence and vandalism took place, their overall objective, he charged, "to keep employees from working and to keep the company from operating" (p. 10260). He asserted that such incidents, which he said began the morning the strike started and continued through "the entire affair," were a basic component of the "strike plan," along with the use of "outside help," and that the responsibility of the international UAW therefor was "clearly established" because

of the "active leadership of the international representatives of the union in the demonstrations and their participation in the conduct of the strike" (p. 10264). Merely to disclaim and denounce such violence, as the UAW had done, Prosser said, was "but to encourage it" (p. 10265). The international, he asserted, had the ability to prevent these acts.

The incidents of violence and vandalism came under two general categories, according to Prosser: those related to the picket lines and those occurring on highways and at nonstrikers' homes. He knew of no violence on the part of the company "unless you include the October 5 incident" (p. 10277), the crowning episode of the strike, to be detailed later in this report.

Among the types of injury visited on nonstrikers, company counsel Clyde Hoffman testified, were "ambushes and molestations on the streets, and all types of violence to the persons or property, cars and otherwise" (p. 10281). Some 180 to 190 such incidents, he said, had been tabulated by the personnel managers at New Castle and Hagerstown, also covering incidents at Richmond. The compilation, Hoffman acknowledged, had not been backed up by statements of the victims, but simply by "notes" that were kept.

The main damage to company property itself, according to Perfect Circle General Manager Baer, was broken windows at the New Castle foundry; he said that no estimate was ever made of the extent.

From the union point of view, what violence and vandalism occurred was, in UAW Regional Director Berndt's words:

> * * * provoked by the hostility of an untypical company not yet fully accepting in good faith its collective bargaining responsibility (p. 10283).

Berndt pointed out that 112 agreements were made with other Indiana companies that year, with only 5 strikes, "none of which resulted in any violence whatsoever" (p. 10284); the Perfect Circle situation, he said, was therefore "an isolated instance" and "in no sense representative of the UAW" (p. 10283).

The company had "instigated" the violence, he asserted, by carrying on a "broad campaign to create an atmosphere of resentment" among the strikers, "using every antiunion technique known to management" (p. 10292), including the use of strikebreakers, bringing weapons into the plant, sending supervisors to strikers' homes to "intimidate" or "induce" them to return to work, and circularizing their wives to the same end. Berndt told the committee:

> The Perfect Circle Corp. management made serious errors, including some that were a threat to the very lives of human beings. And, in all honesty, we must say that the members of our union, under intense provocation and in the heat of emotional bitterness, made some, too (p. 10284).

He added that he personally "did everything humanly possible" to prevent any violence and asked the local union officials "to watch and see" (p. 10303) that no such acts occurred. If indeed union members were the perpetrators, they were "individuals who took this on

themselves" (p. 10301) and not as part of any planned program, he asserted.

> Mr. KENNEDY. * * * It seems to me that the union had to take some positive steps rather than merely saying that they were against violence * * *.
>
> Mr. BERNDT. Well, I only have this to say, that you can preach from a pulpit all day long and if people don't want to believe what you are preaching and follow your suggestions, recommendations, to the extent that they get themselves crosswise of the law, it creates a very difficult problem * * * (pp. 10306–10307).

Berndt noted that of more than 100 arrests, all were for misdemeanors rather than felonies, and that but 13 convictions of UAW members resulted.

Of these five were Perfect Circle strikers, four convicted for malicious trespass and one for disorderly conduct; seven not connected with the company were convicted variously of public intoxication, disorderly conduct, and resisting arrest; and the remaining conviction was that of international representative Roy L. Cantrell, for assault and battery, described by Indianapolis attorney Lynnville Miles, who represented the defendants, as "unaggravated, and touching" (p. 10321).

International representative William Caldwell was also arrested and convicted in municipal court for malicious trespass, for "having thrown objects through the windows of the plant" (p. 10346), company attorney Hoffman testified, but a circuit court appeal resulted in a hung jury, and the case for retrial was still pending at the time of the committee hearings.

While violence and vandalism provided one analogy between the Kohler and Perfect Circle strikes, another was the use of mass picketing, although at Perfect Circle just sporadically, and with only brief effect.

According to president Prosser, the company's main plant at Hagerstown, a community of some 1,800, first tasted this technique when a "large group of strangers," in the early morning hours of July 26, 1955, "descended upon" (p. 10260) the town and massed before the plant entrances, barring the way of workers on the first shift. Also present, he said, was UAW international representative Caldwell and another he identified as Neal Edwards. The demonstrators, Prosser declared, blocked the nonstrikers by "threat of force and violence" and as the day lengthened otherwise made their presence felt:

> * * * some of the strangers milled around on the street and in front of the plant in a disorderly and menacing manner. Others roamed the streets of Hagerstown and frequented the taverns and liquor store. By 3 p.m. it became necessary to close the taverns and the liquor store to prevent possible trouble and property damage (p. 10260).

The number of demonstrators was estimated at some 400, most of them outsiders, in an affidavit by Paul Crum, personnel manager at

the Hagerstown plant, who was stationed outside the plant and who, according to Prosser, knew most of the townspeople by sight, having been a community resident for years. Crum's affidavit deposed that among the means used to discourage ingress into the plant were shoving and "shouldering" of nonstriking employees and "rocking" of their cars.

The company, Prosser testified, advised its employees to stay away until otherwise notified, and 2 days later secured an injunction from the Wayne County superior court, limiting the number of pickets both at the Hagerstown and Richmond plants, where mass picketing was also in progress, to five per gate. This move, he said, ended the demonstrations in those areas and brought the prompt return to work of some 65 to 70 percent of the Perfect Circle personnel at those plants.

New Castle was a "different story," Prosser declared, noting that although a restraining order against mass picketing there was issued by Henry County circuit court on August 1, just 3 days after the first injunction, "mass demonstrations and shows of force and violence" (p. 10261) continued there from time to time in defiance of the law.

Berndt acknowledged that mass picketing took place on "4 or 5 occasions" in violation of the injunction:

> I think it was devised by one of the local union people who came up with the bright idea that since the law said you had to have 5 pickets to a gate, there was 5 pickets at a gate, but there are only certain streets to go down to the plant, so it was just possible to have friends and sympathizers and other people from the plant away from the plant down the street, which really constituted a blocking of ingress of the plant (p. 10304).

The UAW, Berndt said, "tried to deplore" and to tell the local people not to "try to get around the law by using subterfuge" (p. 10304). Asked whether as one of the senior UAW officials in the area he took any steps other than to deplore, however, Berndt replied that there were "many occasions" when the picketing took place without his knowledge, and that in any event, even though he "constantly reminded" the locals that they were violating the law:

> They are not under obligation to follow. I have not the authority to command (p. 10305).

He also noted that in the city of New Castle fully 7 different plants were under UAW contract, and that if the Perfect Circle local requested members of these other locals "to show a solidarity on the picket line" (p. 10306), mass picketing would be the inevitable result, and with it, if some incident took place, "a dynamite of mob reaction" (p. 10307).

Union attorney Miles testified that both injunctions secured by the company were issued "ex parte," without the presence of any UAW representative. Before the union's pleas to these injunctions could be heard, the company dismissed its complaint, Miles explained, and the case was never argued on its merits.

Shortly after operations resumed at the three Perfect Circle plants at Hagerstown and Richmond, employees there petitioned for NLRB elections to decertify the UAW as their bargaining agent, a maneuver

which thus effectively removed these plants from the strike picture and made the New Castle foundry the focal point of the conflict between company and union.

On August 5, 1955, Prosser testified, nonstrikers and management personnel on their way to work at New Castle were menaced by a crowd of demonstrators gathered at the approaches to the plant; rocks were thrown at their cars and stones and "chunks of concrete" hurled through the factory windows. Among UAW officials present, he said, were regional director Berndt and international representative Caldwell; it was on this day that Caldwell was arrested and charged with "malicious trespass" for allegedly having thrown "objects" through the plant windows.

Berndt declared that this was the only day he had been at New Castle, his first opportunity to "tour" the plant location, and that while there he had seen no stones thrown. Two other incidents which he did see, however, were efforts by union members to stop cars entering the plant by "grouping up" in front of them on the roadway; in both cases, he said, he intervened to stop these attempts.

A more serious incident occurred 10 days later, Prosser recalled, in what he described as a "hit and run" demonstration by the union. That day, he said, a bus carrying nonstriking workers into the plant was stopped and stoned by some 250 demonstrators, with minor injuries to some of the occupants; when the vehicle proceeded into the plant enclosure, Prosser added, it was followed and further damaged, and four parked cars within the fenced-in area were overturned.

Berndt's version of this affair refuted Prosser's in several key details, labeling it an incident "provoked" by the company. The New Castle plant, he pointed out, had been shut down since the start of the strike; the company then announced that it intended to reopen on the 15th and that it had hired new employees as replacements for the strikers. The union demonstration was the result, Berndt said, and it was orderly until the company-chartered bus, "filled with scabs," drove onto Plum Street, outside the plant. At that point, he went on, the "anger of the crowd erupted spontaneously" (p. 10292), and stones, bottles, and bricks were thrown, breaking the bus windows, he asserted, but injuring none of the occupants.

Following this, Berndt added, some 18 to 20 people "reportedly" ran into the plant area and overturned several cars owned by Perfect Circle supervisors and its attorney. The nine men arrested in the wake of this incident for "disorderly conduct and malicious trespass" were later released, he pointed out, when the county prosecutor "refused to enter official charges against them" (p. 10293).

That Perfect Circle was advertising for strikebreakers, Berndt said, became apparent when union people talked to a carload of Kentuckians who had come up to get jobs, having read an Indiana newspaper noting Perfect Circle's need for additional help; when they learned that the plant was on strike, Berndt recalled, they left town.

> Senator MUNDT. * * * is there something reprehensible or illegal or un-American or antilabor for a fellow to try to operate his plant while there is a strike on? Do you fellows say that should not be done?
>
> Mr. BERNDT. No, the corporation has every right to try to operate its plants within the law. However, when the operation of a plant might entail the bringing in of people from

> other States to take the place of those people who are striking for a particular contract, we certainly believe this is highly immoral (p. 10316).

Prosser, who at the time of the strike was vice president and general manager of Perfect Circle, asserted that the company employed no strikebreakers and advertised for no help "at any time." People were hired during the strike, he explained, but—

> * * * it happened that the strike was at a time of the year when we had a good many college students returning to school * * *. We did not hire anyone outside of our regular area. In fact, we had people who applied for jobs that we refused to hire because they were outside of our regular area (p. 10373).

Prosser asserted that "no strikers were replaced," noting that when the strike ended the company reinstated all those who had gone on strike "except those who were discharged." He declared:

> That is one of the advantage of keeping a strike on the basis of an economic strike instead of an unfair labor practice strike (p. 10373).

One economic weapon which the UAW used, Prosser testified, but without notable effect, was to try to induce several of Perfect Circle's larger customers not to install its piston rings during the strike—an effort he said was "not very successful"—and also to try to get two of its outside sources of supply for castings to stop shipments to the Hagerstown and Richmond plants, a move which would have shut down those plants, Prosser declared.

This tactic failed, Prosser said, because although the two firms which had been approached halted shipments to Hagerstown and Richmond, they continued shipping to two other Perfect Circle plants, one at Tipton, Ind., and another in Canada, unionized not by the UAW but by the steelworkers. Thus the Hagerstown and Richmond plants could be supplied from the New Castle foundry, which, Prosser explained, was operated at a high enough rate of capacity to do so.

Far from wanting to prolong the conflict, UAW Regional Director Berndt testified, the union tried several times to shorten it. When the strike was about a month old, he recalled, an Indianapolis News editorial commenting that the "differences are not so great but that they could be settled around the arbitration table" (p. 10290) brought a UAW full-page advertisement in that publication and four others in the State offering to submit the unsettled issues to an impartial arbitrator, one to be appointed by the Secretary of Labor if the two sides themselves could not mutually agree upon one within 10 days. Berndt pointed out that this offer to have the Secretary of Labor step in was noteworthy because at the time Perfect Circle's own president, Lothair Teetor, was on leave as Assistant Secretary of Commerce.

Nevertheless, he added, the company "flatly rejected" the suggestion for arbitration, and hopes for peace were further dampened when, at a negotiation session called at the end of August by the State labor commission, management representatives insisted on bargaining only for the New Castle foundry, since decertification petitions had

already been filed by employees at the other three plants which had originally struck. The company must have known that taking this position would disrupt matters, Berndt declared, since the UAW at that point was "still the legally designated bargaining representative for all four plants" (p. 10289).

In the background of these maneuvers and countermaneuvers during the strike's first month a mounting number of incidents of violence and vandalism against New Castle nonstrikers, away from the plant premises, was being reported to the company, some less serious than others. The pasture fence at Calvin Tinsley's farm was cut away and left on the highway; Hershel Bolinger was assaulted at a used-car lot; a pint whisky bottle was tossed through the screen of Luther Neal's home; the inside of Harold Hoover's Ford car was decorated with eggs; Helen Bean's front picture window was broken.

Then, in the second week of September, came an incident which, according to Prosser, created "considerable tension" among nonstrikers and the community as a whole; an unsuccessful ambush by 15 masked men of three Perfect Circle workers—Kenneth Griffin, Calvin Tinsley, and Berlin Pate.

As recollected by Griffin, supervisor of quality control at the New Castle foundry, the incident occurred on the evening of September 10, while he was on what he called his "country route," ferrying nonstrikers to and from work. As he, Tinsley, and Pate drove onto Tinsley's road, a steep grade, 15 men wearing "hooded masks over their head, clear down to their shoulders, black" (p. 10328) emerged from around a truck parked to block the middle of the hill.

The men approached his car, Griffin testified, rocks in hand, and—

> I said to the boys, "Here they come." Mr. Pate was riding the rear seat, and he hit the floor about the time a rock hit the back window * * *.
>
> So I had a 12-gage shotgun, which was about 20 inches long laying open on the floorboard of my car. I had a shell in the glove compartment. So I loaded the shotgun and my glass was down on my side of the car and I swung the gun around. They saw it and said "Watch for the guns." So they vamoosed as fast as they could. I did shoot at the legs. I don't know whether I hit anybody or not (p. 10329).

No identifications were possible because of the masks, Griffin said, and although prompt phone calls to the sheriff and to Chesly Juday, the New Castle plant manager, resulted in a search of a nearby cornfield where some of the attackers purportedly fled, neither that nor further investigation was fruitful.

Despite the failure of the ambush, Prosser asserted, "it is reasonable to assume that the results would not have been pleasant had the attackers gotten a hold of these men" (p. 10261). Public disquietude increased, and in the latter half of the month events began moving toward a showdown between those in sympathy with the strike and those out of it.

On the morning of September 19 a mass-picket line appeared at the foundry, resulting in its shutdown until the 27th, when New Castle police, led, according to union testimony, by the mayor himself, broke up the line and arrested 48 of the pickets. The cases were

thrown out; company counsel Hoffman acknowledged that law-enforcement officials felt that the charges were "not well taken" (p. 10277).

Neither the arrests nor the company's rejection of the union's second proposal to arbitrate, made 3 days after the mass picket line was set up, contributed to the lessening of tensions. According to Berndt, the UAW's renewed offer to arbitrate was made in an attempt to stave off what seemed like certain trouble; the union, he said, had learned that the company was trying to obtain gun permits for some of its nonstriking personnel. Later investigation proved this out, Berndt added; New Castle police records showed that such permits had been issued to two nonstrikers, as well as to the wife of Chesly Juday, the plant manager, to his sister-in-law, and two permits each to his two brothers, one of them as far back as August 15.

> Senator MUNDT. You don't know, of course, when a man gets a gun permit, whether he is carrying it into a plant or putting it under his pillow at night to protect himself against some sort of vandalism?
>
> Mr. BERNDT. That is correct, Senator, it is pretty hard to convince a lot of people where those guns went to (p. 10315).

The "high emotional pitch which the company had created," Berndt added, was further heightened when the teenage son of a local cemetery caretaker, turning his car around in the spotlighted driveway of the home of a minor Perfect Circle executive, was "narrowly missed" by shots fired from the house.

Culminating all these irritants, Berndt declared, was a management letter on October 3 notifying 37 strikers, including officers of the UAW locals, of their discharge because of picket line activity.

In the sphere of labor-management disputes, discussions of who provoked whom are notably reminiscent of the classic question of which came first, the chicken or the egg. Weapons were indeed taken into the plant, Company President Prosser testified, but as protection rather than provocation.

Throughout the 8-day end-of-September period when a mass picket line closed down the foundry, he declared—

> * * * rumors were current that the New Castle plant would be dynamited and that machinery and equipment would be destroyed so that the operation of the plant could not be continued (p. 10262).

The plant was "virtually unprotected," he explained, and the company, in a state of alarm, considered employing professional guards but dropped the idea "because of the stigma that usually attaches to the employment of armed guards under a strike situation" (p. 10262). The strategy adopted, he said, was to place four responsible management men inside the shut plant under cover of darkness and with police help.

These defenders, however, were cut off from outside communication, Prosser explained, because the telephone cable had been severed; as a result, the next afternoon, September 26, plant manager Juday dropped onto the property by helicopter and brought in supplies and six shotguns. Those inside were "liberated" the next day, Prosser added, when local police broke up the picket line.

Despite this move, he continued, rumors multiplied of impending trouble. On October 4, he recalled, they took specific forms; the next day, according to the reports, there was to be a "very large demonstration," with people to be brought in from all over Indiana and surrounding States, with demonstrators to drag workers out of the plant and destroy equipment, and with some men from Kentucky, specifically, to dynamite the place. These rumors, Prosser asserted, took on credence when New Castle nonstrikers were telephoned by friends in other plants and advised not to go to work the next day; among recipients of such calls, he said, was Allen Fromuth, the personnel manager at the foundry.

Eight "carefully selected" company men, Prosser testified, were asked to stay at the plant overnight and armed, although, he said, they were instructed not to use them unless the plant was broken into or unless, during the next day's events, the demonstrators got through its fences or entrances. In that eventuality, he said, they were "told to shoot low in front of the people if they had to fire" (p. 10263).

Beyond these weapons, Prosser noted, other employees "apparently" armed themselves for self-protection, adding that it was "common practice" at that period for them to carry guns in their cars; but, he stressed, they were not armed by the company.

The amount of concrete preparation the company had made for October 5 was distinctly challenged by UAW regional director Berndt. When the smoke had cleared that day, he testified—

> * * * the State police entered the plant and took out enough weapons "to fill four table tops." The arsenal that had been accumulated inside the plant included low- and high-powered rifles, shotguns, pistols, and revolvers—and ammunition (p. 10291).

As seen from the UAW side, management's interpretation of the union's program for October 5 was in total error. What they had planned, Berndt declared, was a "peaceful demonstration of trade union solidarity," sponsored by UAW locals in New Castle and surrounding communities, to protest, on top of "other provocations," the discharge of the 35 strikers 2 days earlier; and when the time came, he said, that was the sort of demonstration which began on Plum Street, outside the plant:

> The facts are the marchers were peaceful. No damage was done to the property of the company. Police were on hand—both inside and outside the plant. No reasonable person could have assumed that the marchers had any intention of making an attack on the plant (p. 10295).

Berndt himself was not there that day, he told the committee, having gone to Detroit for a UAW international executive board meeting; but 5 or 6 international representatives, he estimated, were present at New Castle.

That the aim of the October 5 demonstration was a display of union solidarity was also attested to by Paul Carper, one of the victims of the day's shooting. Carper, who testified that he lived and worked some 20 miles away in Anderson, was not a Perfect Circle employee, but a UAW member and delegate to the union's district council, com-

posed of some 70 to 80 locals. With word of the discharge of the Perfect Circle strikers, he recalled, a group of council delegates got together informally, then spread word back to their own locals that it would help the "Perfect Circle boys" and "kind of boost the morale a little bit" (p. 10364) if a mass parade were held at New Castle. October 5, he said, was picked as a "good day."

When he and his companions first arrived in New Castle that morning, Carper recalled—

> * * * we paraded around a little bit through town, blowed our horns, and when we got there we found there was quite a few other people in town milling around town with their cars, blowing their horns * * * (p. 10365).

The horn-blowing, according to Carper, was a custom not confined to union demonstrations:

> Like if we win the basketball game, we blow our horns and have a lot of fun. That is Indiana basketball (p. 10365).

Next, said Carper, the paraders parked their cars and went over to the plant, where they joined a "crowd of probably 200 or 300," and began singing such union songs as "Solidarity Forever" and "Old Scabs They Never Die" (p. 10366). He had been there no more than 15 minutes, he estimated, "marching around and whooping it up a little bit," when he was shot "clear through both legs" (p. 10367) and carried off to the hospital.

Carper, who testified that he was in the parking lot outside the gate at the time he was hit, some 200 feet from the plant, declared that he had neither joined in nor witnessed any other pickets overturning any cars or handling any firearms; as to whether he had seen a group of the demonstrators crash through the entrance to the plant and advance on it, "If they did, they did after I was taken to the hospital" (p. 10368). He had eight children, Carper told the committee, and "had no intention of going to New Castle if I thought there would be violence" (p. 10374).

Berndt, too, testified that according to "any witness that we would find" none of the demonstrators got on the inside of the plant gate. The changeover from a peaceful march occurred, he declared, when "an aerial bomb" was fired into the air from the plant, followed by shots from the same source. This firing, he said—

> * * * unfortunately, provoked a few of the demonstrators into going to their homes and getting squirrel rifles or other small arms to return the fire (p. 10295).

At least half a dozen demonstrators were wounded, Berndt declared, one in the neck and chest by a "high-powered rifle from inside the plant;" in the "fusillade of fire," he said, a stray bullet also crashed into the bedroom of a small girl in a house across the street, and "narrowly missed killing her" (p. 10294). Berndt presented to the committee a blown-up photograph taken by a UAW photographer showing "a person shooting from the top of the fire escape at the plant" (p. 10294), and no cars overturned or plant windows broken.

Management's account of the events of October 5 attributed the first shots to a person or persons outside the plant, including a high-powered rifle from across the railroad tracks at the north end; this,

Berndt noted, was a "new contention," never made until the committee hearings.

The most comprehensive company version of the affair was provided by Perfect Circle Counsel Hoffman, who testified that it was he, along with plant manager Juday, who decided that the "carefully selected personnel" previously mentioned by Prosser be brought into the plant the night before. There were 8 to 10 men, Hoffman recalled, and the decision to put them on this advance alert was made after a conference with New Castle Chief of Police Clarence Justice and State police Capt. Robert Dillon. Although Dillon was of the opinion that the next day's demonstration would be a peaceful one, Hoffman said, Justice was fearful of violence and felt that his 20-man force would be unable to cope with it.

Any arms brought into the plant beyond the six shotguns landed by Juday in a helicopter the previous week were, according to Hoffman, brought in by employees—a fact of which he said management was unaware—and by police the night before, including a Winchester automatic rifle and several riot shotguns.

Hoffman estimated that the entire October 5 episode lasted for about 4 hours, beginning at around 8 in the morning, when "unusual activity" was noticed south of the plant, with the streets gradually becoming congested by "parked and slowly moving vehicles" and "several thousand" demonstrators eventually converging in the plant area. At about 9:45, he said, according to a "careful check" of employees at the north end of the foundry, "one or more" of the demonstrators fired rifle bullets into that part of the building; in the next 15 minutes a group of demonstrators whose number he estimated at 250 to 300 broke through the police line which had been set up and crashed the plant's east gate. Some, he said, overturned a car parked inside the fence, while others "started toward the plant entrances" (p. 10352).

It was then, Hoffman contended, that the first shot was fired from the factory, by an employee who stepped out on a fire-escape platform:

> I remember standing by the man that fired the shotgun, the boy standing in the door, and he said, "What do we do now?" and he said, "Step aside, I will show you what we will do," and he stepped out * * * (p. 10360).

The man fired "low and in front" of the demonstrators, no more than three shots in all, Hoffman asserted, and with that they "hesitated, turned, and ran out of the gate" (p. 10353). Immediately after the inside firing came, outside firing, he said, began; a woman employee standing in the shipping room window was hit in the thigh, while a supervisor standing in the payroll office was hit in the abdomen, a flesh wound.

Hoffman and President Prosser, who testified that he was not at the scene that day, differed in their accounts of how much firing ensued from inside the plant after the demonstrators were repulsed. Hoffman said that the shooting from the foundry stopped at this point, although, he said, the police later "did fire in the direction of snipers" (p. 10353). Prosser declared that even after cease-fire orders by plant officials there was "some firing" not only by police inside the plant but by employees "who disregarded instructions" (p. 10253). Both men, however, asserted that there was no shooting from the

plant either "toward or into" the main body of demonstrators massed out front, a charge subsequently made by the UAW.

Further testimony on the morning's first phase was furnished by Kenneth Griffin, one of the targets of September's ambush attempt. Griffin, one of those who kept vigil at the plant the night before, recalled that he had brought in his own 20-gage shotgun at the instructions of plant manager Juday, but asserted that he had not fired it; one of his assignments when the shooting started, he said, was to shepherd women workers from the office to the basement cafeteria for safety. Questioned as to why women had been allowed into the plant at all in view of the company's expectation of trouble, Griffin replied: "I couldn't tell you offhand" (p. 10333).

Griffin declared that he personally had seen someone firing at the plant from across the tracks, although he offered no opinion as to which side shot first. As for the aerial bomb mentioned by UAW regional director Berndt as the spark which set off the trouble, Griffin commented: "I might have heard it but never thought anything about it" (p. 10332).

The rout of the demonstrators from the plant yard did not dispose of the matter, Hoffman testified. An hour-and-a-half-long barrage of "stones and other objects, shotgun blasts and rifle fire" (p. 10334) followed, he recalled, breaking nearly all the windows in the office building and damaging "many" cars inside the fence. The temporary "Santa Claus" house across the street from the plant, which he said, had been used by the police, was set afire and burned down, and the fire engine was prevented from getting there; in addition, the chief of police and some of his men, Hoffman noted, were "forced back into the plant" (p. 10359).

The picture shown the committee by Berndt, displaying no cars overturned nor windows broken, was, Hoffman said, "taken in the first few seconds of the demonstration" (p. 10361).

Not until noon or a little later, he testified, did order return, with the arrival of State police, who escorted the people in the plant out and home.

Berndt's testimony, too, credited the restoration of order to the State police, although for a different reason. It was their removal from the premises of the "four tabletops" full of guns, he noted, which "stopped the shootings and violence immediately" (p. 10296).

In retrospect the incident of October 5 was to prove the emotional climax of the strike, although almost 2 tension-filled months were to pass before settlement was reached. Right after the plant was evacuated, Hoffman testified, a meeting was held between both sides at the office of New Castle's mayor, at which were also present the Lieutenant Governor and attorney general of the State. At this session, Hoffman recalled, UAW International Representative Caldwell declared that the UAW would agree to "peaceful picketing," with only five pickets, if management only crossed the picket line, and warned that there could be "more violence of the same kind that occurred earlier in the day" (p. 10355) if the plant operated.

UAW Regional Director Berndt's testimony fixed on another aspect of the immediate aftermath of October 5. When word of the shootings was telephoned to Detroit that same day, he recalled, UAW President Walter Reuther wired both Indiana's Governor and the Secretary of Labor asking an investigation "to pin down the respon-

sibility" for the affair and renewing the union's offer to arbitrate the issues in dispute with Perfect Circle.

The next day, Berndt recalled, the Governor ordered the National Guard into New Castle:

> Backed by Sherman tanks and machineguns, 600 members of the Indiana Militia escorted through the five-man picket line at the New Castle plant the same scabs and company supervisors who had fired on the pickets October 5 (p. 10296).

On October 15, Berndt went on, the Governor's secretary asked him to sign agreements whereby both Perfect Circle and the union would instruct their respective sides to refrain from violence, at which point, "martial law would be withdrawn" and negotiations resumed on October 18. Berndt signed, but the Governor 2 days later issued a statement saying that Reuther's "personal commitment" was necessary, and the National Guard remained on duty.

It was not until November 10 that the end of the strike hove in sight, officially concluding that day at all struck Perfect Circle plants except New Castle. In decertification elections, the UAW was voted out as bargaining agent at both Richmond plants and at Hagerstown. At the Richmond foundry, Berndt testified, of 99 eligible to vote, 35 were for the UAW, 45 for no union and 13 were challenged; at the Richmond machining plant, of 248 eligible to vote, 96 voted to retain the UAW, 138 for no union, and 4 were challenged; at Hagerstown, 233 voted for the UAW, and 475 for no union. Perfect Circle, said Berndt, had "succeeded in its union busting" (p. 10299).

The strike at New Castle ended 19 days later after 4 days of negotiations away from the scene, in Chicago, because, according to Prosser, the National Guard was still posted at New Castle and "the union refused to bargain under those conditions" (p. 10267). The settlement did not include a union shop, he testified, but "essentially the same terms" offered the union just prior to the strike. The differences between the prestrike offer and the settlement terms, according to Perfect Circle General Manager Baer, chairman of the management's negotiating committee, were that the contract was to run for a year and a half, rather than for the customary year, and that a "prearranged wage increase" was set to be effective the next July 1, when a new contract would normally have been negotiated.

Berndt recalled that when the contract was put up to local 370, UAW Secretary-Treasurer Emil Mazey personally appeared and "argued for its acceptance" (p. 10299). The chief obstacle to membership approval, he recalled, revolved around the reinstatement of the discharged strikers. Of the total 37, 22 were reinstated immediately and 8 were given 30-day suspensions, but the remaining 7, "leaders of the local union," were to have their cases submitted to arbitration. The members felt strongly, Berndt said, that these seven too should be reinstated.

The vote to accept the contract was 86 to 72, he added. Subsequently, three of the seven arbitrated cases were reinstated.

Between the end of the strike and the time of the committee hearings, Berndt noted, two subsequent agreements had been reached between local 370 and management. This, he said, was evidence that

while the relationship "cannot yet be described as harmonious, we have nevertheless been able to resolve our serious and continuing differences on economic matters at the collective bargaining table and not by jungle warfare" (p. 10283).

Both sides, in their testimony, made plain that the climate of the 1955 strike was not one they wished to see recur. Berndt declared "that in this day and age there should be no type of violence such as existed 3 years ago" (p. 10302), and Prosser argued the legislative need to define the nature and responsibility for unlawful violence as well as to provide adequate penalties for it. The definition, he said, should be furnished to union, employees, and management alike.

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FINDINGS—THE PERFECT CIRCLE STRIKE

(AS APPROVED BY SENATORS McCLELLAN, KENNEDY, ERVIN, AND CHURCH)

The lesson of this committee's investigation into the UAW strike at the Perfect Circle plants in the summer and early autumn months of 1955 is that lawlessness begets lawlessness in an ever-widening vicious circle to the detriment of rights guaranteed by the National Labor Relations Act.

Unlike other investigations conducted by this committee, here there was no issue of union graft, corruption, communism, or lack of internal democratic procedures. Also, unlike other committee investigations, no witness invoked the privilege of the fifth amendment or otherwise refused to give requested testimony.

In 1955 the UAW entered into 112 collective bargaining agreements with Indiana companies with only five strikes, all of which were both brief and peaceful. The 113th collective bargaining agreement, between the UAW and an Indiana company—the Perfect Circle Co., was reached only after a 4-month strike marred by force and violence on both sides.

The incidents of violence during the strike come under three general categories: those related to the picket lines, those occurring on highways and at nonstrikers' homes, and those which occurred on October 5 during the shooting at the plant.

Before the strike began on July 26, 1955, Perfect Circle, which manufactures piston rings, had four UAW locals in their plants—in the main factory at Hagerstown, in the two machining and sleeve-casting plants at Richmond, and in the foundry at New Castle. The strike began with a mass picket line at each of the four plants. There was "shouldering" of nonstriking employees and "rocking" of their cars. Two days later, on July 28, 1955, the company secured an injunction limiting the number of pickets. This resulted in a prompt return to work of some 65 to 70 percent of the Perfect Circle personnel at its plants in Hagerstown and Richmond.

New Castle, however, was a "different story." Despite the injunction, "mass demonstrations and shows of force and violence" continued there from time to time. The plant closed down at the beginning of the strike, and when, per advance announcement, it was reported on August 15, a bus carrying nonstriking workers into the plant was stopped and stoned by some 250 demonstrators with minor injuries to some of the occupants.

In the meantime, a number of incidents of vandalism away from the plant were being reported to the company. The pasture fence at Calvin Tinsley's farm was cut away; a pint whisky bottle was tossed through the screen of Luther Neal's home; the inside of Harold Hoover's car was decorated with eggs; Helen Bean's front picture window was broken. Company Supervisor Griffin, while on his

"country route" ferrying nonstrikers to and from work, was ambushed (unsuccessfully) by 15 masked men. Griffin testified that he was driving up a steep grade when 15 masked men emerged from around a parked truck. He swung a shotgun he had at them "so they vamoosed as fast as they could. I did shoot at the legs. I don't know whether I hit anybody or not."

UAW Regional Director Berndt admitted that "members of our union, under intense provocation and in the heat of emotional bitterness" made serious errors. However, he charged that they were "provoked by the hostility of an untypical company not yet fully accepting in good faith its collective bargaining responsibility." The company, said Berndt, had a "long history" of resistance to unionization, including 10 formal challenges to the UAW's status as a bargaining agent. He asserted that the company tried to "stir up dissension in the UAW" when the 1955 contract negotiations drew near by giving the four UAW locals 60-day notice of its intent to end the existing contract, citing as the reason for its decision the fact that the international UAW had recently raised the dues of all union members making over $200 a month.

Company Vice President Prosser denied that Perfect Circle was antiunion. He claimed that its labor relations have always been good, although he drew a distinction between "employee" and "union" relations. Prosser asserted that there were 200 incidents of violence and vandalism and that these were a basic component of the "strike plan," he contended that the the responsibility of the international UAW therefore was "clearly established" because of the "active leadership of the international representatives of the union in the demonstrations and their participation in the conduct of the strike." Merely to disclaim and denounce such violence, as the UAW had done, Prosser said, was "but to encourage it." The international, he asserted, had the ability to prevent these acts. Mr. Prosser knew of no violence on the part of the company "unless you include the October 5 incident."

The October 5 incident to which Mr. Prosser referred illustrates that, in the sphere of labor-management disputes, discussions of who is responsible for violence are reminiscent of the classic question of which came first, the chicken or the egg. This much is clear, however.

On September 22 the union proposed to arbitrate the unresolved strike issues. This offer to arbitrate was made in an attempt to stave off what seemed to the UAW like certain trouble, the union having learned that the company was trying to obtain gun permits for some of its nonstriking personnel. This arbitration proposal was promptly rejected by the company. On September 25 the company heard rumors that "the New Castle plant would be dynamited" and put four management men, armed with shotguns, into the plant. On September 27 the New Castle police, led by the mayor, broke up a mass picket line and arrested 48 of the pickets. The cases were thrown out, the law-enforcement officials feeling that the charges were "not well taken." On October 3 Perfect Circle notified 37 strikers, including officers of the UAW locals, of their discharge because of picket-line activity. The UAW then announced plans for an October 5 "peaceful demonstration of trade-union solidarity" sponsored by other UAW locals in and around New Castle to protest these discharges.

On October 4 the company, hearing that there was to be a "very large demonstration" with some men from Kentucky to dynamite the

plant, made counter plans. Eight "carefully selected" company men were asked to stay at the plant overnight with instructions not to use their weapons unless the plant was broken into during the next day's events, or unless the demonstrators got through its fences. In that eventuality, the men were "told to shoot low in front of the people if they had to fire." Other employees coming to work on October 5 "apparently armed themselves for self-protection." When the State police entered the plant on October 5, they "took out enough weapons to fill four table tops * * * low- and high-powered rifles, shotguns, pistols, and revolvers."

The events of October 5 as seen by the union were related by Paul Carper. He was not a Perfect Circle employee, but lived and worked some 20 miles away in Anderson. His interest in the strike stemmed from the fact that he was a UAW member and a delegate to the union's district council, composed of some 70 to 80 locals. He recalled that a group of council delegates got together informally and spread word back to their own locals that it would help the "Perfect Circle boys" if a mass parade were held at New Castle. He told the committee he had eight children and that he "had no intention of going to New Castle if I thought there would be violence."

When Carper and his companions first arrived in New Castle, they paraded around the town blowing their horns ("like if we win the basketball game, we blow our horns and have a lot of fun"). Then he joined a "crowd of probably 200 or 300" at the plant and sang such union songs as "Solidarity Forever" and "Old Scabs Never Die." He had been there no more than 15 minutes when he was shot "clear through both legs" and carried off to the hospital. He testified that he had seen no wrongdoing by pickets while he was outside the plant. The shots which hit Carper were part of a fusillade which accompanied the firing of an aerial bomb from the plant. This firing, according to UAW Director Berndt, "unfortunately, provoked a few of the demonstrators into going to their homes and getting squirrel rifles or other small arms to return the fire."

The Perfect Circle version of the October 5 incident was given by company counsel Hoffman. Beginning at around 8 in the morning the streets gradually became congested by parked and slowly moving vehicles and several thousand demonstrators converging in the plant area. At about 9:45 one or more of the demonstrators fired rifle bullets into the north end of the foundry. In the next 15 minutes, some 250 to 300 demonstrators broke through the police line and crashed the plant's east gate. Some of the demonstrators overturned a car parked inside the fence while others "started toward the plant entrances." It was then that the first shot was fired from the factory, by an employee who stepped out on a fire-escape platform. Immediately after the inside firing came, outside firing began, which continued for an hour and a half. It was not until the arrival of State police at noon or a little later that order was restored.

UAW witnesses sought to prove that the company fired the first shot with a blown-up photograph showing a person shooting from the top of the plant's fire escape. This photograph included the parking area, and none of the cars were overturned. Perfect Circle counsel Hoffman said this picture was "taken in the first few seconds of the demonstration."

Word of the shootings was telephoned to UAW President Walter Reuther, who wired both Indiana's Governor and the Secretary of Labor asking an investigation "to pin down the responsibility" for the affair and renewing the union's offer to arbitrate the disputed issues. The Governor sent in the National Guard, but the company refused to arbitrate. Negotiations continued until early December when the strike was settled on terms essentially identical to those offered the union just prior to the strike. By this time the Perfect Circle plants, other than the one at New Castle, had voted to "decertify" the UAW as bargaining agent. Perfect Circle, said Berndt, had "succeeded in its unionbusting."

The happy ending to this deplorable tale of labor-relations gone askew is the resumption of orderly relations between company and union. Perfect Circle's general manager, G. Robert Baer, testified that the relationship with the UAW local at New Castle "has been very satisfactory" and UAW regional director Raymond Berndt remarked that "a fragile bridge of understanding" has begun to be erected. The committee regrets that this understanding did not come sooner.

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RICHARD T. GOSSER AND LOCAL 12, UNITED AUTOMOBILE WORKERS, TOLEDO, OHIO

(AS APPROVED BY SENATORS McCLELLAN, KENNEDY, ERVIN, AND CHURCH)

John D. Dale, who resides on Neversink Road, Red Bank, N.J., testified that he is the controlling owner of George Elliott Co., a management consultant firm located at 400 Park Avenue, New York. He is also chairman of the board of directors of the Charles Hardy Co., as well as sole owner of a defunct New York corporation called Durisol, Inc.

Elliott Co. has had contracts with several Toledo firms, some of which have United Auto Workers' contracts.

When Dale took over the controlling interest in Elliott Co. January 3, 1956, he learned of an agreement existing between the company and Mr. Peter Zvara, who at that time was an international representative of the UAW and a subordinate of Richard T. Gosser. Zvara had an arrangement with the Elliott Co. whereby he was to get a 15 percent commission as a finder's fee for securing a contract with the Electric Auto-Lite Co., which had a contract with the UAW.

Later, Zvara had a similar agreement with Dale on the same basis for securing a contract with the Textileather Division of General Tire & Rubber Co. in Toledo, Ohio. This firm has a contract with the union identified in the hearings as the Textile Workers Union.

The total amount of commissions paid by the Elliott Co. to Zvara back to 1950 amounted to $63,000. Zvara's commissions were paid by Elliott Co. to the Hardy Co., and Hardy Co. paid Zvara. The purpose of this arrangement was twofold: (1) To conceal Elliott's payments to Zvara, and (2) to indicate to Zvara that someone besides the Elliott Co. knew of the arrangement.

Dale said he wanted to stop the payments to Zvara, not because the arrangement was illegal, but because he considered it to be unethical in that the payment of commission violates the code of ethics of the Association of Consulting Management Engineers.

Beginning in 1958, Hardy Co. became apprehensive about this matter, and thereafter Zvara was paid through the dormant Durisol Corp.

Dale understood that the UAW had a sort of veto power over both the selection of the management firm and over improvements suggested by the firm. Dale understood that Richard Gosser used his influence to prevent a strike by some union insurgents who wanted to throw the Elliott Co. out of the Electric Auto-Lite Co. He also said that on one occasion Zvara told him he would speak to Gosser about getting Dale more business around Detroit.

Dale has no knowledge whether anyone other than Zvara received money; however, about July 1956, Zvara asked Dale for a net billing

on commissions paid to him, saying he wanted to show it to "the boys."

Dale said he learned that Zvara was fired by the UAW when this situation came to light.

Dale also made payments amounting to about $6,000 to one Edward Swannie, a representative of the International Association of Machinists, who resigned early in 1959 because the international president, Mr. Hayes, learned of the commission arrangement.

Peter Zvara declined to testify on the grounds that, while he was not indicted, the New York County district attorney's office had Zvara under investigation.

Marcus L. Friedman, counsel for Zvara, testified that, after he had agreed to let Zvara testify at this hearing, he read in the public press that the files of the New York County grand jury were turned over to this committee. Thereafter, on June 22, 1959, he sent a telegram rescinding the agreement. Friedman said he was not in contact with any UAW official or attorney for any reason, and specifically with respect to Zvara's testimony.

Ernest H. Love said that he formerly held various union offices including president of local 1058, UAW, Toledo. At the present time he is employed by the Doehler Jarvis Co. which makes die castings. This firm has a contract with local 1058, UAW.

Love testified that he voluntarily resigned about the middle of April 1959, partly because he did not get Zvara's recently vacated job, to which he felt he was entitled. Love said no one advised him to resign and he had not even discussed it with any UAW official. He is still a UAW member. Love invoked the constitutional privilege in declining to testify about all matters involving money.

Marcus L. Friedman, his counsel, said he had so instructed Love because all of Love's records were in the possession of a grand jury in New York City. On other matters he did testify.

Richard T. Gosser, international vice president of the UAW, testified that he has been active in the UAW for 25 years, and has been international vice president for the last 12 years. He said that the attacks on him about 1949 through 1951 stemmed from his sponsorship of an increased pension plan, which was opposed by a management group called "The Committee To Save Toledo's Payrolls" and by the Toledo Blade.

Gosser said that about 1943 a group of union members, possibly 100 or more, banded together to form the Will-O-Land Sportsmen's Club. These union members were mostly employed at the Willys-Overland plant (now the Kaiser-Willys plant). These men contributed $1 a week to a common fund and, partly with the collected moneys and partly through a loan financed by the credit union at Willys, purchased a camp at Sand Lake, located nearby in Michigan. This camp was purchased for $9,500; later two parcels were sold to a Mr. Davis, one for $9,000, and the other for $3,500. Later a portion of the land had been sold for $12,500 and the remainder was still in the possession of the Will-O-Land Sportsmen's Club. The remaining portion was sold 12 years ago to the Automotive Workers Building Corp., a creature of local 12, on May 20, 1947, for $20,000. This property was made into a summer camp by the local. At the time this transaction took place, Gosser was head of the Sportsmen's Club and was also head of the Automotive Workers Building Corp.

Local 12 also purchased some retirement farms in the general area of the camp, through its Building Corp. Some of the equipment for these farms was purchased at Colonial Hardware Co.

Gosser testified that the increase in price for the land was brought about by the general increase in real estate prices, as well as by improvements through manual labor of Gosser and his associates. Gosser said that, although he was in a position of authority and confidence in both organizations, no individual profited.

About 1945, Melvin Schultz and Richard Gosser invested $4,000 each in a business originally called G. & S. Hardware, and later called Colonial Hardware Co. About 1949 or 1950, Gosser bought out Schultz for the amount of money Schultz had originally invested, $4,000.

Later still, Gosser sold the hardware store to local 12 for the wholesale inventory price, $44,720.64, plus fixtures, $5,500. Gosser did not deny having OK'd the purchase by local 12 from Colonial Hardware. Similarly, he did not deny receiving income from Colonial, as follows:

1946	$4,624.00	1949	
1947	14,712.65	1950	$100.00
1948	10,108.49	1951	100.00

Gosser testified that international representatives of UAW under his control are required to do work on the summer camp and the farms, and, if they do not show up when assigned, they are fined. Money from the fines, he believes, may have gone either to the flower fund or to the camp fund.

Gosser said there is an international flower fund, used for intraunion political purposes. It is controlled by the president, the six vice presidents, and the secretary-treasurer. He said there is also a flower fund for each region. The Toledo region is region 2–B. Gosser said the Internal Revenue Service had possession of his flower fund records for some time and made no extra assessment after they reviewed them. Gosser said he himself gives $5 per week to the international flower fund, and $5 per week to the regional flower fund. He said he does this voluntarily.

Richard Gosser testified that at one time in the late 1940's, there were some slot machines in the bar of local 12 in Toledo. He said some of the profits from the slot machines went to the summer camp and possibly some to the flower fund. Gosser said he took part in the decision to buy the slot machines in the first place.

With reference to the flower fund, Gosser testified that whatever records are maintained were in the first place maintained by someone other than himself and, in the second place, retained only until the end of the year and then destroyed.

In response to questions concerning his financial investments, Gosser indicated some proprietary interest in the following:

(1) A farm in Monticello, Fla., the R. & N. Ranch, consisting of 1,185 acres (in a partnership with Mr. Charles Ballard);

(2) Another farm, the C. & R. Ranch in conjunction with 12 or 15 other men, consisting of about 1,825 acres;

(3) A home in Hollywood, Fla., in Longacres Court;

(4) His residence on Drummond Road, in Toledo, Ohio;

(5) Part-ownership in four farms, totaling about 600 acres in Adrian, Mich.;

(6) Other miscellaneous investments and accounts.

In response to questions, Gosser did not deny or affirm that one Charlie Gross, a union member, on March 5, 1959, purchased $645 worth of turkeys, and 45 days later $340 worth of chickens from the aforementioned enterprise in Michigan.

Similarly, he did not deny or affirm that one Stanley Homaniak on December 29, 1958, made a purchase in the amount of $500 from Gosser enterprises. Sales were indicated to other union members also. Gosser indicated that he did not manage the farm and had no individual knowledge of such transactions.

Gosser testified that he is ex officio director of 117 wage-hour councils and that one of these is the Doehler Jarvis Council, of which Peter Zvara was the assistant director until he resigned. Gosser said he had nothing to do with the Elliott Co. contract or any firm in Toledo. He subsequently said he got none of the $63,000 paid out as finder's fees for securing these contracts.

According to documents produced at the hearing, Peter Zvara was fired April 9, 1959. He was notified of charges before the executive board by letter of April 14, 1959. He was again notified of his pending trial May 1, 1959. Zvara resigned from the UAW as a member May 22, 1959.

Concerning this chronology, Gosser said that at an international executive board meeting prior to which Zvara was already fired, there was pending a vote to have him tried preliminary to expelling him from the union. All except Gosser voted "Yes," and Gosser voted "No." Gosser said he voted "No" since the matter was then pending before a grand jury and he did not wish to prejudice Zvara's interest either before a grand jury or later before a trial jury. When Zvara resigned his union membership, the union had no way to compel his presence and the whole procedure became academic since expulsion was the only penalty the board could assess in any event.

There was presented to the committee an affidavit of Peter Zvara which, in substance, states he gave no money to Richard Gosser.

Gosser said that, as far as he knew, Melvin Schultz got half of the profits from Colonial Hardware Store but that Schultz was closer to the operation than he was and he did not know as a certainty.

Melvin Schultz was an employee of the Northwest Ohio Industries of Toledo, Ohio. Schultz was president of local 12 in Toledo from about January 1942 to March 1949.

Schultz testified that he was in business in the Colonial Hardware Store with Gosser as a partnership from 1945 to 1949. Their understanding was that they would share equally in any loss or gain. Schultz said his health broke in 1949, and he sold out to Gosser. He said that in selling out to Gosser, he asked for and got only the money he had invested, $4,000. Schultz testified that he shared in no profits or salary. He said all of the profits were put back into inventory.

Schultz said Gosser's profits consisted of increase in inventory. Schultz also said that he himself showed profits on his income tax, but that it was inventory and not cash. It should be noted that Schultz' personal income tax returns were not presented to the committee in order that the committee might then determine whether the profits from this store accrued solely to Gosser, or equally to Gosser and Schultz.

Lloyd Speidell testified that he became recording secretary of local 12 in Toledo in 1944 and quit in 1948.

Speidell said there was an arrangement peculiar to the Willys-Overland unit whereby, even though there was a checkoff for union dues payments, members were required to go to the local and get a card punched; no other receipt was accepted as a requirement for voting. Speidell said that during the war, Willys-Overland unit made up about 15,000 of a total membership of 45,000.

At election time Speidell said that cars, under Gosser's direction, came out to the Willys-Overland plant and transported the members who were favorable to Gosser down to the local to vote during working hours. Others came on their own, if at all. He said the votes cast usually ran about 500 to 800 for an election. Speidell concluded that this setup favored the continued term in office for Richard Gosser.

Speidell said he paid $5 a week into the flower fund, in addition to some fines for being late at staff meetings. These fines and flower fund contributions were required to be made before salary was collected.

Speidell said in addition the international representatives and local 12 officers were required to do manual labor at the camp and the farms, and were fined for being absent when assigned. Speidell said he quit when he was asked by Gosser to secure the election of certain men in the Champion Spark Plug unit.

Speidell said that threats of physical harm by Gosser to the men were common but he later said he could not recall any instance when a threat was followed up by actual physical violence.

Speidell gave heresay testimony that men were taken off the local payroll and put on the international payroll, which carried a higher salary, but they continued to function in the local and were required to kick back the difference in salary to Gosser. One instance of this involved one Frank Molik, who was on the international payroll and who Gosser had working at the summer camps. The difference in wages Molik was required to kick back to the flower fund.

Jess F. Motsinger, of Detroit, is now a member of Local 228, UAW, and has been for 3 years. He has held numerous offices in Kaiser-Frazer local 142, including the presidency, which he held in 1950–51. He was appointed international representative by Walter Reuther and was assigned to Gosser. At the outset of his assignment to Gosser he was called by Walter Madrzykowski, administrative assistant to Gosser, and was told he would start paying $5 a week into the flower fund in cash. He was warned not to have to be asked for it. On one occasion he failed to pay because his pay check was misrouted and subsequent checks were held up. He said he told Madrzykowski that he resented these tactics.

In 1953, Emil Mazey sent around cards to be signed, authorizing $2 per week payroll deductions for the UAW–CIO Political Action Group. Motsinger said he felt he had to do it to keep his job. This contribution is separate from the flower fund. Later he received a letter from Senator Guy Gillette of Iowa thanking him for $10. He does not know Gillette and has no connection with Iowa. Regular rank-and-file members, according to Motsinger, were not so solicited for either flower fund or political action funds. Motsinger's own local had no such similar arrangement as a flower fund for its officers, but he does not know about others.

On one occasion, Motsinger was assigned to go to New York to work on a sound truck for an election. He protested and sent a telegram to Gosser asking for an appointment, which he did not get, but he was shortly moved to Philadelphia.

Motsinger was called down by another international representative, Russell White, for reporting to Detroit that White's organization drive on the General Industries plant in Elyria, Ohio, was waste motion. Motsinger had a similar experience, he said, in Philadelphia, in that he was expected by White to report more signed pledge cards than he actually had. Motsinger was eventually discharged by UAW after his altercation with Russell White.

Other testimony by Motsinger, having even more doubtful value than that which has been given heretofore, follows in brief form:

(1) He alleged that Barden L. Young stated the UAW was going to start a rumor during Senator Potter's campaign that Potter lost his legs because he got drunk and was in an accident.

(2) A strike was called on a parts supplier to Ford, in order to make possible a renegotiation of Ford's contract midway through its life.

(3) Gosser once told the international representatives that they had to take some weight off, since they might have some "skull splitting" at the Kohler strike.

(4) Promises were made by UAW representatives to prospective UAW members and were not carried out.

(5) One Dewey McGhee may have been orally reprimanded for not paying into the flower fund.

In connection with the foregoing, it will be noted that affidavits were filed with the committee as follows:

(1) By Barden L. Young, 9581 Vaughn, Detroit, Mich., a member of the international staff of UAW since 1944. In substance, this affidavit stated that Young made no comments to Motsinger or anyone else as a smear on Senator Potter's injuries, or anyone else as Motsinger claimed.

(2) An affidavit by Kenneth Bannon, director of the Ford Department, UAW. The import of this affidavit is that the strike at the parts supplier at Canton was not to bring pressure on Ford but rather to settle an accumulation of substantial grievances.

(3) An affidavit by Russell White, a UAW official of long standing, now disabled by a heart attack. White said he had never told Motsinger to falsify reports, and he said that the fight with Motsinger consisted of Motsinger's becoming incensed at his assignment and striking White, whereupon White raised his arms to defend himself and the fight ended.

(4) An affidavit by Dewey McGhee. McGhee has been an international representative for 10 years and prior to that time was a member of the Ford Local No. 600 of UAW.

The substance of this affidavit is that McGhee, willingly and voluntarily, gave in to the international flower fund all the time he was an international representative, that he willingly and voluntarily gave to the local 600 flower fund while he was there, and that he was never threatened or coerced at any time to participate and recalls no circumstances such as those related by Motsinger in saying that McGhee was coerced.

(5) An affidavit by Wesley A. Schultz states that Schultz was coordinator of organization in Cleveland and Detroit in 1949 through 1959. He knew both Motsinger and McGhee, and knew of no incident such as that described by Motsinger, and at no time did he tell Motsinger what Motsinger claimed he had told.

Cyrus "Toots" Martin of Temperance, Mich., is now a janitor at a church, but, beginning in 1934, he was a member of the UAW in Toledo. He held various offices in the union. In about 1947 or 1948, he was international representative for a total of about 3 years.

Martin testified that when he was an officer of local 12 he paid $5 a week into the flower fund, and when he became an international representative this amount was raised to $10 per week. Martin said he believed he was required to make these payments as a condition of his employment.

Martin testified that such arrangements were made at the Willys-Overland unit where he worked to permit pro-Gosser men to vote in elections. He gave no indication that others were prohibited from voting, but stated it was made easy for the men who were known to favor Gosser to vote. Martin said that out of a total membership of about 35,000 the highest number voting was about 3,500. It will be noted that previous testimony on this point was to the effect that 800 usually voted out of about 45,000 members.

Martin said that Richard Gosser fired him for talking with some of Gosser's opponents and, after this, he returned to work at one of the plants as a rank-and-file member. On New Year's Day, Martin said, it was the custom to have alcoholic liquors in the plant during working hours and, on this occasion, one Arnold Shenofsky, a fellow worker, sent him a vulgar note on a conveyor belt. At this point Shenofsky had had nothing to drink and, Martin said, he himself had had "a couple." After receiving the note, Martin went over to Shenofsky. "I went up to him then and told him what I thought of this statement he made on the conveyor. In other words, I gave him my opinion, what I thought he was," whereupon Shenofsky hit Martin with a broken "pop" bottle.

In court later Shenofsky pleaded guilty and was fined $250. The fine, according to Martin, was paid by a collection taken up in the plant by some pro-Gosser men. Both men were fired by the company and, in dismissing the two, the company said that no union activity was involved. The letter went on to say that both men sustained injury during the fight, whereas Martin said he did not strike a blow.

Martin said he filed an unfair labor charge with the NLRB against the company and the union over his dismissal. However, his charge was dismissed by the regional director, and this action was sustained by the Board in Washington.

Martin said that Shenofsky was also fired but was "taken care of" in another plant and later was promoted to the position of international representative. Subsequent to these events Martin was expelled from the union for 99 years, but added that he does not know why.

In connection with this expulsion, Martin said he was expelled at a hearing conducted before the membership of his local. He said he did not have legal counsel at this expulsion and that he did not speak in his own behalf. He added, however, that these procedures were of his own choosing.

Martin said that, in connection with the dispute over the union leadership in Toledo, 1950–51, he made a "voluntary" statement to the Toledo Blade concerning union affairs. He said he received no compensation for making this statement to the Blade. However, he said that later he received $200 or $250 from Mr. Block, publisher of the Toledo Blade; Martin said this money was an unrelated "gift." In this connection, Martin testified that he believed that the Blade was trying to defeat the incumbent officers in local 12. Other testimony by Martin brought out the following points:

(1) There was a "flying squadron" of 100 to 150 members in local 12. This group got special assignments in connection with funerals, parades, etc. He said that the assignments also had to do with intimidation; but, in describing such activity, Martin mentioned only picketline duty.

(2) This flying squadron wore distinctive shirts and caps in the Labor Day parade and Richard Gosser marched at the head of this group, with three or four stars on his shoulders.

(3) After Martin was expelled from the union and had employment as a beer salesman, Gosser refused to buy beer from the firm. Martin believes this resulted ultimately in his dismissal several weeks later.

(4) Gosser gave Martin a list of people to contact to solicit donations for the summer camp. On this list were some reserved for Gosser to contact. Among those reserved for Gosser were some men reputed to be gamblers.

(5) Gosser wrote Martin telling him to check up on the men who still owed for tickets for a car raffle conducted by the local to finance the summer camp; failing in Martin's performance, he said he would not take Martin with him to the Ohio State-Michigan football game.

(6) Gosser also used officials of other units to sell raffle tickets.

(7) In connection with the money collected for the summer camp, Martin testified he had no information that the money donated for the camp was not used exclusively for the camp.

(8) One of the charges made by one Harold Billheimer against Gosser to the executive board of UAW was that Gosser forced union employees to work on the farms. It was testified at the hearing that the UAW executive board said there was no evidence to support this charge. Martin said he himself was so ordered by Gosser and there was placed in exhibit a letter from Gosser listing absentees at the farms and assessing fines against those absent.

It will be noted at this point that in previous testimony Richard Gosser informed the committee concerning his practice of assessing fines when personnel under his authority did not show up to work at the summer camp and farms when assigned.

(9) Another one of the charges by Billheimer to the UAW executive board was that Gosser fined people who were late for work. It was testified at the hearing that the executive board finding was that there was no evidence to support this charge. Martin testified that he was so fined for coming late, and introduced two letters to himself from Gosser, each one assessing fines against him for being late.

John E. Bolman, of Toledo, is employed in the dry cleaning business. At one time he was a member of local 12 when he worked for the Spicer division of the Dana Corp. He began this employment about 1943, and retained it until he was discharged in November 1949. Bolman attended a local 12 meeting about October 1949 and while there proposed a resolution, the effect of which was to demand an accounting of the funds of the Automotive Workers Building Corp. He did this because he suspected the funds were being used for personal profit by Richard Gosser and Melvin Schultz through Colonial Hardware Co. Bolman said he visited the campsite and found crates and packages of material purchased through Colonial Hardware Store but shipped directly to the camp.

Bolman first asked Randolph Gray for access to the books and then presented his resolution at the following meeting for access to the corporation's records. This meeting was on October 14, 1949. Bolman said that an exchange of words followed between him and one Walter Murphy, followed by several blows from Murphy and others nearby, one result of which was a broken bone in Bolman's face. Bolman said he at no time had any connection with the Committee To Save Toledo Payrolls. Bolman said he had an attorney and he believed the attorney was paid by Mr. Paul Block, publisher of the Toledo Blade. He said he himself did not pay the attorney.

It was developed in testimony that both Bolman and Richard Gosser had been convicted of felonies a number of years ago. Bolman testified that, following the altercation at the union meeting, he was expelled by the international. Thereafter he had no income for a period of time from any source other than the State unemployment compensation. It was developed in later questioning that Bolman received "expenses" from his attorney amounting, he said, to $400 or $500 over the 2 years.

In connection with his work with the attorney, there were three suits entered, with Richard Gosser, the local union, the Automotive Workers Building Corp., and others as defendants. The suits in general were as follows:

(1) A suit to gain access to the books.

(2) A suit to enjoin the giving of a lifetime lease on one of the cabins at the camp to Richard Gosser.

(3) A suit to enjoin the sale of a piece of property known as the Toledo Industrial Union Council Building.

Bolman said when he declined to withdraw these suits he was expelled by Walter Reuther who wanted the matter handled within the union grievance machinery.

The suits aforementioned were eventually settled out of court, and the UAW paid the court costs. In the settlement was a stipulation that the Will-O-Land Club deed the property that they held in Michigan to the Willys Overland unit of local 12.

At one point when the UAW was disputing Bolman's right of access to the records, these records were in the possession of the court. The audit firm of Ernst & Ernst attempted an audit, but reported that the records were insufficient to permit an audit.

Bolman said that in the course of the preparation of material for trial, he took some sales slips of sales by Colonial to the union and compared them with prices elsewhere. He testified that Colonial's prices were higher than other "suppliers," not otherwise identified.

Randolph Gray is employed at the present time by the Standard Equipment Division of the Dana Corp. For a number of years, he has been a member of the UAW, as he still is. He became financial secretary of local 12 UAW, Toledo, Ohio, late in 1941. He retained this position until May 16, 1950.

Gray testified that the Automotive Workers Building Corp. is a creature of local 12 and that membership in local 12 automatically includes membership in the corporation. All real estate is owned by the corporation. He said, in his capacity as financial secretary, all moneys going to either the corporation or local 12 should have gone through his hands.

In general, Gray supported Bolman's version of the meeting of October 14, 1949.

Gray introduced letters from Gosser's office assessing penalties for failure to work on the farms. Gray said that, in addition, union employees would sometimes do work at the Colonial Hardware Store. He also said that he once complained to Melvin Schultz about overpayment for some light bulbs purchased at Colonial.

Gray introduced a document purported to be a financial report, which showed purchases by the local for the Automotive Workers Building Corp. from Colonial Hardware in the amount of about $36,000; this covers an indefinite period, probably 2 or 3 years.

Gray said that Gosser exercised authority in local 12 which he did not legally possess as international vice president. He introduced a letter from Gosser to subordinates saying that all purchases for local 12 should be OK'd by Melvin Schultz; that all purchases for AWBC should be OK'd by Gosser.

Gray described one instance of overpayment of some materials for a Labor Day parade. The material was purchased through Colonial Hardware Co. and the wholesale supplier, Hirsch Co. in Toledo, sent the bill by mistake to local 12, where Gray had access to it. It appears that the total bill was $810.40 and the Colonial overcharge was $382.10. When Gray objected there was a rebate of $120 made, making the final overcharge $262.10. Gray terms this an overcharge since he claims he could have secured the material directly from the wholesaler rather than going through Colonial Hardware.

Gray testified that after Bolman filed his suit to secure access to the AWBC records, Gosser and UAW Attorney Lowell Goerlich instructed Gray to keep the records out of sight, anticipating the issuance of a subpena. Gray said he hauled the records around in the trunk of his car for a substantial period. Gray said when he finally surrendered the records to Goerlich, Goerlich, in his presence, destroyed some of the records.

Directly contrary to this is the testimony of Lowell M. Goerlich, now an attorney for the UAW in Washington, D.C. Goerlich said Gray had given this same testimony in depositions preparatory to Bolman's suits in 1950.

Goerlich said Gray swore falsely under oath when he made the deposition and that he testified falsely under oath before this committee when he said the same thing. Specifically, Goerlich said he did not destroy records of AWBC.

Gray testified that in December 1949, under pressure of events in local 12, he cracked up.

Gray said that, after he got back to work, the office employees of local 12—that is, the female clerical staff—went on strike against the local. Gray said he would not cross their picket line to go to work. He was, therefore, dismissed for not performing his duties. This occurred on May 16, 1950.

Gray testified that some slot machines were installed in the local and that half of the proceeds went to the local, while the other half went to Gosser or his flower fund. The slot machines were taken out in 1948.

Gray said that he gave none of this information to the two UAW groups which conducted inquiries relating to it, the investigating committee and the executive board. He indicated that he was afraid of physical violence if he testified.

Gray testified that he had reported to the executive committee of UAW that Gosser had spent $300,000 on the purchase and operation of the farms and the camp as of February 3, 1948; the executive board concluded they had no evidence to substantiate this statement. Gray said he had made up a record for Gosser from records in his custody and that it showed that $292,000 had been spent.

Gray testified that he made up an audit report about January 31, 1950, showing a deficit in the UAW unit's account of $7,244.16. When Gosser saw this, he said if it were published in that form his opponents would complain, and so a later report published for the same period showed a balance of $55,080.20.

One of the charges found not substantiated by supporting evidence was that Gosser had issued instructions that nothing could be printed in the Toledo Journal without his approval. Gray introduced a letter in evidence from Gosser, stating that anything put in the Journal must have his OK. Gray testified that he was notified through Gosser that staff members of this committee wanted to talk with him. Following this call, Gray said he was accosted on the way home so that he went to a nearby tavern and called the police department. It was brought out also that the police department has no record of this call.

Gray introduced into evidence a letter dated May 1, 1950, to Walter Reuther from one Eddie Duck, alleging stealing by Gosser. Other testimony before this committee indicates that Duck was involved in management payoffs in Detroit.

Mrs. Gertrude Gray, the wife of Randolph Gray, is a beautician by trade. She testified she sent a telegram to Walter Reuther, as well as to Richard Gosser and Emil Mazey, asking if they were going to support her husband in an election at the local union. She said she received a letter from Reuther dated January 20, 1950, saying he would not interfere in a local situation. He also said in the letter that a committee was going to investigate the Toledo situation.

Mrs. Gray also testified that her husband is not out of his mind.

Harold Billheimer is at the present time employed at the Toledo Scale Corp. as he has been for 36 years. Billheimer was one of the three signatories to the letter of complaint against Gosser et al.

Billheimer testified that it was his belief that Gosser had his "hand in the till," took kickbacks from the slot machines, took salary kickbacks from persons on the payroll. However, he said he has no information on these matters of his personal knowledge.

Billheimer said that the charges which he signed were prepared by an attorney who also represented Bolman and who, as is stated elsewhere in this report, was paid by the Toledo Blade.

Billheimer said he had testified before the three-man investigating committee of UAW, as well as before the executive board on this same subject matter.

Billheimer said that, about the time he made these charges against Gosser, he was assaulted by a union employee, one Orville Beamer.

Billheimer said Beamer was later removed from his post by Reuther but, later still, was restored.

Charles Ballard, regional director of the UAW in Toledo, testified that he was a member of UAW since 1935 or 1936, has been a salaried employee of the union since August 1943 and has been regional director since 1947. Ballard says he runs the region 2–B flower fund. He said all of the international representatives and a few local officials pay into the fund. Ballard testified that the flower fund which he operates has about $5,000 now in a savings account at the National Bank of Toledo, about $4,700 in a safe deposit box, as well as a checking account in the Toledo Trust Co.

Ballard said that the extent of the records he keeps is canceled checks, which he retains for 1 year. He said no vouchers are kept, no receipts are issued, and the only record of donations is the last donation made by each man. He also said most payments are made in cash.

The records surrendered to this committee consisted of the canceled checks and stubs for 1959. All other records had been destroyed. It was noted by the chairman that the checkbook contained several blank checks which had already been signed by Ballard, whereupon Ballard testified that it was his custom to sign a number of checks ahead, so that his secretary might fill them in for the proper amounts as the need arose.

JOHN L. MCCLELLAN.
JOHN F. KENNEDY.
SAM J. ERVIN, JR.
FRANK CHURCH.

FINDINGS—RICHARD T. GOSSER AND LOCAL 12, UNITED AUTOMOBILE WORKERS, TOLEDO, OHIO

(AS APPROVED BY SENATORS McCLELLAN, KENNEDY, ERVIN, AND CHURCH)

I. Finders' fees to Peter Zvara

1. The payment of finders' fees by the Elliott Co. to Peter Zvara was unquestionably improper since it placed Zvara, an official of the United Auto Workers, in a conflict-of-interest position. Although apparently improper, it was not found to be illegal since the grand jury in New York, after considering all of the facts, returned no indictment.

2. The UAW, upon learning about this situation in the spring of 1959, immediately discharged Zvara from his union job and, in a short time, he resigned his union membership. Thereafter the union had no jurisdiction over him.

3. Inferences that Richard Gosser, Zvara's superior, might have known about or participated in Zvara's fees were unsupported by evidence.

II. UAW dispute in Toledo, 1949–50

1. The charges and allegations presented in this series of hearings were substantially those which were discussed at length in the Toledo Blade during the period 1949–50. The charges were originally made in a tense and emotional atmosphere, generated by a dispute over a new and costly pension plan announced by Gosser. The parties to the dispute were Local 12, UAW, on the one hand, and a management group, "The Committee To Save Toledo's Payrolls," augmented by the Toledo Blade on the other.

2. A series of charges was drawn up by a lawyer paid by the Toledo Blade on behalf of three dissident members of local 12. The principal target of these charges was Richard T. Gosser, international vice president of the UAW, and former president of local 12.

3. Allegations and inferences that Richard Gosser misappropriated union funds through real estate transactions, or through salary kickbacks, were unsupported.

4. Richard Gosser was in a conflict-of-interest situation when he was in a position of authority and trust in the union, and authorized purchases from Colonial Hardware Co., in which company he was variously part owner and sole owner. However, this situation terminated 8 years ago, on January 1, 1952, when the store was sold to local 12. Allegations that Colonial overcharged local 12 were not supported by credible testimony or evidence.

5. It is apparently a practice among officials and certain others who are paid employees of the UAW to make regular payments to a fund called the "flower fund." One of the uses of this fund is to support all

incumbent officials in intraunion political activity. Of those testifying before this committee who have made such contributions, certain witnesses interpreted this as, and contended it was, simply an involuntary "kickback," and a condition of employment. Others testified that these regular contributions are incumbent upon all, since a majority of the contributors favor their continuance. From the testimony before the committee the rank-and-file members are not involved in this situation. From the testimony presented, both contentions are sustained.

6. The bookkeeping practices in connection with this region 2–B flower fund leave much to be desired. Such primitive accounting practices invite loose handling of funds, as well as defying subsequent audit.

7. Other allegations heard in the course of this series of hearings do not appear to warrant individual mention, either because of their lack of documentation, or because of their lack of significance.

8. The committee does not feel that the testimony presented in these 7 days of hearings merits additional inquiry; much of what is involved is too remote to warrant further committee action. Then too, as Chairman McClellan stated after hearing all of the witnesses:

> I want to say for the record that I have not been overwhelmingly impressed with the veracity of either side. I think I have spotted inaccuracies, and I am being charitable, from a number of witnesses who have testified with respect to what occurred (p. 20378).

JOHN L. MCCLELLAN.
JOHN F. KENNEDY.
SAM J. ERVIN, JR.
FRANK CHURCH.

SEPARATE STATEMENT OF SENATOR JOHN L. McCLELLAN

As chairman of the committee, I think it proper for me here to state that the foregoing UAW-Gosser investigation was conducted by the Republican members of the committee and their counsel; also that the subsequent executive and public hearings were held at the request of Senator Curtis. All subpenas for witnesses and documents requested by him were issued by the chairman.

The witnesses, however, were not examined by the regular members of the staff, nor were the Democratic members of the committee made acquainted by Senator Curtis, or other Republican members of the committee, with the nature of the testimony that was to be presented. All documentary evidence which had been procured by Senator Curtis and by subpenas issued by the Chair was withheld and kept secret from the Democratic members and the regular staff of the committee until actually presented at the hearings.

Thus, this particular investigation was conducted by the Republicans and the hearings thereon were held for their accommodation. Therefore, they are entitled to all credit and chargeable with all blame for the adequacy or inadequacy and for the character of the record made, which record now speaks for itself.

JOHN L. McCLELLAN, *Chairman.*

Senators Kennedy, Ervin, and Church join and concur with the chairman in the views hereinbefore expressed.

SEPARATE VIEWS OF SENATORS CAPEHART, CURTIS, GOLDWATER, AND MUNDT

Purpose of the hearings

The purpose of the hearings before the Senate Select Committee on Improper Activities in the Labor or Management Field was to investigate all allegations concerning such activities and to recommend to the Senate of the United States such legislation as would appear to be appropriate or calculated to correct existing abuses and to protect the rights of labor, management, and the public as guaranteed under our constitutional free enterprise system.

In a previous series of hearings dealing with the Teamsters Union, the committee adduced evidence of an overwhelmingly persuasive nature indicating the misappropriations of union funds, corruption, criminality, and malfeasance in office of union leaders. The investigation by the committee was vigorous and productive and the full committee was able to agree, with only one Democratic member dissenting, on its findings and recommendations. Republican members supported the committee findings unanimously. It was a job well done. Legislation was enacted incorporating recommendations of the committee.

Unfortunately, the same cannot be said concerning investigation of the Kohler and the Perfect Circle strikes of the UAW and the Gosser investigation, with which this report is concerned. The Kohler and the Perfect Circle strikes are two of the most tragic disturbances in the modern history of American labor. The tragedy is compounded by realization that neither strike represented the wishes of more than 33 percent of the workers involved. The Gosser affair is of the same cloth from which the Hoffa pattern was cut. Yet, in our opinion, the committee failed properly to investigate pertinent allegations,[1] failed

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[1] See app. D.

A clear case of UAW wrongdoing for which proof was readily available but which was never pursued was the Renda matter.

On or about Dec. 22, 1953, Emil Mazey as secretary-treasurer of the UAW, ordered the UAW disbursing officer to write a check for $25,000 payable to an attorney by the name of Moran in the city of Windsor, Ontario, Canada, which was carried on the books as a disbursement for the purchase of Canadian real estate. Mr. Mazey, however, described this item as "reward" money for a statement by one Donald Ritchie to the prosecuting attorney, resulting in the arrest and conviction of the person or persons responsible for the shooting of Walter Reuther. Mazey then described for the committee how the arrangement was to have worked:

"The reward offer that was made—and I have it here, I have the agreement we made with the Crown Trust Co. and Donald R. Moran—provided that if Mr. Ritchie gave a statement to the prosecuting attorney in the presence of police that would lead to the issuing of a warrant on the people involved in the Walter Reuther shooting, that at the point that a warrant was issued * * * his wife would get $5,000. If the people were brought to trial, his wife would get an additional $10,000. If they were convicted, there would be an additional $10,000 paid to his wife, a total of $25,000." (See hearings, p. 9044.)

Mazey then stated that Ritchie "signed a confession that was taken by the prosecuting attorney in the presence of police in Detroit, in which he said that he rode with Clarence Jacobs and with Pete Lombardo to Walter Reuther's home when Walter Reuther was shot, and he also said in his statement that Walter Reuther was shot by Clarence Jacobs." The statement named Santo Perrone as the instigator of the shooting and Perron's son-in-law, Carl Renda, as the "payoff man" who received "$5,000 for going along on this (i.e., shooting) job." Mazey said that Renda "had a scrap contract with the Briggs Manufacturing Co. that was worth $168,000 net profit each year * * *." (See hearings, p. 9054.)

Renda was subsequently arrested on the basis of the "confession," $5,000 was paid according to the agreement. Ritchie fled to Windsor, Canada, where he renounced his confession as false, indicating that he had been induced to make it by persons acting on behalf of the UAW. Renda brought suit for malicious

to examine key witnesses,[2] failed to affix responsibility, and failed to submit constructive corrective recommendations.

We cannot condone such a disservice to the American workingman, to American management, to the public, and to the U.S. Senate; and are, therefore, submitting these separate views for the consideration and appropriate action of responsible authority.

We further are in disagreement with the statements of fact found in the committee-staff-prepared reports on Kohler, Perfect Circle, and the Gosser affair, and likewise with their findings and recommendations contained therein.

Summary of findings

As members of the committee, we are deeply disappointed that the chief counsel of this Senate select committee, who had been delegated broad authority, was not only reluctant, but actually refused in more than one instance to probe into areas which would have fixed the responsibility for the clear pattern of crime and violence which has characterized and has generally been associated with UAW strikes.[3]

We are not at all impressed by the evasive answers of such witnesses as testified, nor by the demagogic utterances and the legal semantics which were used in an attempt to conceal the truth. To us the pattern seems plain and the responsibility clear.

We do not contend that the Kohler Co. management was wholly blameless in this controversy, but it is clear that the violence which took place there was not in response to any company misconduct. That it was solely attributable to the UAW method of operation is borne out by the violent Perfect Circle Co. strike occurring a year later.

The company and the union in that case had enjoyed good relations for some 15 years prior to the strike; the violence there was not a response: it was an implement of the characteristic UAW pattern of violence.

It is curious that in the two UAW investigations the chief counsel divorced himself from these probes and selected one staff member for the investigation, with an entirely inadequate staff. In the case of Kohler and Perfect Circle, it was assigned to Jack McGovern, who operated almost entirely without assistance. In the Gosser case it was assigned to Robert Manuel and Senator Curtis, who operated with no assistance whatsoever. Also, a fair reading of the testimony shows that the chief counsel associated himself with the witnesses supporting Gosser.[4]

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prosecution, naming the UAW as defendant for subornation of perjury causing his false arrest. The court awarded him a $400,000 judgment against the UAW.

During the hearings Mr. Mazey was asked about disbursements he was allowed to make without consulting the executive board. Senator Goldwater asked him: "On real estate, would the executive board be consulted on that, or do you have carte blanche approval to spend what you want?" Mazey answered: "No; the executive board would be consulted on that." (See hearings, p. 9041.)

Committee investigators (referred to in footnote 37 infra), however, failed to disclose this patent discrepancy.

[2] See p. 386.

[3] See pp. 386, 407–408, 412.

[4] In the two UAW investigations which were conducted, the chief counsel divorced himself from these probes. Instead, in each instance one staff member was selected to conduct the investigation and assigned an entirely inadequate staff. The case of the Kohler and Perfect Circle strikes was assigned to John J. McGovern who, despite numerous requests for additional help, operated almost entirely without assistance. The Gosser case was assigned to Robert Manuel and Senator Curtis, who likewise operated with insufficient help.

During the investigative period prior to the airing of the Kohler and Perfect Circle strikes numerous requests had been made for additional personnel to be assigned to McGovern because of the immense amount of investigation which would be required in order to properly present factual accounts. Upon checking into the nature of the staff of the select committee, the Republicans found that although the regular staff

From the very outset of the UAW investigation, it became apparent that the committee faced an awkward, if not an impossible situation growing out of the natural conflict of interest situation in which its chief counsel found himself. When investigating unions other than those affiliated with the leadership of Walter Reuther, the chief counsel worked effectively and cooperatively with all members of the committee—Democrats and Republicans alike. But whenever an investigation touched upon the domain of Walter Reuther, an altogether different procedure was followed. Throughout the course of the investigation a double standard of committee morality prevailed: one procedure was employed for the unions not connected with Walter Reuther and a different procedure was employed for the investigation of activities of the United Automobile Workers. As a result, in the Kohler and Perfect Circle investigations, the staff used averaged less than one-tenth that utilized in other investigations. Not until the final days of the hearings, when the Gosser case was before the committee, did Assistant Counsel Manuel even have the opportunity to question witnesses at the open hearings; and in that hearing the chief counsel frequently attacked those endeavoring to ascertain the true status of events attributable to Gosser instead of aiding in the investigation.

In both the Kohler and the Perfect Circle strikes, sufficient testimony was presented, representing but a small portion of that which we are confident was available, to establish that the following illegal and intolerable practices were committed:

1. Impairment of civil liberties.
2. Destruction of free collective bargaining.
3. Willful violation of law and organized incitement to riot by professional goons and thugs.
4. The development of a technique whereby a private interest can use illegal forces to gain its ends.

Furthermore, we are convinced, based on the information obtained during the investigation of Richard T. Gosser, senior vice president of the UAW and second in power only to Walter Reuther himself, that corruption, misappropriation of funds, bribery, extortion, and collusion with the underworld has occurred within the UAW.[5]

1. Impairment of civil liberties

Civil liberties in the United States are constitutional guarantees extended to American citizens regardless of race, sex, creed, or economic circumstances. Under the laws of this country, employers are entitled to operate their plants during periods of labor strikes. Furthermore, nonstriking employees have a legal right to continue to work.[6] These are not matters of debate. These are moral and legal rights ingrained in our constitutional system. Any individual or group which interferes with the exercise of these rights is impairing

numbered only 35 to 40, additional personnel had been recruited from the Government Accounting Office, the General Services Administration, the Internal Revenue Service, and the Department of the Army who served on loan from these departments, bringing the number working on and with the staff of the committee to, at times, over 100. All acted under the direction of the chief counsel with the exception of McGovern and the two people who were assigned to help him. To have done an adequate job for public presentation, in one of the McGovern reports it is estimated that it would have taken a staff of five additional accountants and five additional investigators acting under his direction, which were requested several times. Considering the total number acting under the direction of the chief counsel, it is difficult to understand why this relatively modest request could not be filled. Mr. Manuel was even more severely handicapped. He was the sole investigator, accountant, and counsel.

[5] See app. D.

[6] See pp. 339-340.

the civil liberties of our citizens, among the most important of which is his right to earn a living.

In both the Kohler and Perfect Circle strikes, the employers were prevented from operating their plants and employees were prevented from continuing their employment.[7] It was the deliberate policy of the UAW to force the closing of the plants and to prevent employees from continuing to work.[8] This was the mechanism used by the union in its attempt to bring about the surrender of management.[9] There was an organized, directed campaign led by imported professional hoodlums [10] who, through mass picketing,[11] terroristic tactics, personal threats, and intimidation [12] sought to achieve the union objectives. The proposition that such activity was spontaneous or coincidental is so demonstrably inaccurate as to insult the intelligence of any rational person.

The fact of the matter is that those who engaged in the impairment of civil liberties of citizens at Kohler and Perfect Circle were the paid agents and accredited representatives of the UAW, acting with the consent and the approval of the highest officials of that union.[13]

It is ironic and incongruous that the so-called liberals of America have applauded when a battalion of combat-ready paratroopers was dispatched to guarantee the rights of a racial minority to desegregated education in one State, while the same groups have stood idly by when entire communities have been intimidated, terrorized, and deprived by the UAW of civil rights to which they are entitled under the law.[14] The American people have a right to know why.

2. Destruction of free collective bargaining

American labor, management, and the general public have recognized that the principle of free collective bargaining is most beneficial to our society. Those who destroy the principle and the application of free collective bargaining render a disservice to the Nation.

From the viewpoint of labor, the essential ingredient of free collective bargaining is the right to strike. Conversely, from the viewpoint of management, the essential ingredient of free collective bargaining is the right to refuse the demands made upon it by labor during periods of negotiation or strike.

The UAW has claimed that it believes in free collective bargaining. Their conduct, however, makes such a claim a mockery and a farce. In the Kohler and Perfect Circle strikes, the UAW exercised its right to strike, but it then denied, through force and violence, the right of management to operate its plants and the right of nonstriking workers to continue employment. Such conduct destroys the principle which has allowed American labor to grow and prosper.

The testimony of these hearings is replete with evidence adduced from UAW officials admitting that there would have been no violence

[7] See app. pp. 335-336, 356, 365-368, 385-391.
[8] See app. pp. 342, 365-368, 396, 402-403.
[9] See app. pp. 365-366, 403.
[10] See app. pp. 337, 378-380, 401.
[11] See app. pp. 336, 340-342, 387, 390.
[12] See app. pp. 368-380, 388-389, 396-400, 462-484.
[13] See app. pp. 337, 365-368, 378-380.
[14] States responsibility requires adherence to the U.S. Constitution. In a comparable situation late in 1959, however, the union met with success when the Governor of Minnesota intervened to close the plants of Wilson & Co., denying this employer its constitutional right to continue to operate during the strike. Thus, by resorting to violence, the strikers achieved their major objective of closing the plant; meanwhile, protection of workers who wished to exercise their constitutional right to enter was denied.

at either of these strikes had management not dared to exercise the right to which it was legally and morally entitled.[15] In other words, the UAW had the arrogance to proclaim publicly that when strike notices were issued, management must automatically cease operation. This is not free collective bargaining. This is abject surrender to labor bossism in its arrogant defiance of the law.

3. Willful violation of the law and organized incitement to riot by professional goons and thugs

In the previous sections we have demonstrated that the activities of the United Auto Workers deprived decent American citizens of the civil liberties guaranteed to them under our constitutional system, and that they jeopardized and contradicted our established American concepts of collective bargaining.

Examination of the Kohler and Perfect Circle strikes gives a shocking demonstration of what can happen in America if any group is allowed to place itself above and beyond the law. Testimony before the Senate select committee contained in the appendixes of this report enumerates crimes of violence against persons and property which are almost unbelievable. Entire communities were terrorized [16] in a characteristic pattern which occurred repeatedly.[17] People—decent, law-abiding American citizens—including innocent bystanders, were actually in fear of their lives.

Were the activities of the UAW in violation of the law? We have only to enumerate the acts committed to determine the answer.

At Kohler and at Perfect Circle there were stonings; sluggings; assaults; rotten-egg throwings; paint smearings; shotgun and rifle firings into homes and at individuals; shadowing; elbowing; kicking; reckless driving; stomping; destruction of homes; throwing of bottles, rocks and paint bombs; destruction of automobiles; sugar, emery dust and other substances placed in gas tanks of autos and trucks; dynamitings; ransacking of houses, ammonia bombings; slashing of tires and brake hoses. Almost every type of felonious aggravated assault with intent to commit great bodily harm or to destroy property and render it inoperative occurred.[18]

The communities involved in these labor disturbances were actually under siege as though invaded by foreign mercenaries. In this case, however, the invaders were the arm-locked professional goons and thugs employed and imported by the UAW to enforce its dictates.

It is a sad commentary that in both of these disturbances the power of the UAW superseded and abolished the normal police authority and the legal and political processes of the municipality, the State, and even the Nation.[19] Police officials either disappeared or refused to enforce the law in the presence of the mob rule and flying squadrons of the union.[20]

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[15] See app. pp. 402–403.

[16] See app. pp. 336, 338.

[17] This pattern was duplicated recently when the United Packing House Workers of America called upon the master craftsman of strike violence and lawlessness, UAW secretary-treasurer, Emil Mazey, to assist in creating the turmoil necessary to reduce the situation to chaos. Mazey went to Albert Lea, Minn., to express his solidarity with the packinghouse union. In further expression, Walter Reuther's union sent along $25,000 to be distributed at Mr. Mazey's discretion. Immediately the strike took on the usual violent pattern characteristic of UAW strikes with the concomitant terrorization of the town of Albert Lea. The technique was eminently successful. Once again this dean of the UAW school of violence accomplished his mission of complete subjugation by terrorist warfare of a management whose only offense was an attempt to operate its plant in a law-abiding manner.

[18] See app. pp. 368,–380, 396,–400, 462–484.

[19] See app. pp. 340–359, 378–383, 389, 396.

[20] See app. 342–360.

It is frightening to conjecture what will become of this Nation if we ever adopt the philosophy of Emil Mazey, secretary-treasurer of the UAW. He had the audacity to state before this committee that he believed that when the UAW called a strike "it is the same as when Congress declared war," [21] and referring to nonstrikers: "They have joined the ranks of the enemy, and they ought to be treated as such. *During the war, when they joined the enemy, they were shot when convicted.*" [22] (Emphasis supplied.)

This shocking record of crime and violence is all the more fantastic in view of the fact that at no time in either one of these major strikes did more than 33 percent of the workers vote to walk out.[23]

Never has there been a more clear-cut pattern of a minority dominating and destroying the rights of the majority through force and violence.

It has been said that the United States cannot ignore events which occur in the farflung corners of the globe since they may ultimately have an impact upon our society. Can America afford to ignore what happened in Wisconsin and Indiana? Will America allow force and violence to supplant law throughout our Nation? Can American labor remain free under such leadership?

4. The development of a technique whereby a private interest can use illegal forces to gain its ends

There is an inherent danger in the investigation of corruption that such an investigation will focus its efforts on matters such as larceny, consorting with criminals, and other activities normally related to police courts. In doing this we run the risk of overlooking the most dangerous departures from public morality. This is the case in the matter of the UAW.

Corruption which is most dangerous to our society is power that frequently masquerades as legal and in fact has a superficial legality. It is based on the ability to utilize legal loopholes and to enforce dictates with a private enforcement agency.

Judge Brandeis recognized such a danger when he said:

> You may compromise a matter of wages, you may compromise a matter of hours—if the margin of profit will permit. No man can say with certainty that his opinion is the right one on such a question. But you may not compromise on a question of morals, or where there is lawlessness, or even arbitrariness. Industrial liberty, like civil liberty, must rest upon the solid foundation of law.
>
> Disregard the law in either, however good your motives, and you have anarchy. The plea of trades unions for immunity, be it from injunctions or from liability for damages, is fallacious as the plea of the lynchers. If lawless methods are pursued by trade unions, whether it be by violence, by intimidation, or by the more peaceful infringement of legal rights, that lawlessness must be put down at once and at any cost.

That such a pattern as Judge Brandeis describes exists within the framework of UAW policy is evident from testimony before the committee.

[21] See hearings, p. 9002.
[22] See hearings, p. 9003.
[23] See app. pp. 334, 385.

There have existed within the UAW what are called by them flying squadrons, groups of men well trained in UAW tactics. When needed, they assisted the employees of struck plants by providing strike violence and intimidation.[24] When these men appear on the scene a violent pattern follows. Examples of this are seen in the following items and footnote 17.

Item.—William P. Vinson, an admitted member of a UAW "flying squadron," served a 13-month prison term for assaulting a nonstriker with such ferocity that he drove some of his broken ribs into his lungs. The union paid for his defense and continued payments to Vinson's wife while he served his sentence.[25] In January 1960, he was again arrested for another strike-connected assault.[26]

Item.—Emil Mazey, now secretary-treasurer of the UAW in 1947 led 400 pickets from Detroit into the town of Clinton, Mich., during the strike at the Clinton Machine Co. Violence occurred. The union was ready to dispatch "additional people, thousands if we had to" into this town of 1,600.[27]

Item.—A strike at the Flint, Mich., Cadillac plant prompted this statement from Kenneth Cole, financial secretary of local 14 of UAW at Toledo: "I expect between 3,000 and 5,000 Toledo union men will be in Flint before night." 3,000 employees from Ohio came, gathered with those from Flint and in spite of the fact that the Governor called out the 126th Infantry, later the cavalry, little protection was given the public. Employees were inside as the strikers descended on the plants, welded the doors shut and did an enormous amount of damage. As a result of the union induced violence, 24 people were injured.[28]

Item.—Just prior to the 1955 strike of Perfect Circle plants in Indiana, a UAW organizer, William Caldwell, stated that there would be a $2 million strike fund to support the strike, that "it will be the roughest thing you have ever seen. There will be outside people come in, cars will be overturned, and someone will get hurt." He promised UAW strikers "he would get us out of jail if we were put in for knocking heads," and "there would be plenty of help to keep the plant shut down." [29]

As the strike began, the UAW blocked plant entrances, assaulted employees and terrorized townspeople with large numbers of imported goons. Typical was the pattern followed in Hagerstown, Ind., the location of a Perfect Circle Co. plant: over 700 strangers accomplished this mission in a town which had a population of 1,800.[30]

Item.—Nicholas Flynn was arrested for overturning an automobile at the Nylon Products Co. He was convicted and sentenced to serve 18 months to 4 years and the case was carried to the Supreme Court of Michigan by UAW attorneys who defended Flynn throughout, where it was affirmed. Yet Flynn had served only a month and a day at the time his sentence was commuted by Governor Williams.[31]

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[24] See hearings, p. 8996; app. pp. 337, 378-380, 401, 418.
[25] See hearings, p. 8955.
[26] See Detroit News, Jan. 8, 1960.
[27] See hearings, p. 9369.
[28] See hearings, pp. 9377-9378.
[29] See app. p. 386.
[30] See app. p. 387.
[31] See pp. 382-383.

At the time the Detroit News carried this story: "Emil Mazey, UAW treasurer, and Nicholas Rothe, Detroit attorney, recently came here to ask executive clemency for Flynn." [32]

Such violence on the part of employees or members is not condoned and defended by any other type of American organization.

Foremost is the case of John Gunaca which demonstrates the political influence of Walter Reuther and the UAW in the State of Michigan, influence so dominant that a goon may invade Wisconsin and then return to Michigan expecting to find a haven from which he could not be extradited for trial and punishment.

Gunaca entered Wisconsin and, according to the testimony of witnesses, committed felonious assault with intent to do bodily harm upon the person of a Wisconsin citizen. The victim of this beating never recovered and died a year later.

Gunaca fled to Michigan, was indicted and declared a fugitive from justice. According to proper legal processes, the Governor of Wisconsin requested that the Governor of Michigan comply with the Constitution of the United States,[33] and extradite this individual for trial to determine his guilt. The request for extradition was denied by the Governor of Michigan for 4 years.

Gunaca was finally returned to Wisconsin in 1958, after our hearings focused national attention on this intolerable situation, and convicted and sentenced to 3 years' imprisonment.

The far-reaching power of the UAW is distilled in the remark Gunaca made to his captor en route to the preliminary hearing: "Sarge, this will never do you any good. Mazey will never leave Soapy send me back to Wisconsin." [34]

Could it be that the exposure of this sordid affair before the committee and public opinion in the State of Michigan prompted the Governor to give up Gunaca for trial?

The right of Americans to be secure in their homes is a constitutional guarantee upon which our entire system is predicated. Those who violate such guarantees are subject to the penalties of the law. It certainly must be agreed that circumstances which result in a refuge of immunity from law and a bastion of private interest power is intolerable. Yet the masters of this corrupt power are subtly developing a technique which is by slow degrees gaining the aspect of quasi-legal status whereby a private interest can use force to gain its ends.

The Gosser hearing [35]

One of the most fantastic developments resulting from the select committee's investigation of improper labor and management activities is the unsupported claim of Walter Reuther, that this committee has found the UAW to be free of corruption, misappropriation of funds, bribery, extortion, collusion with the underworld and denial of the basic rights of its membership. Such a claim, to be accurate,

[32] See hearings, p. 10123.

[33] Art. IV, clause 2 of the U.S. Constitution reads as follows: Clause 2. A person charged in any State with Treason, Felony, or other Crime, who shall flee from Justice, and be found in another State, *shall on Demand* of the executive Authority of the State from which he fled, be delivered up, to be removed to the State having jurisdiction of the Crime. [Emphasis added.]

The courts have held that: The constitutionally required surrender is not to be interfered with by habeas corpus upon speculations as to what ought to be the result of a trial (*Drew* v. *Thaw*, 235 U.S. 432). Nor is it proper thereby to inquire into the motives controlling the actions of the governors of the demanding and surrending States (*Pettibone* v. *Nichols*, 203 U.S. 192, 216).

[34] See the Sheboygan Press, Dec. 19, 1958.

[35] See app. D.

would have necessitated a thorough and searching investigation of all of the facets of the UAW operation, with the same tenacity and staff as was utilized in the instance of the Teamsters, the Carpenters, the Hotel and Restaurant Workers, and other union investigations.

Such an investigation was not conducted. In fact, attempts to initiate and to develop such an investigation were successfully resisted and actually prevented by the Chief Counsel.[36]

We do not profess to have all the facts in our possession concerning corruption in the UAW. Nevertheless, with what we know about Richard T. Gosser, senior vice president of the UAW, we cannot tell the American people that this union deserves a "clean bill of health." We have seen sufficient evidence during the Gosser hearing of kickbacks, terrorism, collusion with gamblers, conflicts of interest, destruction of records, misappropriation of funds, falsification of records, and evasive tactics to convince us that a thorough investigation of the machinations of this individual and others would produce criminality on a scale comparable to that which has been previously exposed by this committee.

Two key UAW witnesses, when questioned on these matters, took the fifth amendment, leading us to believe even more strongly that a full-scale investigation of the affairs of this union should be conducted.

It is strangely significant to us that when Mr. Gosser appeared to become a potential target for our investigation that he suddenly was shorn of most of his authority by the other leaders of the UAW and relegated to an inactive status under the guise of illness.

We recognize that for sound legislative reasons it is desirable that any committee and especially a select committee, such as ours, should speak, whenever possible, with one voice when submitting its findings, conclusions, and recommendations. The record will show that we have followed this policy since the inception of this committee and have joined in good faith in the reports, regardless of the subject matter or personalities involved in the hearings, for our decisions to do so have been warranted by the evidence. However, in the reports in issue here which involve the UAW we detect a disparity of treatment not accorded others and a disinclination to follow the evidence wherever it leads, objections not heretofore encountered during the 3 years this committee has existed.

The authors of the report from which we dissent create the impression that this committee investigated the UAW for corruption with the same staff and zeal it has shown for other unions and employers in previous and later hearings (actually only a mere handful of our large investigative staff were ever permitted to work on any investigation of UAW improprieties), instead of acknowledging the fact that the committee limited its investigations here into the UAW's participation in the labor disputes; and on the sole basis of a cursory invited examination of a small part of the UAW's financial records by one member of the staff, the authors proceed from this fragmentary and entirely inadequate and incomplete investigation to issue a clean bill of health to Reuther, the UAW International, all of its officers,

[36] See app. p. 412.

and to its more than 1,200 locals and many joint councils.[37] We resent this obvious attempt to place the power and prestige of a committee of Congress at the disposal of Reuther so that he, having resisted all attempts to inquire into the books, records, and spending of enormous sums of dues by his union, can, as he has already, cite this committee report as evidence of his self-serving and oft-repeated hyperbole that the UAW is the model of what a "clean and democratic" union ought to be. We must say that if Walter Reuther desires a "clean bill of health," he must first submit the body of the UAW to the X-ray machine of public scrutiny. Such scrutiny in order to be adequate and penetrating would also have to investigate the so-called flower fund of the UAW and its use of dues moneys on a wide variety of political activities.

Under the very difficult circumstances which confronted the committee, by virtue of its chief counsel's understandable conflict of interest in pursuing certain aspects of the investigation with the same intensity and zeal devoted to other investigations—because of Walter Reuther's unique position in the national political picture—we feel the chairman did a commendable job in heading the committee and achieving the results obtained in the areas of investigation which were undertaken with full committee cooperation and with the cooperative efforts of the entire staff.

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[37] Counsel Kennedy indicated during the hearing that his staff, assisted by Accountant Carmine Bellino, had gone into "a number of different unions regarding the financial records that are kept by them," and that "we went into the UAW also, extensively." Further, "we found that a different procedure was followed by the UAW from that followed by these other unions that we have examined" (see hearings, p. 10242). Questioned, Mr. Bellino stated that in going over the books, he found no instances of false entries (see footnote 1) and in the case of organizational expenses, supporting documents had been required showing the plant where the expenses were incurred, detailing the nature of the expenses. There was also a weekly expense form entailing "a regular statement of expenses which is broken down by each day. It covers a period of 2 weeks and accounts for every expenditure, whether it is a car allowance or taxi, limousine, parking, telephone, telegraph, and to whom the telephone call was made. That would be listed. That is something we have never found in any other union" (see hearings, p. 10243). Mr. Bellino indicated that he had examined Mr. Reuther's records extending over a period from 1942 to 1957. No discrepancies were found. He concluded as follows:

"Mr. KENNEDY. Do you have any summary, Mr. Bellino, * * * just generally, what you found? * * * I mean generally on your review of the books and records of the international. What is your opinion, your view?

"Mr. BELLINO. Generally, I believe it was one of the reasons why we have never received any letters in all my experience, going back to the House Committee on Education and Labor, that involve any of these UAW-CIO locals, because of the excellent way that they keep their records and the auditing which is done in their organization."

Although the implication of this testimony is that there were no discrepancies to be found in all of the UAW books and records of the UAW including some 1,200 locals, it was discovered that only selected books and records had been scrutinized.

"Senator CURTIS. Mr. Bellino, Mr. Reuther stated on Thursday of this week, p. 4189, and I quote: 'I met on a number of occasions with Mr. Bellino. I think large numbers of the staff of our union, other officers have, and we turned over to him all of the records of the international union.' My question is, did you have any records turned over to you relating to these payments made by Mr. Rand?

"Mr. BELLINO. I don't quite follow you, Senator.

"Senator CURTIS. Mr. Rand testified that he paid about $10 a week into a fund of some kind—flower fund—he stated that it was regular as to time and I asked him if it amounted to about $500 a year and (he) said, 'Yes.'

"In the records turned over to you, did you have any records that would reveal to you Mr. Donald Rand's transaction or contribution or any similar ones?

"Mr. BELLINO. *Senator, the records which were turned over to me were only those that I specifically requested. I did not, when in Detroit, specifically request any flower funds in which Mr. Rand may have contributed. Therefore, I did not get any such records*" (hearings, p. 10213). [Emphasis supplied.]

In footnote 2 (supra) the details of a transaction are set forth which show that a $25,000 check was drawn on the general fund of the UAW ostensibly for the purchase of Canadian real estate. It was charged against the general account (hearings, p. 9043). In reality the proceeds were to be used to obtain a perjured statement which caused the false arrest of Carl Renda. Since expenditures for the purchase of real estate were required to be approved by the executive board and this one was not (hearings, p. 9044), an audit of the UAW general account would have disclosed this $25,000 discrepancy. Yet, apparently the books and records ordered selected by the chief counsel did not include the international union general account records of the UAW. We are perplexed that Mr. Bellino, a distinguished and very able auditor was not given sufficient instructions to enable him to examine books of the UAW that would have had a bearing on the relevancy of our contentions. It can only have been that such were his instructions from the chief counsel.

Responsibility

Knowledgeable individuals in American labor and management are aware of the pattern of violent acts which have accompanied the footsteps of UAW marchers from Walter Reuther's first sitdown strike in the 1930's to the present time.

We cannot deny our senses. We will not be dissuaded from stating the truth. It is a monstrous fiction to maintain that the leaders of the UAW have no personal responsibility for the outrages committed against decent American workers in the Kohler and Perfect Circle strikes. Those who perpetrated the outrages were their agents acting with their consent and tacit approval. One word from Reuther or his deputies would have put an end to violence and restored legal collective bargaining. The word never came.

Violence and intimidation are essential parts of the Reuther formula for power.—This committee has previously condemned violence and intimidation when used for the purpose of extorting or misappropriating union funds. It is equally, if not more insidious and potentially dangerous to our society, to allow these tactics to be used to (1) prevent employers from exercising their constitutional right to operate their plants, (2) deprive employees of their right to employment, or (3) increase the organizational strength and bargaining position of a union.

Furthermore, it is our opinion that the committee could have secured ample evidence to prove that the pattern of crime and violence as devised and developed by the UAW is being increasingly imitated by other unions who have not remained unaware of the success of Reuther or his apparent immunity from the law.[38]

We believe that the entire American labor movement and many of the freedoms of our people are jeopardized as these practices continue. Under our system no class, no organization, and certainly no man can be above the law—if our form of government is to be preserved.

Recommendations

We have stated before that for the good of our Nation, crime and violence associated with labor-management disputes must cease. We must in candor further state that in our opinion, the immunity which the strike violence enjoys is based upon political intimidation and influence.

Local, State, and Federal public officials are vilified if they attempt to enforce the law against such violence;[39] the UAW blatantly claims to control political votes; union money, both "voluntary" contributions from members and direct payments from the union treasury, is used to support favorable candidates and to advance their cause through so-called educational campaigns in newspapers, through union publications and on radio and TV; union personnel are used as paid workers at election time, etc. Shocking as these practices are, under the specific privileges and immunities guaranteed these

[38] In the recent United Packing House Workers of America strike against Wilson & Co., Emil Mazey went to Albert Lea, Minn., to assist in strike activities. Violence ensued (see footnotes 14 and 17).
[39] See app. 361–364.

unions by law [40] the situation promises to get worse in those areas where unions are improperly led.

An increasing number of knowledgeable persons now recognize that the problem now confronting the American public in the field of labor concerns primarily power. Edward H. Chamberlin, professor of political economy, Harvard University, states:

> There is certainly an anomaly in allowing a large union to concentrate resources drawn from its entire membership on the objective of ruining a single employer. The analogy with "local price cutting," whereby a large firm takes losses in one small area in order to eliminate a local competitor—a practice forbidden to industry by the antitrust laws—seems complete to me, and I think means should be found to protect individual businesses from this abuse of big-union power.
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> * * * the size of unions and the size of bargaining units in different areas of the economy—in short, the structure of labor organization—should be dictated by the public interest rather than by the desires of the laborers concerned. The application of this principle might involve diluting the strength of some unions which are powerful because they are small and strategically situated, by merging them with larger units. In other cases, it might involve the breaking up of

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[40] Unions are immune from the Federal income tax and similar taxes in a number of the States. Only employers pay the unemployment compensation tax, the railroad unemployment insurance tax, and the payments required under workmen's compensation laws by both Federal and State Governments. Unions are not subject to the Federal antitrust laws and have substantial immunity from the granting of injunctions against them by the Federal courts under the Norris-LaGuardia Act and in some States which have little Norris-LaGuardia Acts.

Among the additional privileges and immunities enjoyed by labor unions are the following:

1. They are not required to be incorporated under either State or Federal law. Corporations on the other hand owe their existence to State corporation law and their activities are limited to the provisions of their corporate charters which are required to be in conformity with State law.
2. Labor unions' immunity against the misconduct of their members who are engaged in union activity as for example, strikes and picketing. This kind of immunity is not possessed by other types of unincorporated associations.
3. Labor unions enjoy the right to bargain exclusively for all the employees in the unit, including those employees who are not members and even those who are strongly opposed to the union. This can mean, as it often does, that a union selected as the bargaining agent by as few as 25 percent of the employees in the unit becomes the bargaining spokesman for all the employees.
4. Labor unions are not subject to anything similar or equivalent to suits by minority corporate stockholders against their corporations.
5. Through collective bargaining contracts labor unions may require union membership as a condition of continued employment although employers are forbidden by law to require nonmembership in a union as a condition of employment.
6. Unions enjoy a right to strike without either the union or its members being penalized therefor. If the strike results from the employer's unfair labor practice, the strikers cannot be replaced. The employer does not have any equivalent right to engage in a lockout, except in two types of situations, both extremely rare and both of minor significance. All other types of lockout are illegal under the Taft-Hartley Act.
7. The prohibition imposed on unions by the Taft-Hartley Act against restraint and coercion of employees is limited to physical violence, direct economic coercion, or to threats of either of these two types of conduct. On the other hand, the prohibition imposed on employers under the Act is against interference as well as restraint and coercion, and goes far beyond the violence and direct economic coercion which is forbidden to unions.
8. When management discriminates against an employee in violation of the Taft-Hartley Act, the Board may issue not only a cease-and-desist order but may require the employer to reinstate such employee and to pay him back pay as well. These remedies are in substance sufficient to take care of most of the unfair labor practices committed by employers and to restore employees to the status they would have enjoyed if the unfair labor practice had not been committed. Unions, on the other hand, even though they may engage in illegal conduct which results in loss of pay for employees, are not required to compensate employees for such loss, except where the union itself was responsible for causing an employer to discriminate. Thus, an illegal mass picket line where picketing denies access to the plant to employees who wish to continue to work and which as a result causes such employees to lose pay is not the type of misconduct which the NLRB has required the offending union to remedy by compensating the employees for loss of such pay, but an employer must compensate for loss of pay suffered by locked-out employees.
9. Unions have the right under certain circumstances to examine an employer's books and records in the course of collective bargaining. The employer has no equivalent right.
10. Labor unions in many situations have a legal right of access to the employer's property, the right to compel the employer to make his property available for use by the union, and the right to invade the privacy of employees who are not union members and sometimes even against their wishes. Employers enjoy no equivalent or similar rights.

large units into smaller ones. The criterion should be not mere size but size in relation to industrial structure. The public interest should also prevail in the matter of collusive action between unions.[41]

The power which we feel has become basic to the types of excesses and improper activities exposed by our committee and covered by this report is the result of a few men exercising too much authority over too many union members in the trade union movement. When a few top labor officials, determined to perpetuate themselves in authority, have the power to call strikes without secret strike ballots; to establish administrative controls over locals showing a display of independent spirit or opposition; to assess fines, penalties, or other harrassing punishment against rank and file dues-paying members and nonunion workers who exercise their American and constitutional "right to dissent"; to use dues money paid by the members to support partisan political causes and candidates through a whole family of direct and indirect activities and publications; to order violence or to use union funds to protect those who practice it against nonstrikers and nonconformists in or out of the union movement; and to engage in numerous other manifestations of rulership from the top down rather than from the bottom up, we confront a situation in which the general public and individual business or industrial concerns constantly face situations likely to erupt into improper practices and attacks upon the public interest or the property or persons of those marked for retribution by leaders of labor far removed from the site of controversy.

We have every confidence in and respect for the individual trade union member of America. We are determined to help advance the best interests and future opportunities of the rank-and-file dues-paying members of our unions. We believe unions have an important function to perform in our modern industrial society. We believe they must retain the right to strike as part of the collective bargaining process. And just as we believe that unions have an important place in our American democracy, we also believe that democracy must have an important place in our American trade unions. The democratic rights of individual trade union members must be increasingly protected and promoted. As they attain greater stature we believe most of the evils and excesses exposed by our committee will be eliminated by corrective measures instigated by trade union members themselves.

We do not believe that the problem which faces us in the area of improper labor and management activities can be solved unless these legislative measures are enacted. We therefore recommend—

(1) That a special committee be established to review the entire labor law structure with the objective of making recommendations for protection of the public interest.

(2) Effective Federal legislation, to outlaw the expenditure of union funds, manpower, and facilities for political purposes.

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[41] "The Public Stake in Union Power," University of Virginia Press, 1959.

APPENDIX A

APPENDIXES

APPENDIX B. THE KOHLER STRIKE

The Kohler Co. of Sheboygan, Wis., is the second largest manufacturer of plumbing ware in the United States. According to the UAW accounts, it also ranks No. 1 with regard to its reactionary and feudalistic concept of employer-employee relations because, the UAW claims, the company has never had the benefits of the type of enlightenment which the UAW has brought to employers in the big union towns like Toledo, Ohio, and Detroit, Mich. Nonetheless, the record shows that since 1917 Kohler has had group life insurance and group health and accident insurance for its employees, and since 1909 it has had in effect a voluntary workmen's compensation plan at its own cost. Pensions for all past service were fully paid for by the company; future pensions are on a contributory basis similar to social security except that the company pays two-thirds of the cost. No union represented Kohler's employees prior to 1933 and therefore the company insists that it, not the UAW, is due the credit for initiating most of these reforms.

I. THE REAL ISSUES IN THE STRIKE

In 1951 the UAW–CIO conducted an organizing campaign which resulted in an election which the union won, and thereafter, in early 1954, went on strike. At the time, Kohler had a total of 3,344 employees, of whom little more than one-third (1,254) participated in the strike vote which carried 1,105 to 104 (pp. 8340, 9567–9568). Thus, while a large majority of those voting approved the strike, they represented only about one-third of all the Kohler employees. This fact should be kept firmly in mind when considering the UAW claims that they spoke for the "will of the majority" and their attitudes toward the nonstrikers, who were held up by the UAW to public ridicule and scorn because they preferred to work and earn bread for their families.

In a free society such as ours every worker has a right to join a union or not to join a union; to strike in support of the demands which he and his union think are due them from the employer or to refrain from joining the strike and to work instead, if his employer will hire him. On the other hand, the struck employer has an equal right to remain open during the strike and to employ nonstrikers and other workers who are not dissuaded by the picket line. It is the interplay of these competing economic interests which determines a just wage in a free society. If history teaches anything it is that this arbitrary power to fix wages must not belong exclusively to any man—not to the employer, not to the union, and most certainly not to the Government. If one party resorts to violence to deny the equal right of another during a strike, the result can only destroy one or all of these basic rights: the right to strike, the right to work, or the right to carry on a lawful business.

There is no doubt in the record that, despite the UAW's denials, the issues in the Kohler strike were not primarily economic but were, instead, that the company refused to surrender to the UAW's demands that (1) the plant be closed during the strike and (2) sign a union shop, which is, simply stated, nothing but compulsory unionism, another form of organizing, from the top, employees who do not wish to join. Thus, Kohler's Lyman Conger, who had represented the company in negotiations with the union, stated that in his judgment—

"The issue that caused the strike—and the union will contest this, but this is my opinion and the opinion of my associates—the biggest issue was union security, the union shop.

"The union was very insistent on having the union shop, because they had gotten in by about a 2.6-percent majority, and in our estimation hadn't made the gains in membership that they thought they were going to make, and they were anxious to have some way of forcing people into that union.

"In my opinion, we could have settled all of the difficulties quite readily had we been willing to concede a union shop" (p. 9532).

This pattern of UAW insistence that the employer close the plant during a strike and agree to a union shop, followed by violence if the employer refuses to surrender on these basic issues of law and morality, was repeated in the UAW's strike against the Perfect Circle Co., discussed infra in this report. According to President Prosser of the Perfect Circle Co., who testified before the committee, the basic demand of the UAW was the union shop. He stated:

"We do not believe that any of our employees should be forced to join the union as a condition of work in our plants. We recognized that we would minimize trouble and violence by closing our plants for the duration of the strike. But we believed that the strike would not be widely supported by our employees, and thought those who wished to work had a right to work during the strike" (p. 10260).

Now, if Conger and Prosser are correct in their judgments, and all the evidence demonstrates to any rational mind that they were, then the philosophy of Reuther and his union does not differ in many fundamental aspects from that of other labor leaders and other unions exposed by the committee. The labor bosses, including Reuther, who have paraded their arrogance and power-corrupted philosophies before the committee, take the totalitarian view that the rights of rank-and-file employees to decide their own destinies are inferior to the decrees of the union bosses who regard nonmembers and nonstrikers as so many chattels and serfs; and that the end of compulsory unionism more than justifies the means of violence against those who do not conform. Kohler and Perfect Circle are therefore to be commended, not condemned, for refusing to bargain away the birthrights of free-born American workers in exchange for industrial peace; and Reuther and his fellow union bosses are more deserving of the epithets of "reactionary, vicious, and antisocial" so often hurled by them at the Kohler people.

II. UAW RESPONSIBILITY FOR THE STRIKE VIOLENCE

On the issues thus joined, the UAW struck with unexampled fury by ringing the Kohler plant entrances with a line of mass pickets, estimated by some witnesses to number as many as 2,500 strikers and

"outsiders"—including UAW officials. This mass picket line was intended to, and did in fact, close down the plant against the wishes of Kohler lawfully to remain open and many of the employees lawfully to continue on their jobs, because, as the chief counsel observed, "the pickets were walking so closely together or with their arms through one another's that it was impossible to get into the plant" (p. 8351). While the mass pickets walked in lockstep before the exits, no one, not even with the assistance of the local police, was allowed to penetrate this human barricade, except for a selected few to whom the UAW arrogantly issued very limited licenses to enter for such restricted purposes as deactivating machinery. Now and here, in the face of these undisputed facts, is the time and place to assess and reject Reuther's false claim that this sordid mess was caused by Kohler's "unlawful refusal to bargain in good faith" and attempts to "break the strike." The chief counsel did so when he bluntly told another UAW official:

"You spent 30 minutes telling the committee about what a terrible thing the company was doing in all this. If the company did not want to sign with the union or felt that the demands of the union were too great, they had a right to take that position.

"Ultimately, when the strike came along, the first illegal act was done by the union, and that remained for 57 days until the court intervened * * *. It was done by the international officers of which you were one, and which there were at least a dozen others out there" (p. 8549).

In addition to trampling upon the basic rights of the nonstriking employees to earn bread for their families by continuing to work rather than to sup at the UAW's soup kitchens, the union further punished them with a campaign of physical assaults, intimidation, vilification, and vandalism against their homes and other property which so poisoned the minds and atmosphere of this once peaceful community that, to this day in Sheboygan, friend is set against friend, neighbor against neighbor, brother against brother, and father against son, even to the point that "a man doesn't talk to his own family except at a funeral (p. 10051). And, in the "clayboat incident," as the union insisted on calling it, the UAW encouraged a large number of people to gather at the Sheboygan docks where a cargo of clay bound for the struck Kohler plant was tied up for unloading and there incited the crowd to ugly mob action against the persons and property of neutrals, the public, and against the peace and dignity of the laws of the State of Wisconsin.

One of the interesting developments of the committee hearings was the attempt by the UAW leaders to disclaim responsibility for the Kohler strike and to shift the blame for this bitter labor dispute to the rank and file membership in the local community. For instance, Emil Mazey, secretary-treasurer of the UAW International, said that:

"* * * An impression has been left or tried to be created here, that the Kohler strike was the result of activities of outside influence, of people from the city of Detroit. I want to state right from the very beginning that the Kohler strike was of the Kohler workers, by the Kohler workers, and for the benefit of the Kohler workers.

"The people that appeared in Sheboygan, Wis., including myself—I appeared there on numerous occasions—were there to assist the

Kohler workers in negotiations, to assist them in the strike-assistance program, and assist them in conducting an orderly and peaceful strike" (p. 8910).

All other UAW agents also disclaimed any responsibility, and further stated that the UAW neither encourages violence nor condones it. As we cover the record, let us keep these words in mind.

The record will show that at least 17 men representing—officially or unofficially—the UAW International activity participated in the strike against the Kohler Co. They were identified as follows:

(1) Guy Barber, Chrysler local 7, Detroit, Mich.; (2) Joseph Burns, "head of the community services and strike assistance program for the Kohler workers," Detroit, Mich.; (3) Robert Burkhart, UAS international representative, Buena Park, Calif.; (4) Clayton Carpenter, international representative, UAW region 10, Milwaukee, Wis.; (5) James Fiore, Briggs local 212, Detroit, Mich.; (6) Jesse Ferrazza, administrative assistant to Emil Mazey, Detroit, Mich.; (7) John Gunaca, Briggs local 212, Detroit, Mich.; (8) Harvey Kitzman, regional director, UAW region 10, Racine, Wis.; (9) Boyce Land, Briggs local 212, Detroit, Mich.; (10) Raymond Majerus, international representative, UAW region 10, Racine, Wis.; (11) Emil Mazey, secretary-treasurer, UAW International, Detroit, Mich.; (12) Danny Prested, UAW Milwaukee office; (13) Donald Rand, administrative assistant to Emil Mazey, Detroit, Mich.; (14) Frank Stallons, local 72, Kenosha, Wis.; (15) Frank Sahorske, assistant to Harvey Kitzman, Racine, Wis.; 16) William Vinson, Briggs local 212, Detroit, Mich.; (17) Frank Wallich, UAW publicity department, Milwaukee, Wis. (pp. 8334–8337, 8585–8586).

The testimony of Robert Burkhart leaves no doubt that these men were acting for and at the direction of the UAW International:

"Mr. KENNEDY. Who coordinated all of this for the international to make sure that the people came from the Briggs local, from the international, from Kenosha, and from Milwaukee? Who was responsible for that?

"Mr. BURKHART. I don't know with certainty. It came from the Detroit office.

"Mr. KENNEDY. Who would you report to, for instance? * * *

"Mr. BURKHART. Well, I reported to people who were my superiors.

"Mr. KENNEDY. Who was that?

"Mr. BURKHART. That would be Mr. Ferrazza, Mr. Kitzman, and Mr. Mazey.

"Mr. KENNEDY. Who were they reporting to in Detroit; and who was coordinating all of these activities at the Kohler plant?

"Mr. BURKHART. Well, the secretary-treasurer's office, to the best of my knowledge, was handling the affairs which affected the international. * * *

"Mr. KENNEDY. Who decided that they would be sent up there? There must have been some need for it and it has to be cleared through someone, and was that the secretary-treasurer?

"Mr. BURKHART. I believe it was the secretary-treasurer's office in conjunction with the regional office in Milwaukee.

"Senator MUNDT. Who, specifically, asked you to go there to Wisconsin?

"Mr. BURKHART. The international secretary-treasurer's office, and I say there were three officers in the meeting at the time, and I was asked if I would accept the assignment up there.

"Senator MUNDT. This was quite a crew from Detroit, some 15 or 20 names. And who was the boss man of this outside crew making the decisions of coordination and activity on the spot?

"Mr. BURKHART. Well, the word was that I was in general charge of this situation. However, I was outranked up there on most of the occasions. I was in general charge of the situation" (pp. 8624–8625).

When asked by Senator Curtis what his duties were in connection with the strike, Mr. Burkhart explained that:

"I met every morning with the local union executive board and we discussed various situations which came up during the course of the strike. I also had the job of going around the community and meeting with various people in different segments of the community life, and businessmen, the ministers and shopkeepers, and so on, and I attempted to tell them how we felt about these things, and to build community support for the strikers" (p. 8629).

Further evidence of active participation by international representatives was supplied by Donald Rand, administrative assistant to the UAW secretary-treasurer. He said:

"I was in charge of the strike. I went in there in 1956—I think it was—and at the time we had 1,550 people still on the assistance rolls, and I had many problems—among them was the boycott.

"I wouldn't want to leave the impression here with you, Senator, that being in charge of a strike for the UAW with this kind of a situation was an easy job. There are many problems dealing with the individual strikers—of which we could take days to relate here—as a result of this strike who had many hardships, and among the problems that I had was the conduct of the boycott and the various phases; and it was a very small part of the overall direction that I gave to local 833.

"My main function there was that I was in direct charge of the strike, and the related problems to the strike, and there were many" (p. 9869).

As far as financial support of the strike is concerned, there can be no questions as to the part played by the international in view of the following testimony by Allen Grasskamp, president of UAW Local 833 at Kohler:

Senator CURTIS. What were these arrangements for financial support and promises of financial support that were furnished by your international officers?

"Mr. GRASSKAMP. Well, the policy of the international union at that time was that strike assistance was based on need, and there is no definite plan. It depended on the need of the striker.

"Senator CURTIS. How much money was made available to support the strike?

"Mr. GRASSKAMP. They never limited to any amount. * * *

"Senator CURTIS. How much money was spent?

"Mr. GRASSKAMP. Well, I do not have the entire access to the financial records, but to my knowledge *it was around $10 million to this date.* * * * [Emphasis supplied.]

"Senator CURTIS. Who furnished that?

"Mr. GRASSKAMP. It came out of the international union's strike fund.

"Senator CURTIS. And from what city would that come?

"Mr. GRASSKAMP. That would come from Detroit, Mich. * * *" (p. 8342).

The responsibility of the UAW leadership for carrying on the strike in all its aspects is clearly established by the record. Their active participation and financial support is shown beyond any reasonable doubt. No disinterested person could come to any other conclusion.

III. DENIAL OF RIGHTS OF BOTH EMPLOYER AND EMPLOYEE

Section 7 of the Labor-Management Act of 1947, more popularly known as Taft-Hartley, guarantees the right of an employee to join a union of his own choosing to bargain collectively, and to engage in other protected concerted activity in support of the union's bargaining demands; however, it equally guarantees his right to refrain from such activities, subject only to the proviso to section 8(a)(3) of the act (not here relevant); and he alone, not the union or the employer, is the judge of his own best economic self-interest. Moreover, it is an unfair labor practice for either an employer [1] or union [2] to restrain or interfere with the employee's free exercise of these rights.

Thus, it is the law of the land that in a strike situation the employee has a right to strike—i.e., to quit his employment—or to continue his employment—i.e., the right to work. This law is the hallmark of Western civilization; indeed, no other is consistent with either law or morality in a free society. For, as the Circuit Court of Appeals for the Ninth Circuit recently said in reaffirming this ancient truth: [3]

"The right to enjoy the blessings of life, liberty, and the pursuit of happiness is founded on the right to work. Deprived of this right, man becomes a groveling animal."

Just as the union can strike in support of its demands, the employer and the nonstriker can work during the strike, so too does the struck employer have a right to remain open. However, of these three basic rights in a free society only the former is qualified. As the Supreme Court has held: [4] "Neither the common law nor the 14th amendment confers the absolute right to strike * * * (which) because of its more serious impact upon the public interest is more vulnerable to regulation than the right to organize and select representatives for lawful purposes of collective bargaining which this court has characterized as a 'fundamental right' * * * recognized as such in its decisions long before it was given protection by the National Labor Relations Act."

Wisconsin law regarding the rights of employees and employers is also very clear on this matter. That law, in part, provides:

"It shall be an unfair labor practice for an employee individually or in concert with others:

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[1] Sec. 8(a)(1) LMRA 1947, as amended.
[2] Sec. 8(b)(1) LMRA 1947, as amended.
[3] *NLRB* v. *Woodworkers of America (Ralph Smith Lumber Co.)*, 264 F. 2d 649 (C.A. 9).
[4] *Automobile Workers* v. *WERB*, 336 U.S. 245, 259.

"(f) To hinder or prevent, by mass picketing, threats, intimidation, force or coercion of any kind the pursuit of any lawful work or employment, or to obstruct or interfere with entrance to or egress from any place of employment, or to obstruct or interfere with free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel or conveyance.

* * * * * * *

"(h) To take unauthorized possession of property of the employer *or to engage in any concerted effort to interfere with production except by leaving the premises in an orderly manner for the purpose of going on strike.*[5] [Emphasis supplied.]

Thus, the so-called mass picketing which prevents workers who so desire from entering or leaving a place of employment or prevents an employer from conducting his business is illegal under law of Wisconsin and unprotected by the Federal Act.

The disrespect which the UAW has for these laws is demonstrated by testimony of Harvey Kitzman, director of UAW region 10 and a member of the UAW international executive board:

"Mr. KENNEDY. * * * the first illegal act that was taken by the union on April 5, and no matter what you thought they (the Kohler Co.) were going to do, the first illegal act was the starting of the mass picketing on April 5, 1954, isn't that correct?

"Mr. KITZMAN. It was not an illegal act. Here were a group of people. I have said there was mass picketing, and here was a group of people that came out April 5 to protect themselves.

"Mr. KENNEDY. That is fine, they were going to protect their jobs, and the company was inside. You say that they were taking steps in order to get ready for what you term a war, but the fact is that the first illegal act, the keeping of employees out of the plant, was taken by the union.

"Mr. KITZMAN. Well, any union that has a picket line certainly does not expect workers to go in * * *.

"Mr. KENNEDY. There are an awful lot of picket lines going on throughout the United States that are not having some 2,000 people out there to keep the employees out of work. There are picket lines that are going on in the United States at the present time, in which that is not being done.

"What you were doing, the starting of the illegal action, in this whole strike was started by your union. It was by keeping the employees who wanted to go to work, keeping them out of the plant. * * *

"Mr. KITZMAN. First let me say to you, that I have said this was mass picketing, and I have tried to tell you the reasons why, and as soon as the NLRB issued an injunction, and an order, to disband that mass picketing, that was done.

"Mr. KENNEDY. That is 57 days later, and not until a court intervened.

"Mr. KITZMAN. Up until that point, those strikers were out there, many, many of them were out there to prove that what was being said by the company on the radio, that the strikers were not favoring the strike, was not true, and therefore, they showed up on the picket line.

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[5] 111.06–252, 253, West's Wisconsin Statutes, Annotated; see also, *Automobile Workers v. WERB*, 336 U.S. 245, 259.

"Mr. KENNEDY. You spent 30 minutes telling the committee about what a terrible thing the company was doing in all of this. If the company did not want to sign with the union or felt that the demands of the union were too great, they had a right to take that position.

"Ultimately, when the strike came along, the first illegal act was done by the union, and that remained for 57 days until the court intervened.

"Mr. KITZMAN. Until the WERB order came along, the union did not consider this an illegal picket line.

"Mr. KENNEDY. It was done by the international officers of which you were one, and of which there were at least a dozen others out there.

"Mr. KITZMAN. And condoned by the Kohler Co.

"Mr. KENNEDY. The mass picketing was condoned?

"Mr. KITZMAN. Because they could have gone to the WERB long before the 57 days were up, but they did not have the record built any sooner than that.

"Mr. KENNEDY. Maybe they needed the record built in court in order to get the mass picketing removed. But there were international organizers there, and international officers of the UAW were present, and this mass picketing went on for 57 days until the court intervened.

"You can't get away from those facts" (pp. 8548–8549).

When asked by Senator Goldwater if he knew the Wisconsin law prohibited "picketing that prevents a man from going to work if he desires to go to work," Kitzman replied:

"Yes; I believe that is in the law."

"Senator GOLDWATER. Did you know that before the strike commenced?

"Mr. KITZMAN. Yes.

"Senator GOLDWATER. Well, did you have a feeling that you were violating the law when you set up mass picketing?

"Mr. KITZMAN. I did not. * * *

"The CHAIRMAN. Could not you have had your mass demonstration at a location where it would not have violated the law and still made the same demonstration, where you would not have, by mass force, preventing ingress and egress into the plant?

"Mr. KITZMAN. No, no, Mr. Chairman. If you would have done that, you would have had to be out on the highways or miles away from there, which wouldn't have had any effect at all.

"The CHAIRMAN. Well, of course, we (may) just as well be factual about it. We all know the purpose of holding it at those gates and running crowds from one gate to another was not to demonstrate that the majority of the Kohler workers wanted to strike, but it was to keep out of the plant workers who wanted to work. That is the truth about it; isn't it?

"(The witness conferred with his counsel.)

"Mr. KITZMAN. Yes, absolutely, yes" (p. 8556).

Not only does the record establish the responsibility of the UAW international in the unlawful mass picketing, but in his testimony before the committee Emil Mazey, UAW secretary-treasurer, admits to knowing that the picketing intentionally obstructed entrance, concedes that he did nothing to discourage the illegal conduct, and even

defiantly asserts at the end that he felt the pickets had a right to keep the nonstrikers out by violent and unlawful obstruction, the law of the land to the contrary notwithstanding.

"Mr. KENNEDY. Just answer my question, Mr. Mazey. Did you know, during the period of the strike, that they (the mass pickets) were keeping the nonstrikers out of the plant?

"Mr. MAZEY. Yes; I knew they weren't going in, and so they must have kept them out.

"Mr. KENNEDY. Didn't you know, as a matter of fact, that they were keeping the nonstrikers out of the plant?

"Mr. MAZEY. Well, I think if you would come right down to it, they probably were.

"Mr. KENNEDY. You knew it at the time?

"Mr. MAZEY. Yes, sir.

"Mr. KENNEDY. Did you, as a representative of the international, the person second in charge of the International UAW, take any steps to prevent this illegal, or at least improper, action of keeping the employees who wanted to go to work from their jobs? Did you take any steps to insure that the picket lines were open for those who wanted to go to work?

"Mr. MAZEY. I did not. * * *

"Mr. KENNEDY. Now, is it the policy of the international to condone this kind of at least improper action of keeping people from their jobs when they want to go to work?

"Mr. MAZEY. It was my opinion that every worker out there had a right to protect his job.

"Mr. KENNEDY. And do you feel that they have a right to protect their job by physically stopping those who want to go to their jobs?

"Mr. MAZEY. Well, there was court action.

"Mr. KENNEDY. Just answer the question. Do you feel that that is proper?

"Mr. MAZEY. I do" (pp. 9057–9058).

The international representatives of the UAW, very much in evidence on the scene of this strike thus took no decisive or concentrated action to prevent this flagrant violation of the law, but on the contrary, consistently sought to justify it. It can only be concluded that violation of the law is sanctioned by the union bosses, if, as here, it serves their purposes.

IV. UAW'S USE OF RIOTS AND BOYCOTTS

The celebrated "clay boat incident" deserves the special attention of this committee. For in it we see all of the weapons in the UAW arsenal which were brought with such crushing force not only against the Kohler Co. but against neutral small businessmen and the public as well. These weapons ranged from UAW-inspired mass picketing and its natural byproduct, the riot, two boycotts, and the corruption of local law enforcement officers sworn to uphold and administer impartially the laws of the State of Wisconsin.

The use and nature of mass picketing and violence as union-approved methods of coercion have been previously documented and catalogued in this report. However, here we encounter for the first time the equally unlawful and indefensible secondary boycott and the

consumer boycott which, though reprehensible, were permissible under laws existing at the time of the strike.

The Taft-Hartley's prohibitions against the secondary boycotts are here in issue contained in section 8(b)(4)(A) which make it unlawful for a labor organization to induce or encourage employees of another employer to engage in a "strike" or a "concerted refusal in the course of their employment" to handle products, for the purpose of forcing that neutral to stop doing business with the employer having a dispute with the labor organization. In short, this section makes it an unfair labor practice for a union, having a labor dispute with A, to induce B's employees to cease handling A's goods, so that, in turn, B will be forced to cease doing business with A. Another type of consumer boycott, on the other hand, involves direct union appeal to the secondary or neutral employer not to handle A's goods and therefore the vice of inducing secondary employees is avoided. This type of consumer boycott has been outlawed by a new section, 8(b)(4)(B), added in the recently enacted Landrum-Griffin law.[6]

Both types of boycott have the common objective of involving neutral in controversies not their own and demands not in their power to grant.

The "clay boat incident" was a case in which violence and boycott teamed up. The Kohler Co. buys ceramic clays from England by the shipload. A local contractor, Buteyn Excavating, unloads the clay and trucks it to Kohler. On July 5, 1955, the ship *Fossum* lay alongside in Sheboygan awaiting unloading. Several days before the clay boat docked, UAW radio broadcasts were urging their people to go down to meet the ship.

Thus, on July 1, 1955, Robert Treuer, an international representative working in the public relations department, made the following statement on station WHBL:

"Also in the news, a clay boat loaded with clay for the Kohler Co. is expected to dock in Sheboygan Harbor some time Saturday or Sunday. It is expected, of course, that a number of people will be on hand to meet and greet the clay boat when it arrives. Information is that the sailors aboard the ship have been contacted by CIO brothers before the ship even approached Sheboygan, and have been told the full story of the Kohler strike.

* * * * * * *

"* * * and certainly there will be many people on hand to watch the sight of the boat maneuvering into dock and pulling in and perhaps unloading before even the holidays are out" (p. 9157).

Early on the morning of July 5, the Buteyn brothers arrived at the docks with their equipment, ready and willing to unload the clay boat. Mr. Cornelius Buteyn testified that as he approached the docks with his equipment, an international representative of the

[6] At the time of adoption, however, it was stated that the new provision shall not "be construed to prohibit publicity, other than picketing, for he purpose of truthfully advising the public, including consumers and members of a labor organization, that a product or products are produced by an employer with whom the labor organization has a primary dispute and are distributed by another employer, as long as such publicity does not have an effect of inducing any individual employed by any person other than the primary employer in the course of his employment to refuse to pick up, deliver, or transport any goods, or not to perform any services, at the establishment of the employer engaged in such distribution."

UAW, Donald Rand, asked him not to unload the boat. Chief Counsel Kennedy asked:

"And Mr. Rand came up to you with these other two gentlemen (Majerus and Kalupa) and you had a conversation?

"Mr. CORNELIUS BUTEYN. And they asked me why we would not cooperate * * *. He then told me 'Well, if you don't cooperate, we will pull out all the stops to prevent the loading and unloading of the clay.' * * *

"The CHAIRMAN. What impressions did you get from it?

"Mr. CORNELIUS BUTEYN. Well, the impression I got was probably by having mass picketing and enough people to make it very difficult to move heavy equipment or trucks through the lines" (pp. 9181–9182).

Peter Buteyn, Cornelius' brother, testified as to his experience at the dock:

"Mr. KENNEDY. Did you have any conversations with him (Rand) following the conversation that Mr. Rand had with your brother?

"Mr. PETER BUTEYN. Yes, well, I was the second one, Mr. Kennedy, to arrive at the dock that morning, and I noticed that there were two people talking to my brother. It appeared to me as though they were arguing. I immediately walked over there and asked what the trouble was. Well, we walked away from the truck that my brother was driving, and he, again, asked me what the reason was for not cooperating with the union, and they certainly would appreciate it if we would cooperate, that certainly this strike couldn't be settled with people like us around.

"So in the process of this discussion there was a lot of profanity used. At that time I did not know Mr. Rand or any of the union representatives. So, first of all, I asked them to stop for a moment, and I asked them to refrain from using profanity, which I objected to. Secondly, I wished that he would identify himself, because I was unaware of who he was and who he represented. At that time, he told me his name and who he represented. He asked me again if we wouldn't——

"The CHAIRMAN. Who was it?

"Mr. KENNEDY. Mr. Rand, and he said he represented the UAW?

"Mr. PETER BUTEYN. Right. * * *

"Mr. KENNEDY. Go ahead.

"Mr. PETER BUTEYN. During the discussion, then, again, he asked me why we wouldn't cooperate, and in a few weeks this strike would be settled and everybody could go back to work, and it certainly would be beneficial to me.

"Well, I said that was a matter of opinion. I felt I had obligations to meet, and also had obligations to other people who had treated me fairly over a period of 20 years.

"He said, 'if you have obligations to meet, that should not be no problem, because if you will cooperate we certainly could arrange for any payments at the bank that have to be made, if that is necessary.'

"Well, I said, 'That would not be necessary at all.' I hadn't reference to that alone. In the word 'obligations,' I had reference to the Kohler Co. also * * *" (pp. 9182–9183).

Rand was asked:

"Mr. KENNEDY. What did you feel that you could do for him, and what did you have in mind when you said you would help him out with his problem? Were you going to loan him money? Were you preparing to loan him money?

"Mr. RAND. Myself, you mean?

"Mr. KENNEDY. Yes.

"Mr. RAND. No; I haven't money.

"Mr. KENNEDY. Did you assume the union would put up money for him?

"Mr. RAND. I have no right to assume that.

"Mr. KENNEDY. What did you have in mind when you said you were going to help him out with his financial obligations?

"Mr. RAND. Frankly, I had no specific point of view at that time * * *" (p. 9227).

Although Rand did not know what he "could have possibly done to help" Buteyn, he declared to the committee that he was "sincere" in his offer.

Meanwhile, several Kohler officials, including Edmund Biever, the plant manager, arrived at the dock. Biever testified that it had been his job since 1949 to supervise the unloading of the clay boats. He stated that the company had no trouble getting in or out of the dock area in 1954, except during the period of the mass picketing when the clay was stored on a platform on the dock. When asked by Senator Mundt, "What were conditions like when you arrived there that morning?" Biever declared:

"When we got to the dock area we noticed that some of Buteyn's equipment was in the middle of Pennsylvania Avenue, on a public street, and that there was a picket line in front of the main gate.

"That picket line had about 15 people in it, but in front of that picket line were Don Rand and Ray Majerus, both international representatives, and they were running the show.

"Senator MUNDT. Were they down there before you got there or did they arrive after you had gotten there?

"Mr. BIEVER. No, sir. They were there when we arrived. In fact, they would not permit us to get in to the dock, so we drove up to the Hildebrant Lumber Co., who owned the property, and procured a key for a secondary gate which is south of the main gate and adjacent to the Coast Guard station.

"We got in—it is a very narrow gate, just wide enough for a motorcar—we drove in, and Tom Shields, the construction man, who had the keys then for that gate and the main gate, turned the keys over to one of the Buteyns * * *.

"Senator MUNDT. Did you have any trouble getting through the picket line? * * *

"Mr. BIEVER. Yes, sir. We couldn't get through the picket line that first trip. We drove in to the dock. I conferred with the ship's officers, inspected some of the cargo, and proceeded to leave.

"But we had given the key up for the east gate, so we had to drive through the main gate. After two of the policemen opened the lines, we drove through and came back to Kohler.

"Senator MUNDT. Did Donald Rand say anything to you down at the picket line?

"Mr. BIEVER. Don Rand said, 'You won't get'—that was when we first approached the picket line, he said, 'You won't get through here.'

"Senator MUNDT. You didn't get through there. You had to go through some other gate?

"Mr. BIEVER. That is right.

"Senator MUNDT. Did you see either of the Buteyn brothers?

"Mr. BIEVER. Yes, sir. I saw Cornelius the first trip in, and he stated, as I remember it, that he thought we were going to have some trouble" (pp. 9472–9473).

On his second trip to the dock, Biever testified that there were "35 to 50" in "a close, tight picket line." At that time the Buteyns asked to be relieved of their contract for unloading the clay. They agreed, however, to lease their truck and trailer to the Kohler people. As soon as the company tried to move the equipment into the dock area, though, the picket line closed in and all movement was impossible.

The crowd had centered its attention on the large tractor-trailer and crane. Police Capt. Steen Heimke described his efforts to disperse the crowd as follows:

"I suggested that we get a loudspeaker down there, and appeal to the crowd. When we did get the loudspeaker down there, I had an opportunity to see several individuals who I thought could disperse the crowd, and one was Allan Grasskamp. I went to talk to him and told him, and I said, 'I am going to get a loudspeaker down here. Would you appeal to the crowd to go home, so that we can clear up this situation before somebody gets hurt?'

"And he said, 'I have nothing to do with this crowd and I don't know who they are, and I have nothing to say. I don't know who they are, and I am not responsible for these people.'

"I said, 'Well, I know who they are.' I said, 'Everybody that I have talked to and seen in the area has a Kohler button on. They are identified as UAW–CIO 833.'

"Mr. KENNEDY. Everybody down there was a Kohler striker?

"Mr. HEIMKE. There were quite a few buttons that were visible. * * *

"Mr. KENNEDY. Did you suggest anything else other than getting or trying to get the crane out of there?

"Mr. HEIMKE. While we were still waiting for the loudspeaker truck to move into the area, I saw Don Rand, and I asked him to appeal to the crowd because I thought that most of them were strikers from the Kohler Co., from facial recognition. He refused to assist me in any way in talking over the PA system. * * *

"Senator CURTIS. You specificially asked both of them?

"Mr. HEIMKE. I did. * * *

"Mr. KENNEDY. So the crowd was not dispersed?

"Mr. HEIMKE. No; in fact, the crowd kept getting bigger" (pp. 9314–9315).

After Mayor Ploetz of Sheboygan exhorted the Buteyns to move the equipment, Peter Buteyn volunteered to do so, on the basis that he received police protection. Herewith he describes his efforts:

"Mr. KENNEDY. So you went down to try to remove it?

"Mr. PETER BUTEYN. Yes. I arranged to call a tireshop to pick up 10 or 12 of our spare tires, which was necessary to replace because with flats on, with 27 tons, I was unable to move it.

"Mr. KENNEDY. In the meantime, you had been informed that the tires of the crane had been punctured and flattened?

"Mr. PETER BUTEYN. Right.

"Mr. KENNEDY. And that the gasoline tank had been punctured also?

"Mr. PETER BUTEYN. Right.

"Mr. KENNEDY. And that the gasoline tank has been cut?

"Mr. PETER BUTEYN. Right.

"Mr. KENNEDY. Was there any other equipment damage that you know of at that time?

"Mr. PETER BUTEYN. An inch rod pushed through the radiator, distributor wires pulled off, lights pulled off, windows shattered.

"Senator MUNDT. Did they cut the airhose on the truck which controls the braking mechanism?

"Mr. PETER BUTEYN. Yes. All the airhoses were cut. * * *

"Mr. KENNEDY. But, as you were trying to change the tires to put the new tires on, they were flattened, too; is that right?

"Mr. PETER BUTEYN. It happened three or four times over, Mr. Kennedy.

"Mr. KENNEDY. Did Mr. Heimke, of the police department, give you some protection?

"Mr. PETER BUTEYN. Yes. He put two policemen right with me at all times, because we were receiving threats at all times.

"Mr. KENNEDY. Were you able to change the tires then?

"Mr. PETER BUTEYN. We were able to change them a little faster than what they were being made flat again" (pp. 9188–9190).

Finally, after an epic struggle and the cooperation of the county highway department which got permission "from the union hall," the equipment was removed (p. 9190).

Peter's brother, Cornelius Buteyn, was also having trouble removing two small tractors from the dock area:

"* * * I stepped out of the cab of the truck to lay the blocks down so that I could put the tractors on to the lowboy. * * * When I got up to the lowboy, these blocks were kicked out of the way. That meant I had to get on and off of that tractor three or four times to place those blocks. Finally I got a shot at the lowboy with the tractor, because the blocks stayed there good enough so that I could attempt to load it.

"Mayor Ploetz got up on the low bed of that trailer and said 'Take that thing back in the dock area where you got it from, you are inciting a riot.'

"After giving permission to my brother in the later afternoon to go down and get them out of there—

"* * * I then returned and took the tractor back in the area. That meant I had to walk back through the mob again on the street. Then I happened to get close to Mr. Donald Rand again and I appealed to him, I said, 'Hey, what is the deal here? This morning you asked us to cooperate, and now this for just trying to get the equipment out of here.'

"I refuse to repeat in the presence of this committee and ladies and gentlemen in this building here what he told me at that particular time" (p. 9192).

The Buteyns estimated the damage to their equipment at between $6,000 and $7,000 (p. 9194).

Besides the Buteyn brothers, other witnesses testified that UAW Representative Donald Rand was in charge for the union. For example, Walter Wagner, Sheboygan chief of police at the time of the incident, said—in answer to the question:

"Mr. KENNEDY. There wasn't any question in your mind that there was a picket line present?

"Mr. WAGNER. Absolutely. * * *

"Mr. KENNEDY. And the picket line, in your estimation, was being directed by Mr. Rand?

"Mr. WAGNER. Absolutely" (p. 9403).

Another witness, Police Lieutenant Clarence Zimmerman, testified:

"Mr. KENNEDY. During that period of time while you were down there, did the crowd of people that were down there seem to have any direction as to what was going on?

"Mr. ZIMMERMAN. Well, there were some members of the union down there.

"Mr. KENNEDY. Did they appear to you to be directing the crowd?

"Mr. ZIMMERMAN. More or less so; yes.

"Mr. KENNEDY. Who were some of those people?

"Mr. ZIMMERMAN. Donald Rand, Robert Treuer.

"Mr. KENNEDY. In what way did they appear to be directing the crowd?

"Mr. ZIMMERMAN. Well, he was standing in front of the picket line when I arrived there. * * *

"Mr. KENNEDY. Who was doing that, Donald Rand or Treuer? Which one, or both?

"Mr. ZIMMERMAN. Donald Rand; and Robert Treuer was standing there also.

"Mr. KENNEDY. And you say that they appeared to be directing, at least it appeared that they were directing, those people walking back and forth?

"Mr. ZIMMERMAN. That is correct.

"Mr. KENNEDY. Did they make any statement at that time or indicate to you that they were not going to allow the clay boat to be unloaded?

"Mr. ZIMMERMAN. That is correct.

"Mr. KENNEDY. What did they say to you and who said it?

"Mr. ZIMMERMAN. When I arrived there, I gave orders that the entrance to the gate should be open. There was a car parked in front of the entrance.

"Mr. KENNEDY. Whose car was that?

"Mr. ZIMMERMAN. That was Robert Treuer's car. * * *

"And Donald Rand came up to me and said, 'Lay off.'

"He said, 'We have to try to make this as costly to the Kohler Co. as we can'. * * *

"Mr. KENNEDY. Right from the beginning early in the morning there seemed to be an indication that the union, at least as far as the spokesman, Donald Rand, was concerned, was going to take every step possible to prevent the unloading of the boat?

"Mr. ZIMMERMAN. That is correct, sir" (pp. 9357–9358).

Of course, Rand denied that he was anything more than an interested spectator; his efforts, he said, were directed toward keeping the peace. His testimony on this matter is a masterpiece of evasion and deception, unworthy of belief, as the following colloquy demonstrates:

"Mr. KENNEDY. Mr. Rand, perhaps we can finish about the clay boat. In the afternoon you came back * * * and at that time the tires were punctured on the car that was pulling in the crane, isn't that correct?

"Mr. RAND. Yes, I believe so.

"Mr. KENNEDY. Did you have anything to do with that?

"Mr. RAND. No, sir.

"Mr. KENNEDY. How long did you remain in that area at that time?

"Mr. RAND. I would say about 30 minutes.

"Mr. KENNEDY. Then where did you go?

"Mr. RAND. I went back to my office.

"Mr. KENNEDY. How long did you remain in your office then?

"Mr. RAND. I was there, I believe, until the latter part of the afternoon.

"Mr. KENNEDY. Then did you go back to the dock?

"Mr. RAND. Yes. I believe I was there some time in the evening.

"Mr. KENNEDY. Why did you go back to the dock?

"Mr. RAND. I heard that there was a tremendous crowd there, that cars were driving through there, and just a tremendous group of people were there, and I went down there out of curiosity.

"Mr. KENNEDY. You went down there to the dock three times; did you not?

"Mr. RAND. Yes.

"Mr. KENNEDY. Isn't it very peculiar that you happened to arrive at the dock on the three occasions when the crane was about to appear?

"At 7 o'clock in the morning you were there, and 11 o'clock in the morning you were there when all of this violence was done to the crane, and you were there again at 6 o'clock in the evening when they were trying to get the equipment out. That is the situation.

"And isn't it very peculiar that you happened to show up—the international organizer of the UAW—at the very time that these acts of violence took place, and where these incidents occurred?

"Mr. RAND. I don't think that there was any accident insofar as me being there. I was not there all the time. I was there for an hour, and I didn't come down there for any other reason than to see what was going on.

"Mr. KENNEDY. It doesn't make any sense. You were there at 7 o'clock and you had the conversations with Buteyn. You went back to your office and you came back at 11 o'clock, and at that time the equipment on the crane was wrecked. You went back to your office and you remained in your office and you came back in the evening.

"Then you swore at the man who was trying to get the equipment out of the dock. Those are the facts. And whenever there was some act of violence, or whenever there was a disturbance, Don Rand was there.

"* * * Then, certainly in the evening, when Mr. Happy Buteyn was trying to get his caterpillars out of the dock area, you prevented him or told him or swore at him, and by intimidation prevented him from doing what he was entitled to do?

"Mr. RAND. At that time he came over to me, and he said something to me and I don't remember exactly what it was, and I said I didn't want anything to do with it.

"Mr. KENNEDY. Why didn't you arrange to have the lines opened up so he could get his equipment out of there?

"Mr. RAND. I hardly knew anybody who was there.

"Mr. KENNEDY. Well, Mr. Rand, it is very peculiar, I would say, that every time something occurred at the dock that day you were there.

"Mr. Buteyn's estimation, both of their estimations were that you were in charge * * * you were the one who was instigating all of these riots or these incidents that were occurring at the dock.

"Do you deny any responsibility for it?

"Mr. RAND. I have no responsibility for any of the riot that occurred there.

"Mr. KENNEDY. You, as an international organizer——

"Mr. RAND. Men and women and children were there, and thousands of people were there before the day was out.

"Mr. KENNEDY. I understand.

"Mr. RAND. And I know nothing about it.

"Mr. KENNEDY. I understand, too, the fact that maybe at the beginning this was certainly not intended to occur; that is, the violence; and perhaps at the beginning it wasn't intended there were going to be that many people. But certainly you did not do anything as an international representative of the UAW to alleviate the condition.

"The situation appears that when there was an incident, Donald Rand was present. I would like to just point out, as far as your history up there is concerned, Mr. Rand, you were there when the mass picketing was taking place. When these nonstrikers could not get through the picket line, you were present, and you did not take any steps at that time, as a representative of the UAW, to open up a line so the strikers could get to work. You were present on at least one occasion when the home demonstrations were taking place, which were completely unfair to the people living in those homes who wanted to go to work. That was intimidation. You were present on the three occasions down at the dock when incidents occurred.

"You were a representative of the international union.

"Mr. RAND. The period of time in which I was at the clay boat, Mr. Kennedy, probably covers 3 or 4 hours altogether.

"Mr. KENNEDY. That is correct. You were there at 7 o'clock in the morning when they arrived with the equipment?

"Mr. RAND. I don't know precisely whether something happened.

"Mr. KENNEDY. I will tell you what happened. You were there at 7 o'clock in the morning at the arrival of the equipment, at 11 o'clock in the morning at the arrival of the crane and where all the damage was done, and 6 o'clock at night when they came to try to pick up their equipment. That is what happened.

"You were there three times, and three incidents occurred, and you were there in your participation in the rest of the strike?

"Mr. RAND. Yes; I was disturbed about it, and I did speak to Emil Schuette who was there, as I have already mentioned.

"Mr. KENNEDY. I would think that was completely unsatisfactory. You had an important position, Mr. Rand, and at the time the loud-

speaker came down you could have gotten up and spoken yourself and told the people to go home, or certainly the people who looked to you for leadership * * *.

"Mr. RAND. I wasn't in charge of this.

"The CHAIRMAN. Well, who was? Can we find out for goodness sakes, who was in charge?

"Mr. RAND. Mr. Burkhart was the international representative, and Mr. Allan Grasskamp.

"The CHAIRMAN. Was he your boss?

"Mr. RAND. Well, he superseded me as such.

"The CHAIRMAN. Was he there at the same time that you were?

"Mr. RAND. I don't believe so.

"The CHAIRMAN. Well, you were the highest ranking international official there; were you not?

"Mr. RAND. I may have been.

"The CHAIRMAN. All right, they were looking to you for leadership.

"Mr. RAND. Allan Grasskamp was president of the local union.

"The CHAIRMAN. But they were looking to you for leadership, so far as the international was concerned?

"Mr. RAND. Not in this particular situation.

"The CHAIRMAN. You were in charge, giving the directions and refusing to let them get their equipment out, and you were threatening them if they did; were you not?

"Mr. RAND. No, sir.

"The CHAIRMAN. As the testimony shows.

"Mr. RAND. I pleaded with these people not to cross our picket lines.

"The CHAIRMAN. Did you plead with them to let them get their equipment out of there?

"Mr. RAND. No" (pp. 9275–9277).

Notwithstanding all the evidence to the contrary, Rand, Treuer, and all the other UAW officials who testified on this issue declared that the responsibility for the obstruction and the riot at the docks belonged to the Kohler people. Robert Treuer of the UAW public relations department declared, in his best public relations fashion, that the appearance of Edmund Biever, Kohler plant manager, was as though someone had "dropped a bomb in that crowd" (p. 9168). Not basing his testimony on an eyewitness account, Treuer advanced the claim that Biever was an object of hatred because he was thought to have been responsible for firing the first shot in a dispute between Kohler and another union in 1934 (p. 9166).

Mr. Biever testified, however, that inspecting the clay at the docks had been part of his regular duties; that he had been doing it continuously during the strike which began in 1954; and that even during the mass picketing he had never had any trouble getting in or out of the plant (pp. 9471–9472). He further testified that the excitement had already started at the docks when he arrived (p. 9475). The record clearly shows it was the appearance of the Buteyns with their equipment which set things in motion, and that the equipment was already there when Mr. Biever arrived (p. 9472).

The failure of the police and other local authorities to handle the violent situation at the dock was quite evident. Prior to the landing

of the clay boat, the Kohler Co. sent the following letter, dated July 2, 1955, to Rudolph Ploetz, mayor of Sheboygan:

"This is to advise that the SS. *Fossum* carrying a cargo of clay for Kohler Co. will dock at Sheboygan on or about July 2, 1955, for unloading and transportation of the clay to the Kohler Co. plant.

"Certain statements were made by Local 833 UAW–CIO, in its broadcast over radio station WHBL, at 6:30 p.m., on July 1, 1955, in an obvious attempt to invite a large number of their members to be present during the docking and unloading of the boat.

"This is notice that we demand adequate police protection to prevent any mob or riot interference with the unloading of the boat and the transportation of the clay and, in case such protection is not provided and damage results, we intend to hold the city of Sheboygan and you personally liable under the provisions of section 66.01 of the Wisconsin statutes for any damage, including demurrage, which may result" (p. 9479). Although Kohler Co. felt that there might be some difficulty at the dock, Mayor Ploetz said he did not.

One of the first to arrive on the scene was Police Sergeant Clarence Zimmerman, who described the makeup of the crowd as "mixed," with "many union people" and "many sympathizers and curiosity seekers" there. He stated that he "was sent down there with four or five officers" and after several reports to headquarters as to what the situation was, still "received no help all day" (p. 9360).

Walter Wagner, then chief of police, testified:

"* * * I received a call from Sergeant Zimmerman, telling me, he said, 'Chief, I believe we are going to have some trouble down there this morning.'

"He said, 'They threw up a mass picket line.' I told him to get down there with either 10 or as many men as he could spare from his shift, and at the same time hold the No. 3 shift in reserve, because the time was shortly before 8 o'clock. So I proceeded down there. When I arrived there, here was a picket line of 19 pickets in the entranceway to the dock. There also were about 12 to 15 pieces of unloading equipment * * *" (p. 9402).

Wagner found out that the Kohler Co. would attempt to unload the clay with their own equipment. He returned to the police station where there "* * * was a group of officers, probably numbered 12 to 15, being held in reserve, and Mayor Ploetz was then there, and he asked us what had taken place down at the dock.

"I told him what had taken place, and that the Kohler Co. was going to unload the boat themselves. He then told me or asked me whether I had received a letter from the Kohler Co., and I told him that I had received a copy of the letter that he had received.

"He then mentioned that he didn't like the idea of the Kohler Co. making demands on the city of Sheboygan, and not wanting to settle the strike. Then he said, 'How many men have you got down there?' I told him about 10 down there.

"He said, 'Two is enough. I am going down there and handle it myself' * * *.

"Mr. KENNEDY. What did you tell him? Did you tell him that men were needed down there? or were not needed down there?

"Mr. WAGNER. No. I also asked him as to what about this reserve shift, and he said, 'Send them home; you won't need them' " (p. 9404)

The handling of the clay boat affair by Mayor Ploetz left much to be desired. Both he and the sheriff, Theodore Mosch, were indebted to the UAW for financial and other support during their campaigns. Sheriff Mosch testified that he and his "club" spent about $1,000 in his 1954 campaign, and of this amount $300 was contributed by the UAW's Kohler local. In addition, the CIO's Political Action Committee spent $200 on mailing out campaign literature for him. When asked by Chief Counsel Kennedy if he had received labor support prior to his election in 1954, Mosch replied that he had "always had the support of labor" and "I have always been a friend of labor" (p. 8489).

Steen Heimke, then a captain of the Sheboygan police, described the "efforts" put forth by Sheriff Mosch to get the situation under control:

"* * * the sheriff was there. And after all, the sheriff is the chief-law-enforcement officer of the county and he was the only one there. None of his men showed up, and there were no other deputized individuals except a few officers that had been assigned to the area in the early morning; and that amounted to approximately four or five officers.

"The CHAIRMAN. Was this within your jurisdiction? * * *

"Mr. HEIMKE. Within the city of Sheboygan, and it comes under the jurisdiction of the police department, although in an emergency situation the sheriff becomes the chief law-enforcement officer of the county.

"The CHAIRMAN. In other words, he was superior to the local police officials?

"Mr. HEIMKE. That is right.

"The CHAIRMAN. He did not act, and deputized no one, and neither did he make any serious effort to take care of the situation?

"Mr. HEIMKE. That is right" (p. 9314).

Ploetz, who also received UAW support in his 1955 campaign for mayor of Sheboygan, considered himself a good friend to the "labor" movement. His friendship was demonstrated by his conduct during the riot at the clay boat.

As shown above, Police Chief Wagner stated that Mayor Ploetz assumed all responsibility for policing the dock area, and that he (Ploetz) had decided that two police officers would be sufficient to handle the affair. Ploetz arrived at the dock area for a meeting with Sheriff Mosch. While they were talking, Steen Heimke approached them and, according to Heimke, the following incident occurred:

"* * * I wandered away from the area, and as I came back to the conversation between the mayor and the sheriff, I approached them from the rear, and I got 2 feet away, and I heard the mayor say to the sheriff, 'How much are you obligated to the union for?' And the sheriff turned around, and he was going to say something when he saw me, and he stuttered and stammered, and he said, 'let us go someplace where we can talk.'

"So they crawled into the sheriff's car, which was parked in the middle of the intersection, and turned all of the windows shut, and they proceeded to engage in conversation. And so I rapped on the driver's window, and they opened it up, and I said, 'What do you want me to do?' After which they said, 'We'll come back in a couple

of minutes,' and they drove a block and a half away and they parked and they came back.

"I still received no instructions from the mayor * * * (p. 9313).

In Ploetz' appearance before the committee he charged Heimke with being a perjurer, declaring that he (Ploetz) "never made such a statement that day or any other day, or anything similar to it" (p. 9424).

Although we will never know with entire certainty whether Heimke or Ploetz was the perjurer, it should be noted that Heimke was a good witness, testifying straightforward and giving direct replies to all questions. No such favorable comment may be made concerning Ploetz' performance before the committee, as shown below.

Mayor Ploetz had been informed by the Kohler Co. that they were expecting the clay boat and that certain conduct of the UAW indicated the possibility of a riot (pp. 9477–9479). Mayor Ploetz expended no effort toward dispersing the crowd so that the boat could be unloaded (p. 9434), and, in fact, directed his efforts toward preventing the unloading.

Mayor Ploetz went so far as to request the Federal Mediation and Conciliation Service to obtain a voluntary, temporary halting of clay movements, whereby all shipments of clay to the Kohler Co. would be held in abeyance until negotiations reached a successful conclusion or were terminated. The head of the Service, Joseph Finnegan, denounced Ploetz' request as an irresponsible, self-serving, politically expedient statement, calculated to serve no useful purpose, except to impede mediation efforts (pp. 9444–9445).

That Mayor Ploetz was not considered a satisfactory witness is obvious from the following direct questions and evasive answers:

"Mr. KENNEDY. Didn't the union tell you then or earlier that they were not going to permit the unloading of the boat?

"Mr. PLOETZ. The union?

"Mr. KENNEDY. Yes.

"Mr. PLOETZ. No, sir.

"Mr. KENNEDY. No representative of the union told you that?

"Mr. PLOETZ. No, sir.

"Mr. KENNEDY. Certainly, early in the morning you found out that they were not going to permit the unloading of the boat.

"Mr. PLOETZ. When I got down there——

"Mr. KENNEDY. Could you answer that question? Didn't you find out early in the morning that they were not going to permit the unloading of the boat?

"Mr. PLOETZ. No, sir; I did not.

"Mr. KENNEDY. Didn't you find that out from the chief of police?

"Mr. PLOETZ. I had no such discussion with the chief that the boat was not going to be unloaded.

"The CHAIRMAN. Let me ask you something. Do you mean to sit here before this group and before this whole audience and the whole American people and tell them, after going down there that morning, that you, as mayor, didn't know what the situation was? Is that what you are answering?

"Mr. PLOETZ. Mr. Chairman, the question was asked whether or not I knew whether the boat was not going to be unloaded * * *.

"The CHAIRMAN. Well, you knew it was the intention of the union at that time not to let that boat be unloaded, didn't you? They had pickets out there for that purpose.

"Mr. PLOETZ. No; I did not know what the intent of the union was.

"The CHAIRMAN. *Do you mean to say you were that dumb? Are you swearing that?* [Emphasis supplied.]

"Mr. PLOETZ. I did not have a conversation with the union that they didn't have the intention of unloading" (pp. 9430–9431).

In analyzing the record it is quite obvious that the "law enforcement" of Sheriff Mosch and Mayor Ploetz was directed more toward denying the legitimate rights of the Kohler Co. and the nonstrikers than toward making the UAW and the strikers obey the law. Due to the refusal of Mayor Ploetz and the sheriff to enforce the law, the clay was never unloaded at Sheboygan and, after an attempt by the boat to dock at Milwaukee failed, the clay was finally unloaded at Montreal, Canada, and shipped to the Kohler Co. by rail.

After the clay boat incident, the UAW's boycott activities began with full force. Leo Brierather, who was named as local 833's "boycott coordinator," was instructed to organize a nationwide boycott campaign. The first step, he said, was to set up a "committee for following trucks" of the Kohler Co. A member of the "follow-the-truck" committee, Roy Johnson, was asked by Chief Counsel Kennedy:

"* * * the reason you followed * * * [the trucks] was to talk to the people to whom the deliveries were being made; isn't that right?

"You weren't going down to Chicago to talk to everybody in Chicago. You were talking to the people in the warehouse or the business project.

"Mr. JOHNSEN. That is right.

"Mr. KENNEDY. And trying to influence them not to buy Kohler products?

"Mr. JOHNSEN. To tell them our side of the story; yes, sir.

"Mr. KENNEDY. Would that entail setting up a picket line so that people would not come in and patronize that place of business?

"Mr. JOHNSEN. We did picket the places, sir.

"Mr. KENNEDY. So here is a third party who is handling Kohler products, and you would set a picket line up in front of a relatively innocent third party and start picketing their establishment merely because they were buying Kohler products?

"Mr. JOHNSEN. May I stress this, sir: We only picketed it at the time the Kohler Co. truck was there. * * *

"Mr. KENNEDY. Now, you were actually picketing a third party, were you not, who might be handling as one of their products, or one of their products might be handling Kohler?

"Mr. JOHNSEN. Yes, sir. * * *

"Mr. KENNEDY. Did it ever occur to you that this might be causing harm and difficulty for a third party that had nothing to do with the strike?

"Mr. JOHNSEN. In a way, sir.

"Mr. KENNEDY. But you went ahead and did it anyway?

"Mr. JOHNSEN. Yes, sir" (pp. 9729–9730).

According to Brierather, though, this effort was "a big flop" and the next step was to organize boycott caravans:

"We made a bunch of three-cornered carton signs and devised a sign 'Don't Buy Kohler. It is made by scabs and strikebreakers.'

"We would fill up about 25 carloads full of people and we would travel to the various communities, leading communities like Milwaukee, Racine, Kenosha, Appleton, Manitowoc, and a few others, and we tried to get this boycott caravan to enter the town at the key shopping hours when there were as many people as we could possibly reach who would be there in the shopping centers.

"We would parade down Main Street with the car top caravans carrying the signs, and as they would be doing that, the strikers would be out on the streets handing out special leaflets and handbills, urging people not to buy Kohler products. We designed one specific leaflet entitled 'Please Help My Daddy Win the Strike,' and there was a picture of a striker's little girl in front, and it was a plea to the people not to buy Kohler products on the back" (pp. 9650–9651).

The "boycott caravan" was implemented, Brierather stated by setting up a terrific mailing program:

"We tried to obtain as many mailing lists from labor organizations as we possibly could. We obtained a mailing list from all AFL central labor councils, from all UAW locals, from the Steel Union locals, and as many as we could possibly reach. We began an extensive mailing program. As a result of this type of publicity, the international union decided that they ought to use personal contact to support the publicity, and that is when they assigned Donald Rand as my superior and also to head up the boycott campaign * * *" (p. 9652).

Donald Rand's participation in the mass picketing of the Kohler plant and the riot at the unloading of the clay boat has already been established. In his new role as head of the boycott organization, Rand described the scope of the campaign as both printed and verbal. This included the distribution of literature, advertising, and the "direct approach to individuals and groups." Rand was very evasive in answering questions as to what other means or devices were used beyond verbal and printed representations. Finally he admitted his participation in picket lines which were protesting the use of Kohler products. According to Rand this was "the most comprehensive boycott ever organized by labor." He further declared:

"It seems to me that it is almost sinful to have any labor dispute degenerate to the point where this one has—where we actually have to wreck the company. That's what we're doing, wrecking the company" (p. 9259).

Mr. Lucius Chase, a director of the Kohler Co., was in charge of combating the UAW boycott. In his presentation of the company's side of the boycott story, Chase included the UAW boycott activities as follows:

"Inducing Government officials to violate statutes relating to competition on public works.

"Organizing picketing of third parties—distributors, plumbing contractors, etc.

"Threatening Kohler distributors, plumbing contractors, builders, and others of trouble if they handle or use Kohler material.

"Tracing shipments of Kohler products from plant to destination, possibly involving violations of the Interstate Commerce Act.

"Inducing and encouraging journeyman plumbers to engage in secondary boycotts."

According to Mr. Chase "one of the least effective boycott activities, but one of transcending significance, was the union's effort to intimidate public officials by flexing its political muscles" In December 1954, UAW Local 833 flooded the Defense Department with petitions against awarding of an artillery shell contract to the Kohler Co. However, the company was awarded the contract, which it accepted. Another example of this type of activity involved the aforementioned William Vinson, who was tried and sentenced to jail for assaulting a nonstriker. Taking offense at the sentence received by Vinson, UAW's Emil Mazey announced that the union would boycott three food markets owned by Judge Schlichting, who presided over the case, and his family. The UAW and local unions have also applied political pressure on a number of governing bodies including State legislatures, county boards, city councils, and school boards.

A number of instances were listed by the company where UAW pickets followed Kohler Co. trucks and picketed the customers' places of business. Two such cases involved a Milwaukee firm, F. R. Dengel Co., a Kohler distributor, and the Neis Co., a plumbing and heating contractor and customer of Dengel. As noted by Chase, the Neis Co. was not a direct customer of Kohler but of Dengel, therefore "our customer's customer."

Girard Desmond, a member of the legal staff of the Kohler Co. and assistant to Chase, provided an eyewitness account of these two incidents. The picketing at the Dengel Co., first took place on May 25, 1955, and after several complaints from Kohler truckdrivers, who were making deliveries, it was decided, Desmond said, "that myself and other representatives of the company would follow the trucks to be sure that nothing would happen to them" (p. 9778). He described the first incident as follows:

"* * * at the time when the truck was making deliveries to the F. R. Dengel Co. the strikers would picket the truck, call the drivers names, 'scabbies,' 'slimy scabby,' and names of that caliber. * * *

"We had a man with us who was a photographer, and we were taking photographs of the truck as it was being unloaded. A short time after the truck was there, Ray Majerus, an international representative of the UAW–CIO, came down and threatened one of our photographers.

"He said, 'If you take a picture of me, you wouldn't have that camera.' He said, 'You wouldn't be able to go to any court, either' " (p. 9778).

The second incident to which Desmond was a witness, involved the Neis Co., a customer of the Dengel Co. He declared:

"At that time, Donald Rand, another international representative of the UAW–CIO was there, and at the time when the material, the Kohler materials, was being unloaded from the Kohler truck, Donald Rand went up into the warehouse and spoke to Willard Neis, one of the sons of the owner.

"I was there at the time. And Donald Rand told Mr. Willard Neis that he should not handle Kohler products and should not accept that particular shipment" (p. 9779). When Neis refused, Desmond continued:

"Rand—took four pickets and took them around to the front of the Neis Co. building, which was a block away, and they began picketing the entrance to that plumbing contractor" (p. 9779).

Desmond testified that the picketing continued at the front of the store even after the Kohler truck left.

"I think it was about three-quarters of an hour to an hour or so. We had left that location and came back and * * * the pickets were still there * * *" (p. 9780).

Not only were Kohler-owned vehicles followed by UAW pickets, but common carriers transporting Kohler products were subjected to the same treatment. One such company carrying Kohler goods was the J. L. Scheffler Transport Co. Testimony was heard from three Scheffler drivers, all members of the Teamsters Union, who were given permission by their local's business agent to cross the Kohler picket line. Two of the drivers who belonged to locals in Sheboygan testified to various acts of vandalism which befell them, including paint bombings incurring $1,000 damage, rocks thrown through windows, and shotgun blasts fired through homes and cars.

Arthur Butzen from Sheboygan testified to his experience while driving his truck to Chicago:

"I would say I was about 5 or 6 miles southwest of Sheboygan Falls when this shotgun blast was fired at me.

"I did not know at the time that I was being shot at. As this car approached me he put his headlights on bright and as this car got alongside of my trailer, of course my tractor was already past this car, and that is when I heard this blast.

"I thought a tire had blown out. So I pulled over to the side of the road to check if I had any blown out tires. I did not.

"Well, I thought maybe that car backfired. So I continued on to Milwaukee and I stopped in a restaurant. Now, another truckdriver from the Scheffler Co. had pulled out probably 5 minutes in back of me.

"When he caught up to me in Milwaukee, he stopped at this same restaurant and he asked me if I was shot at on Highway 28. Well, I started thinking, and, of course, I remember this blast, and he said he definitely was shot at because he had seen the blast or the flame come out of the side of this car as it passed him.

"Senator MUNDT. Let me get this straight. Does he say that he saw the blast of the shotgun fired at you, or was he also shot at himself?

"Mr. BUTZEN. He was shot at himself.

"Senator MUNDT. Following you by about 5 minutes down the same highway?

Mr. BUTZEN. That is right. * * *

"The following morning we had heard that a farm home had its window shot out that evening, and, according to this other truckdriver, he was at the same location as where this home was located that had the widow broken. Of course, we figured this window was broken at the time he was shot at. This home is located on a curve on Highway 28. This other truckdriver states that he was rounding that curve at the time he was shot at" (pp. 9712–9713).

Leroy Taylor, a third Scheffler driver, from Chicago, testified that he had been followed three times over a 3-month period. On one

occasion he was followed by seven people in a station wagon from the time he left Kohler until he reached the Chicago terminal. On arrival these seven people proceeded to picket the home office of the Scheffler Co., carrying signs and different banners proclaiming "something about scabs and not buying Kohler products."

On another occasion Taylor testified that after being cursed and sworn at by two men in an open convertible while he was parked in a gas station, he later encountered the same car on the highway:

"This car pulled alongside of me * * * and this fellow that was in the car, not the driver but this other fellow, I noticed he was standing up holding on to the windshield and he had something in one hand.

"Now, I don't know if it was his idea to try and throw that through my windshield or what, sir, but as he came alongside of me, I could see him standing up and ready to throw this object. * * *

"It was a long object, and I couldn't make it out at that time, but he threw this object at me, and I could tell by the way it hit that it was a length of pipe. * * *

"* * * *if the pipe had gone through my windshield, I imagine I would probably lose control of the vehicle and go off the road. * * *

"* * * I saw him starting to throw this object, and I cut over into the car to try and discourage him. I was trying to protect myself" (pp. 9702–9703).

Although none of the drivers could categorically say that the UAW was responsible for the incidents that happened to them, they all agreed that their experiences eminated from the strike and the fact that they were transporting Kohler products.

The recipients of the UAW's "direct approach to individuals and groups" included Kohler distributors, plumbing contractors, journeymen plumbers, architects, and homebuilders. One example, out of the many brought before the committee, of this particular phase of the boycott program concerned the Knab Co., of Milwaukee, a plumbing contractor, and Plumber's Local 75. The International Plumber's Union had been importuned to pass a resolution of sympathy for the strike. Although the international union refused to support a secondary boycott some local business agents have done so.

In September 1956, St. Luke's Hospital, in Milwaukee, was constructing two additional wings. Richard Sharp, a member of Plumber's Local 75 and a superintendent for the Knab Co., told the committee that the hospital's old building already contained Kohler fixtures, and that—

"* * * the hospital board wanted to match the fixtures up. That was not only to match them, but for maintenance, so they would not have to have additional parts on hand" (p. 9818).

While in the process of loading the material for the job, Sharp testified that he received a call from Anthony King, business agent for local 75, "stating that if we were putting Kohler fixtures on the job, we would have trouble" (p. 9818). King's meaning of "trouble," according to Sharp, was that the Knab Co. would get no men from the union hiring hall.

Shortly after a meeting in which the hospital board again made the decision to install Kohler products, a picketline was set up outside the hospital. Sharp recalled:

"* * * One Monday morning we received a call at the office that there was a picketline there * * *. I got over to the job and the plumbers were all sitting in the shack and they said they were not going to cross the picketline.

"The electricians, and carpenters, and everybody else on the job were working and the only ones not working were the plumbers.

"Mr. KENNEDY. Did they carry signs, these pickets?

"Mr. SHARP. Yes, they did.

"Mr. KENNEDY. Saying, 'Don't use Kohler products'?

"Mr. SHARP. Yes, and not to use scab-made products, and there were 5 or 6 different signs they had over there * * *.

"It was a couple of days after that when we had a meeting with the hospital board to see what we could get done and at this meeting, Mr. Raymond Majerus (international representative of the UAW) came down from Sheboygan, and he sat in and told the hospital board how poor the fixtures were and that they should not be put in the job.

"He also at that time explained there was a very good possibility that the community chest would be outlawed in town, if these fixtures were going in the hospital.

"Mr. KENNEDY. That the community chest would be what?

"Mr. SHARP. Would be boycotted * * *.

"* * * Mr. Kinsley, the head of the hospital said that it would not hurt this hospital but that it might hurt others, and as far as he was concerned they were going to go ahead and put in Kohler ware" (p. 9820).

Picketing continued daily by the so-called citizens committee and construction on the hospital wings was shut down for about 4 weeks. The Knab Co.'s own plumbers were perfectly willing to return to the job and go on working provided there were no pickets there, and provided there would be no restraint by their own union. The hospital sued the "citizen" pickets on the basis that they claimed to have no connection with any union, and therefore were not entitled to the protection of the labor laws. Immediately after that, all of the building tradesmen except the journeymen plumbers went back to work. A couple of days later, however, a journeyman plumber and an apprentice showed up and went to work. Construction was finally completed and Kohler fixtures were installed.

Dozens of other examples of the UAW's "comprehensive" boycott program in Atlanta, Chicago, Dayton, Detroit, Memphis, Milwaukee, and Phoenix were presented to the committee.

The boycott has reached into remote recesses of American life far removed from the issues involved in the Kohler strike. For instance: communities have been made to suffer because city councils as far away as Connecticut have been induced to pass resolutions forbidding the city to let contracts to firms using Kohler plumbing ware even if Kohler is the low bidder; and a community chest has been boycotted which gave money to a hospital installing Kohler equipment under an existing contract. *Thus, it is apparent that the UAW seeks to reward all those who agree with them and to punish all those who do not.*

Such wholesale boycott activities, which can be financed only with the huge amounts of money available to unions like the UAW, completely disregard the public interest. They violate the most fundamental constitutional rights of our citizens. The time has come when we can no longer afford to ignore them.

V. UAW'S VILIFICATION AND CHARACTER ASSASSINATION OF PUBLIC OFFICIALS WHO OPPOSE THE UAW'S METHODS

An examination of the record reveals that the UAW leaders considered vilification and character assassination of public officials who have disagreed with them as a vital part of the overall strategy in the conduct of the Kohler strike.

The brutal assault on Willard van Ouwerkerk, a nonstriker, by William Vinson has been described previously in this report. For this act of violence, Vinson was tried and found guilty by a jury of his peers. Judge Schlichting sentenced Vinson to 1 to 2 years, of which Vinson served 13 months. The UAW appealed the sentence for Vinson to the Wisconsin Supreme Court, challenging both the ground upon which the case had been litigated and the sentence. Judge Schlichting was upheld in every respect by the court, which held, in part that:

"The violence of Mr. Vinson's attack on Mr. van Ouwerkerk, the continuation of the attack of kicking while Mr. van Ouwerkerk lay helpless on the floor, the serious injuries which Vinson inflicted, the disproportion in the size and age of the two men, which removed fear of personal danger to Vinson from reprisal by Van Ouwerkerk, are matters of evidence which the jury was entitled to consider when reaching a conclusion concerning Vinson's state of mind while he carried on the assault. It is quite impossible to conclude, under such circumstances, that in so doing Vinson lacked an intent to hurt Van Ouwerkerk and hurt him badly. Contrary to [Vinson's] contention, the evidence, and the inferences from which it was the province of the jury to draw, established beyond a reasonable doubt that the assault was made by Vinson with the intent to inflict great bodily harm on Van Ouwerkerk" (p. 8871).

Notwithstanding this affirmance by the Supreme Court of Wisconsin, Emil Mazey, UAW secretary-treasurer, in a speech given at a union meeting and later broadcast to the Sheboygan radio audience, attacked the judge, declaring that:

"* * * the sentencing of Bill Vinson was extremely harsh * * *. It is the toughest sentence that has been handed down in Sheboygan County on a case of this type in the history of the county * * *.

"* * * the conduct of Judge Schlichting, in the *Vinson* case, raised a serious question in my mind as to whether he is qualified to serve as a judge in this community and I repeat this charge" (p. 8912).

Mazey continued his tirade against the judge by telling the committee that Judge Schlichting's conduct was improper because he did not "present the charges to the jury properly." Yet the Wisconsin Supreme Court upheld the judge on that. Mazey then accused the judge, in sentencing Vinson to 2 years, of passing the "stiffest sentence he could." Yet the statute permitted the judge to impose a 3-year sentence (p. 8914). When faced with this fact, Mazey accused the judge of trying Vinson under the wrong statute—"The judge should have had him on a simple assault and battery" (p. 8914).

It should be noted at this point that Mazey did not know the facts, or, if he did, he was misleading the committee. The record shows that Judge Schlichting himself suggested to Vinson's attorneys that they move for inclusion of a simple assault verdict:

"Senator MUNDT. * * * what questions were submitted to the jury?

"Judge SCHLICHTING. There were three verdicts submitted. The defendant [Vinson] was charged with the then law, assault with intent to commit great bodily harm. I discussed with the attorneys what I believed to be proper, the submission of an included offense, and stated to defense counsel that if they would move for such, I would submit it. They moved that I submit simple assault; so as an included offense, I also submitted a verdict of simple assault, and, of course, the verdict of 'Not guilty.'

"So three verdicts were submitted to the jury.

"Senator MUNDT. With the concurrence of the defense attorney?

"Judge SCHLICHTING. The defense attorney moved for the submission of simple assault. He did so at my suggestion that I believed it was fair to the defendant to submit an included offense. In the event the jury didn't feel that the facts or the evidence warranted the more serious charges, and did not feel the defendant was not guilty, we could, under our law, submit what we call an included offense.

"Senator MUNDT. Whereupon, after you had made that suggestion to defense counsel, he moved that that be done, and you granted him the motion?

"Judge SCHLICHTING. That is correct; yes, sir.

"Senator MUNDT. Do I understand you correctly, then, that it was the trial jury rather han the judge that he agreed upon the greater crime rather than the lesser crime?

"Judge SCHLICHTING. That is correct. A verdict in a criminal case in Wisconsin must be by unanimous action of the jury.

"Senator MUNDT. So by unanimous action the jury decided against the included offense, which was the lesser crime with the smaller penalty, and agreed unanimously upon the greater crime with the greater penalty?

"Judge SCHLICHTING. That is correct, sir.

"Senator MUNDT. And when he was found guilty by the jury, you did not sentence the accused or the guilty to the maximum penalty?

"Judge SCHLICHTING. No, sir; I did not.

"Senator MUNDT. You gave him not less than 1 nor more than 2 years?

"Judge SCHLICHTING. That is correct" (pp. 8982–8983).

After Mazey's attack on Judge Schlichting was heard by several thousand people, a great deal of objection was voiced by various groups in the community, including the clergy, the bar association, and the medical association. Mazey himself admitted that the bar and medical associations had passed resolutions against him (p. 8915).

The following statement, signed by eight priests, was introduced in the record:

"There comes a time when silence is imprudent, and may even be harmful to a community such as Sheboygan, and that time is now. A resident of Sheboygan County was attacked and severely injured by another man. The attacker was tried in circuit court and convicted by a jury of assault with intent to do grave bodily harm.

"The judge of the circuit court, F. H. Schlichting, sentenced the convicted man to prison. The attorneys for the convicted man openly in court complimented the judge for his fairness in the conduct of the trial.

"The State supreme court denied the convicted man a stay of execution of the sentence. In the face of all these acts, the secretary-treasurer of the UAW–CIO, Emil Mazey, closing his eyes to the fact that the injured man was in danger of dying, has accused the judge of obvious bias shown against organized labor.

"He even presumed to question whether the judge is qualified to serve as a judge in this community. He has attacked the integrity of a major court of this country, and deserves to be called decisively to task for his insolence.

"Lawlessness is the result in any society or community when law and order are disregarded and flouted. It is the beginning of anarchy. Is the secretary-treasurer advocating either one?" (P. 8914.)

After the names of all the priests who signed the statement were read in the record, Emil Mazey continued his tactics of vilification and intimidation of those who disagree with the UAW leadership. That such tactics are not accidental is shown by the following testimony:

"Senator CURTIS. Do you believe that the company controlled all of these members of the clergy that took part in this?

"Mr. MAZEY. They controlled some of them.

"Senator CURTIS. Which ones?

"Mr. MAZEY. I don't know.

"Senator CURTIS. Well, now, you said they controlled some of them, and which ones?

(The witness conferred with his counsel.)

"Mr. MAZEY. On the matter of——

(The witness conferred with his counsel.)

"Senator CURTIS. I will hand you the list of these clergymen, and you tell me which ones the company controlled.

"Mr. MAZEY. I don't know which ones the company controlled.

"Senator CURTIS. All right, you read the first name there, and read it into the record, and tell us whether or not the company controls that priest.

"Mr. MAZEY. It might save some time by saying I don't know which of the individual ministers they controlled, but I believe they influence them.

"Senator CURTIS. Now, you said they controlled some of them, Mr. Mazey?

"Mr. MAZEY. I believe they do.

"Senator CURTIS. We did not ask you for a statement of opinion. You were asked the question as to whether or not they controlled these clergymen, and you said they controlled some of them.

"Mr. MAZEY. I expressed an opinion in reply to a question.

"Senator CURTIS. Now, I want you to take that list and read off the first name there. Will you do that?

"Mr. MAZEY. I have already said I don't know which of these they control.

"Senator CURTIS. Read that first name on there. * * *

"Mr. MAZEY. John G. Carroll * * * pastor of St. Clement Parish.

"Senator CURTIS. Now, does the Kohler Co. control him?

"Mr. MAZEY. I don't know.

"Senator CURTIS. Read the second one.

"Mr. MAZEY. Robert M. Hoeller, pastor, St. Peter Cleaver Parish.

"Senator CURTIS. Does the Kohler Co. control him?

"Mr. MAZEY. I dont' know whether they control him or not.

"Senator CURTIS. Now coming back to this first name, is it your opinion that the company controls that one, the first name that you read?

"Mr. MAZEY. It is my opinion that the company influences many of the clergy in Sheboygan.

"Senator CURTIS. Oh, no; is it your opinion that the company controls the name of the first clergyman on the list?

"Mr. MAZEY. Senator, I can't categorically say which of these they control.

"Senator CURTIS. I am not asking about any of the rest of them, but just the first one. Is it your opinion that the company controls him?

"Mr. MAZEY. I don't know.

"Senator CURTIS. Is it your opinion that the company controls the second one?

"Mr. MAZEY. I don't know whether they control them or not, and I believe they influence many.

"Senator CURTIS. Now read the third one.

"Mr. MAZEY. Anthony J. Knackert * * * pastor of the Holy Name Parish.

"Senator CURTIS. Does the company control that clergyman?

"Mr. MAZEY. I don't know whether they do or not but I think some Kohler workers could testify as to which ones the company does control.

"Senator CURTIS. Now, listen, it was your testimony under oath that stated here that the Kohler Co. controlled some of these clergymen.

"Mr. MAZEY. It is my opinion, sir.

"Senator CURTIS. All right, is it your opinion that they control this one?

"Mr. MAZEY. I don't know.

"Senator CURTIS. All right, read the next one.

"Mr. MAZEY. Louis Koren, pastor of Sts. Cyril and Methodius Parish.

"Senator CURTIS. Does the company control that one?

"Mr. MAZEY. I don't know.

"Senator CURTIS. In your opinion, do you believe that they do?

"Mr. MAZEY. In my opinion, the Kohler Co. has great influence over the church, over the bar, and over the medical association in Sheboygan.

"Senator CURTIS. Then, are you stating that is or isn't your opinion that the company controls this last clergyman mentioned?

"Mr. MAZEY. I don't know specifically.

"Senator CURTIS. All right, read the next one.

"Mr. MAZEY. Charles J. New, pastor of St. Mary's Parish, Sheboygan Falls.

"Senator CURTIS. Now, does the Kohler Co. control that one?

"Mr. MAZEY. I don't know; I think that they influence many.

"Senator CURTIS. You think that they influence that one?

"Mr. MAZEY. The Kohler Co. influences everything in Sheboygan County.

"Senator CURTIS. Well now, a bit ago you said the company controlled some of these, and now it is your opinion that this one, this one last read is one that they control?

"Mr. MAZEY. I don't know; it is possible they do.

"Senator CURTIS. It is possible?

"Mr. MAZEY. That is right.

"Senator CURTIS. Do you make that charge, that there is a possibility that the Kohler Co. does?

"Mr. MAZEY. It is a possibility they control every one of these churches.

"Senator CURTIS. In order to do that, that would seriously reflect upon the character of those clergymen, wouldn't it?

"Mr. MAZEY. I think it does, yes.

"Senator CURTIS. All right, now read the next one.

"Mr. MAZEY. John A. Risch, pastor of St. John Evangelist Parish, Kohler.

"Senator CURTIS. Does the company control that priest?

"Mr. MAZEY. Well, I have no specific proof, but anything that is existing in the Kohler Village, they control. They handle or they are really the biggest landlord of the community, and I imagine they picked the parish ministers in this case" (pp. 8916–8918).

After being asked if the remaining priests on the list were controlled by the Kohler Co. and giving the same stock answer that he didnt' know, Mazey further declared in a burst of candor:

"* * * I believe that the company influences all of the churches in Sheboygan County.

"Senator CURTIS. In the whole county?

"Mr. MAZEY. Yes."

* * * * * * *

"Senator CURTIS. Before we started to go over that list one by one, you made the flat statement that the company controlled some of those clergymen. Is that still your statement?

"Mr. MAZEY. I said that in my opinion the company controlled the clergy of Sheboygan, Sheboygan Falls, and Kohler Village—in my opinion.

"Senator CURTIS. Do you mean by that they are not men of integrity?

"Mr. MAZEY. If they are controlled by the Kohler Co., they couldn't be.

"Senator CURTIS. Which ones are you referring to that could not be men of integrity?

"Mr. MAZEY. I said that in my opinion——

"Senator CURTIS. I know what you said. I am talking about which individuals are you saying are not men of integrity?

"Mr. MAZEY. All of them" (pp. 8919–8920).

Thus, respected citizens of Wisconsin—members of the clergy and judges—have been traduced by the No. 2 boss of the International UAW.

VI. THE UAW'S PHILOSOPHY IN ACTION

The UAW does not, of course, find it necessary to resort to violence if the struck employer denies all work to all employees by yielding to the union bosses' demands that their labor monopoly be recognized by shutting down the plant for the duration of the strike, for this, as

the chairman observed at one point in the record, "means complete surrender." But when the employer remains open and the employees show an inclination to continue working, as during the Kohler strike, violence follows perforce. This is no accident. In such cases, the UAW leaders arrogate unto themselves the right physically to prevent by such unlawful means as mass picketing and violence both employer and employees from doing what they have a lawful right to do. Thus Emil Mazey, secretary-treasurer of the UAW, responded, "I do," when asked by the chief counsel, "And do you feel that they (strikers) have a right to protect their jobs by physically stopping those who want to go to their jobs?" (pp. 9057–9058). Mazey further declared that "No one has a right to scab despite the law" (p. 8980).

This then is the UAW philosophy in action—documented out of the mouth of one of its most candid advocates. This view holds that the union, acting through its elected leaders, is a supergovernment of men and not of laws. As such, it not only enjoys sovereign immunity from the laws of the land which apply to ordinary citizens but it also possesses extraordinary lawmaking powers which, in its sphere of influence, are supreme to the laws of lesser governments; that when the union has spoken on a majority vote basis on a subject within its field of competency (e.g., who shall join or who shall strike), this decision has the force of law and is therefore binding on all citizens of the land; and, hence, when someone breaks this "law" (e.g., a nonstriker), he acquires an "outlaw" or second-class citizenship status, forfeits the protections accorded good citizens, and, in the fashion of governments and men, is a proper subject of punishment and retribution for his "crime."

Emil Mazey made it clear that, in his book, nonstrikers were not ordinary criminals. To him, they were guilty of the most heinous of all crimes against constituted government—treachery; they were traitors; and he denounced them thusly:

"The people who have returned to work are traitors to our cause. They have joined the ranks of the enemy, and they ought to be treated as such" (p. 9000).

Senator Mundt took exception to this statement by Mazey:

"Now let us take one of these men. He has a job, and a family, and a career of experience working in the plant. If he goes to work or if he went to work during that strike, do you consider him a traitor?"

Mazey said "yes" because, he asserted, if a majority of employees in a plant vote to strike, it is the same as if the Congress of the United States voted to go to war.

The chairman apparently could not allow such an arrogant and patently false analogy go unchallenged. He reminded Mazey that: "We are not talking about war. We are talking about the right of an individual to make a decision to follow a livelihood for himself or his family" (p. 9064). Nor would the chairman concede there was, as Mazey insisted, "a great deal of similarity." He put the matter, but perhaps not Mazey, in proper perspective when he told Mazey that:

"I do not think so. I think a man who has a job who wants to go to work, should have the right. I think you should have the right to strike and you should have the right to put those pickets out there * * * but you do not have any right to mass them in front of the gate where a man who wants to go to work cannot get in" (p. 9064).

President Walter Reuther is more precise with language than Mazey, his second-in-command, but he is also less candid. However, the record shows his doubletalk reduces to essentially the same thing. Senator Goldwater wanted to know if Reuther agreed with the above-quoted Mazey theory that:

"The people who have returned to work are traitors to our cause. They have joined the ranks of the enemy * * *. During the war (when they joined the ranks of the enemy) they were shot, when convicted."

Reuther declined this offer to repudiate the Mazey doctrine. Instead, he resorted to the customary evasion which characterized his entire performance before the committee:

"Well, I would choose my words much more carefully than Mr. Mazey did. I think that his words are very descriptive, but I would think that they were not chosen too carefully" (p. 10047).

When pressed hard by Senator Goldwater for an answer, Reuther finally said that he would "describe this fellow" in these words:

"I think he is not the kind of person who helped build America. I think he is not the kind of person who helped make social progress in America, to make America strong" (p. 10048).

Robert Burkhart, the UAW's chief propagandist who was "in general charge of the situation" at Kohler (p. 8625) further articulated this philosophy. Although he insisted that, of course, he was "not a violent person" (p. 8633), his utterances do not bear him out. In one of his speeches to the Kohler workers (later broadcast in Sheboygan), he characterized nonstrikers as "germs which would pollute our (union) solidarity" (p. 8640) and went on to say that:

"These 'germs' are the ones who are prolonging this strike, and anything that happens to those people will—and I am not saying this as any plea to violence against them in any sense of the word—but anything that happens to them as being accursed from now on out, if I can use such a term as that, certainly they have got to live with it. They have made their bed and they have got to lie in it.

"Now, we know who they are. We have taken pictures of them. We have taken down the license plate numbers, we have made notes of what their names are, and just like anything else in life, every action has a reaction. You cannot do anything in this life but that something happens in consequence for your actions *and those people should not go without those consequences*" [italic supplied] (p. 8644).

Burkhart apparently decided to leave as little as possible to the imagination of his listeners. He pointed out that back in his hometown of Toledo, Ohio:

"It isn't necessary to have a picket line around the plant, not 35 pickets, not 6 pickets. We usually station one or two guys out there and sometimes, as I said before on other occasions, we merely put a sign on the gate. I predict to you that the time is coming in Sheboygan County, after these people learn the lesson they have coming to them, that it will no longer be necessary for us to have large picket lines, either. They will have learned their lesson and will have learned it well" (p. 8645).

When interrogated by Senator Mundt about these ominous and inflammatory words, Burkhart protested that he was referring only to the

"lesson" which social ostracism would teach the nonstrikers. He did not expressly say, he needlessly pointed out, that violence should be used against the nonstrikers.

However, as the speech continued, Burkhart exhorted his audience to keep after the nonstrikers, especially by calling them on the phone and using "expressive language." Although, for the record, he advised against threatening or coercing anybody "or anything like that," he went on to say:

"Let's do everything we can to keep them away from the plant before they get to the picket line. As for the smaller number of them who would have even courage enough—and I hate to use a decent word like 'courage' in this respect—to come to the picket lines in spite of the fact that they know the picket lines will be fully manned—as for them, they are going to have to take their chances when they get there" (p. 8646).

Burkhart's speech, despite the careful qualifications, was not only a clear incitement to violence, insofar as it was addressed to an audience of strikers; it was also in itself a clear threat of violence to the nonstrikers. There can scarcely be any doubt, since it was broadcast by radio, that it was heard by many nonstrikers and that the word got around even more. Burkhart's speech constitutes proof, therefore, not only of the international's responsibility for the unlawful obstruction, but also of its participation therein. It also tends to fix international responsibility for the demonstrations at the homes of nonstrikers, for the vicious vexation of the "telephone campaign," and for all the other persecution of nonstrikers and their families.

(A) The "germs," "traitors," and "enemies of progress"

There were more than a thousand Kohler workers whose only crime was that they wanted to continue doing what they had been doing for a long time before the UAW's new brand of law and morality came to Sheboygan—viz, report to work at the plant. The record contains affidavits attesting to more than 800 specific acts of violence and vandalism visited upon these nonstrikers or their families. Nor were these assaults and atrocities the result of mere "strained emotions," as the UAW officials tried to make the committee believe. Instead, they were deliberately planned and professionally executed. But such treatment is no more than the due to these outlaws who, according to the UAW thinking expressed by Burkhart, Mazey, and Reuther are "germs," "traitors," and "enemies of progress."

The entire list of these outrages against the persons and dignity of these law-abiding Americans is too long and sordid to recite here. However, a dozen or 50 examples will suffice to show the moral degeneration of their persecutors:

1. *John Elsesser* is a case in point. A Kohler employee since 1950, Elsesser refused to join either the UAW or its strike and returned to work as soon as the mass pickets were removed. His testimony before the committee was as follows:

"Mr. KENNEDY. Now, during that period of time when you came back to work, did you receive telephone calls? * * *

"Mr. ELSESSER. Yes, sir, I did.

"Mr. KENNEDY. What kind of telephone calls did you get?

"Mr. ELSESSER. Just regular ordinary telephone calls. They called me scab and dirty names and things like that.

"Mr. KENNEDY. Were they continuous? Did you get a lot of them?

"Mr. ELSESSER. Intermittent, day in and day out, and in the course of the evening, 11 o'clock or 3 o'clock in the morning, just so I would be awake most of the evening.

"Mr. KENNEDY. Now, on March 26, 1955, had you planned to go out to a movie?

"Mr. ELSESSER. I did.

"Mr. KENNEDY. Did you go out to your car?

"Mr. ELSESSER. Yes, sir. * * *

"Mr. KENNEDY. And did you notice there was something wrong?

"Mr. ELSESSER. It wouldn't start.

"Mr. KENNEDY. So what did you do?

"Mr. ELSESSER. So my wife got out of the car and she went into the house—I believe it was for a flashlight—if my memory serves me right—and in the meantime the car started.

"So I pulled the car ahead to the picket fence so my wife could get in better and she was out and as she was going to get in the door there was an explosion in the rear end of the car. * * *

"Mr. KENNEDY. What happened?

"Mr. ELSESSER. Well, the explosion occurred and she held her ears, and she screamed, and I thought there was something under the hood; and I couldn't tell from where the sound was coming from; and she screamed and held her ears and she said, 'I have a broken eardrum.' I imagine she had a pain in the ear.

"We called the police and they came over to investigate and found several fuses in the rear. * * *

"Mr. KENNEDY. Did they determine what had caused the explosion?

"Mr. ELSESSER. They determined it was dynamite. * * *

"Mr. KENNEDY. So the dynamite—if you hadn't moved the car forward—would have gone off right underneath the car?

"Mr. ELSESSER. Yes, sir" (pp. 8675–8676).

Elsesser also had his car and home paint-bombed, and gave the following account of an assault upon him in the neighborhood tarven:

"Mr. ELSESSER. * * * There were two of us went into this particular tavern, a friend and myself, and I believe we were the only Kohler workers in there. We were at the bar 10 or 15 minutes, and there was another fellow in there, and I know him but I just can't think of his name.

"And he kept calling us 'scab' and 'scab' and different names, and we never paid any attention to him and we just ignored him. After about 15 or 20 minutes, Roger Bliss and Roger Fredericks, local union boys came, and about six other fellows behind them.

"They came in and harassed us and called us names. We paid no attention to them, and they started kicking. They kicked me two or three times, and I went back to the bar and put my elbows on the bar, so I figured, if they did come to me, I would be prepared.

"So the other fellow turns his back to him. Roger Fredericks, he came from the rear and kicked him as hard as he could from the rear.

"I said to the man at the bar, 'Why do you let this go on? Why don't you call the police?' He said, 'It is no concern of mine. Do you want to call the police?' And I said, 'No, I will call my wife.' And I figured that way we would call the police. And this bunch of fellows got in front of the telephone, and said, 'What do you want to do?'

"I said, 'I want to call my wife.' But really I wanted to call the police and I figured that was the only way I could get through. They started kicking me in the groin, and kneeing me in the groin, and I went back to the bar again, and I gave the bartender a dime and asked him whether he would call a taxi for me, and he said, 'Yes,' he would call me a taxi, and asked, 'Do you want to leave?' And they wouldn't let us out the door again.

"So we did worm our way out of there, and there were three or four people ahead of me, and I gave this one fellow a shove, and he went halfway through, and he finished up and as soon as he was through, I got behind him and in a cab and drove about two blocks and I came back, and I walked back and took my car—and it was across the street—and I went down to the police department and reported it.

"I served a warrant on Roger Bliss and Roger Fredericks, and I believe they picked them up" (pp. 8679–8680).

Although Bliss and Fredericks were picked up, according to Mr. Elsesser, they were released on bail and after several adjournments of the case he dropped the charges.

2. *Gilbert Moede* had worked for Kohler since 1926. He was not in favor of the UAW, he said, and would obviously have not understood why he should be considered a "traitor" or "enemy of progress" because he wanted to continue doing the thing he knew best. The chairman asked Moede: "Do you feel you are fighting for your rights just as much as the union men claim they are fighting for theirs?" Moede answered:

"Well, here is the Constitution * * *. It gives me the right to earn my living. If I can't work, how am I going to exist?"

The chairman understood and agreed. He said, "I think it is one of the highest civil rights we have, the right to work" (p. 8723). For exercising one of his "highest civil rights," Moede was also brought to account, as shown by the following colloquy:

"Mr. KENNEDY. Did you receive any telephone calls?

"Mr. MOEDE. I have no telephone. But I had threats on the streets and other things. * * *

"Mr. KENNEDY. Did you find some vandalism in connection with your cottage?

"Mr. MOEDE. Yes, sir.

"Mr. KENNEDY. Would you tell what happened?

"Mr. MOEDE. Well, my folks live in Oshkosh, and at Christmas morning I went up to Oshkosh to see my dad, and then I also went up to the cottage, because by the cottage—my wife's brother died in the first war, so at Christmastime and holidays we always put a bouquet or something on it.

"I went up there and I attended the cemetery first, and then I went over to the cottage and I opened up the boathouse. Then I went up to the cottage. I was going to open up and I thought, 'Oh, I must have forgotten and left the door open.' So I looked in and then I see there was a mess. Then I looked from one room to the other. I have pictures here to show it. * * *

"Then I went up to Detrich and he called up the sheriff's department.

"He called up the sheriff's department and the sheriff's department came out, not the sheriff but his undersheriff. Then in the meantime, while he was coming, then I went to the boathouse with Fred Detrich and there we see that all the boats, motors, and everything else, was damaged.

"Then the sheriff came, one of his deputies on the undersheriff, and then when he saw all the damage, and acid thrown on the Bible—and at that time we didn't know it but last year when we went up there and we was going to take some of these flags and put on my brother-in-law's grave, I see that they even threw the acid right on those, too" (pp. 8724–8725).

3. *Dale Oosdyk* had worked at Kohler for 12 years and refused to join the UAW because he didn't like the "tactics the UAW was using to try to influence people to sign up" (p. 8410). By non-UAW standards Oosdyk would not be considered a "traitor"; indeed, some would call him a patriot. He had served on active duty with the Navy for 4 years during World War II and is now a captain in the Army Reserve. Captain Oosdyk told the committee what happened to him one night when he tried to infiltrate the "enemy" lines around the plant.

"Well, I went to the plant late Sunday evening, because my brother had told me they were going to pull the plug and no one would get into the plant the next morning; so, I managed to get into the plant that Sunday evening. Normally, I did not start work until 6:30 in the morning, but I was told I would not be able to get in. * * *

"Mr. KENNEDY. Then you had a meeting of the National Guard Monday night?

"Mr. OOSDYK. Yes, sir.

"Mr. KENNEDY. You sneaked out their back field?

"Mr. OOSDYK. That is correct. * * *

"Mr. KENNEDY. How many others were with you?

"Mr. OOSDYK. Four others. * * *

"Mr. KENNEDY. You were caught?

"Mr. OOSDYK. Yes, sir.

"Mr. KENNEDY. Will you tell what happened?

"Mr. OOSDYK. Well, while we were going through the field, it was dark, and somebody spotted some of the pickets lying in the field and they started to chase us and we ran and we came to a snow fence, and we separated and I jumped over this snow fence.

"It was quite muddy. This was in April of 1954, and it slowed me down, and I noticed some more pickets in front of me, and I turned and I almost ran right into them. One of them jumped on my back and about that time there were at least three or four more there and some of them kicked me in the back and on the side, and two of them picked me up by the arms. One picket was very small, and he hit me on my left temple while the other two were holding me, and at that time they swore at me and called me names and that I ought to be killed for trying to go to work. * * *

"Mr. KENNEDY. What did they do to you then?

"Mr. OOSDYK. They dragged me back to what the union calls the soup kitchen, which was a good half mile from where I was caught on company property.

"Mr. KENNEDY. What happened there?

"Mr. OOSDYK. Before I got there, they had sent a runner back to let them know that they caught a scab, and, before I got back to the soup kitchen, which was a good half mile from where I was caught, we got out of the field. This was Mr. Frank Sahorske from the union and some other union members waiting to escort me into the soup kitchen. At this point I told them I had lost some money and I would like to go back, first, to look for it, but they refused to let me go back. * * *

"Mr. KENNEDY. How long were you kept at the soup kitchen?

"Mr. OOSDYK. I would say 45 minutes.

"Mr. KENNEDY. Did they threaten you at the soup kitchen?

"Mr. OOSDYK. Yes, sir.

"Mr. KENNEDY. What did they say to you? * * *

"Mr. OOSDYK. I tried to use the phone, and they told me to sit down. Every time I got up to use the phone, they grabbed me and threw me down on the chair. Right after they kept me seated on the chair, they put a card in front of me and told me to put my name and my clock number on the card and where I worked. * * *

"Mr. KENNEDY. They tried to sign you up with the union?

"Mr. OOSDYK. Yes, sir.

"Mr. KENNEDY. Who was present?

"Mr. OOSDYK. At the time I did not know them, but it was Donald Rand, who was the one who took me by the arm first.

"Mr. KENNEDY. Who is Donald Rand?

"Mr. OOSDYK. He is a representative of the UAW-CIO.

"Mr. KENNEDY. Was he doing some of this, and was he one of those who were yelling at you?

"Mr. OOSDYK. Yes, he was; and he was the one that took hold of my arm and slung me down to the chair. Later on, after I knew it was useless to try to get out, he said over the public address system that scab hunting was good and they should get some more fellows to go, and go out and look for some more scabs.

"Mr. KENNEDY. Who else, besides this man was there?

"Mr. OOSDYK. Well, there were quite a few people there. The next person who talked to me was Jess Ferrazza.

"Mr. KENNEDY. What did he do?

"Mr. OOSDYK. He was a union representative, too, and he came up, and he was very polite when he came up, and he took me over in the corner and he told the rest of them to leave me alone, and he wanted to talk to me. He told me it was a good thing I was not in Detroit, because I would have been killed for trying to go to working during a strike. I told him that at that time I thought we had our rights to go to work. The law stated that if you did not belong to the union and if the doors were open for work, you could go to work. That is what I had planned on doing. Then Mr. Bower came in. * * *

"Mr. KENNEDY. Then Art Bower came, and what did he do to you?

"Mr. OOSDYK. Well, knowing him, personally, he took me on the side and he told me I was a damn fool for trying to come to work, and that I should know better, and he would take my picture and they would paste it up all over the country, showing the people that I was a scab, and trying to get back to work while the company was on strike. He said if I did get back into the plant, and they did settle

the strike, he said somebody is sure to get you and they are going to drop a ram on your head. * * *

"Mr. KENNEDY. How were you treated after that? Did they mistreat you some more?

"Mr. OOSDYK. After that time, Mr. Bower told me he would take me home, so I would not get beat up any worse" (pp. 8410–8414).

4. *Willard Van Ouwerkerk* was a man over 50 years old, was 5 feet 6 inches tall, and weighed 125 pounds. One night during the strike, he and his wife went to a neighborhood tavern, where he was accosted by a woman who identified herself as Mrs. Robert Burkhart. She asked why he did not want to join the union. When Van Ouwerkerk indicated that he wished to continue working, she said, according to his testimony, "Well I will call somebody." He gave the committee the following account of his experience:

"I didn't want to get into anything. Then as I got off the stool, somebody hit me from behind, in the back of the head. * * *

"Mr. KENNEDY. You were knocked down then?

"Mr. VAN OUWERKERK. I was knocked unconscious. I was on the floor. * * *

"Mr. KENNEDY. Afterward, was it related to you as to what happened when you were knocked down to the floor? * * *

"Mr. OUWERKERK. Well, they told me that this person had worked on me with his feet on my back. * * *

"Mr. KENNEDY. Once you were knocked to the ground from behind, the man then began to kick you, is that right?

"Mr. VAN OUWERKERK. That is right. * * *

"Mr. KENNEDY. How many ribs did you find were broken?

"Mr. VAN OUWERKERK. It was either three or four. * * *

"Mr. KENNEDY. Were you beaten in any other place?

"Mr. VAN OUWERKERK. Well, I had a punctured lung, and then I contracted pneumonia from that lung. * * *

"Mr. KENNEDY. How long were you in the hospital?

"Mr. VAN OUWERKERK. I was in there some 20-odd days. I think it was 22. * * *

"Mr. KENNEDY. Now, subsequently, charges were brought against this man?

"Mr. VAN OUWERKERK. They were.

"Mr. KENNEDY. And that was found to be Mr. William Vinson?

"Mr. VAN OUWERKERK. That is right.

"Mr. KENNEDY. And he is an international organizer for the UAW?

"Mr. VAN OUWERKERK. That is right" (pp. 8868–8870).

Vinson, who was defended by UAW attorneys, was subsequently found guilty and sentenced to 2 years in jail, of which he served 13 months. Although he did not deny his attack on Van Ouwerkerk, he insisted he he got a raw deal in his trial: "My position," he declared, "is I think I got a very unfair and unjust trial on the sentence side of it" (p. 8876). Vinson testified that at the time he assaulted Van Ouwerkerk, he was 27 years old, was 6 feet 3 inches tall and weighed about 230." Vinson's reason for this assault was as follows:

"I came out of the restroom and as I came out of the restrooom I heard somebody say, 'Let's get the hell out of here; there is too many union people here.' So I lost my temper and I hit him" (p. 8876).

While the UAW leadership professed opposition to the wholesale violence and vandalism, they made no effort to prevent such action. In fact the UAW condoned and approved such conduct by paying the legal fees, fines, and court costs arising therefrom. For example, Vinson, who admitted he "was arrested about four times," declared that all his fines and court costs were paid, not by him, but by the UAW. In addition thereto, Mazey told the committee:

"* * * while Bill Vinson was in jail, we gave his wife $50 a week, the local union gave, local 212, which happens to be my local, Senator, a local that I organized, also gave his wife $50 a week, and the way the matter was handled, the international union gave her a check of $100 a week, and every 3 months the local would reimburse the international union for its share of this obligation.

"Senator GOLDWATER. Do you think that is a proper expenditure of union dues money?

"Mr. MAZEY. Yes, I do, sir * * *" (p. 8955).

Although Walter Reuther's vocal condemnation of Vinson was predictably vigorous, he still managed to make the UAW's compensation seem but a humane act:

"I think Mr. Vincent (Vinson) hurt our union no end. I for not 1 second will defend what he did, because I think he was wrong. He was punished. He should have been punished. Things that we did [were] to help his family. His family didn't make the mistake. I did not think they should be punished" (pp. 10007–10008).

Mr. Reuther, in his testimony before the committee, deplored the use of "finks" by employers during the early days of union organization. In fact, he attempted to make a martyr of himself by repeatedly recounting the rough treatment he once allegedly received at the hands of paid strikebreakers. However, sympathy for Reuther tends to wane when we examine the record with respect to the strong-arm activities of John Gunaca, one of his paid goons.

5. *William Bersch, Jr.*, testified under oath to Gunaca's brutal assault upon him and his father. Bersch, Jr., had joined the UAW but did not support the strike. After the mass picketing ended he returned to his job at Kohler, as well as working part time in a gasoline station. Herewith are portions of his testimony:

"Mr. KENNEDY. Could you tell us what happened at approximately 9:30 or 9:25 on the evening of July 4?

"Mr. BERSCH. I was working there [service station], and my father was there. He came over. He just lived across the street. He came over to see what I was doing. The next day we were going to go fishing. * * *

"Mr. KENNEDY. At that time, did an automobile draw up?

"Mr. BERSCH. Yes; a 1953 Buick pulled up in back of the wash rack of the station, while I was working at the pumps.

"Mr. KENNEDY. What happened then?

"Mr. BERSCH. Well, when I got finished at the pumps, I went over to see what he wanted, and it was a fellow by the name of Nick.

"Mr. KENNEDY. Nick Vrckovic,[7] is that right?

"Mr. BERSCH. I think it is.

"Mr. KENNEDY. And you had known him before?

[7] Vrckovic is now serving a 6-month jail sentence for his part in this incident.

"Mr. BERSCH. I had known him approximately 5 or 6 years ago. * * *

"Mr. KENNEDY. He was a member of the UAW and supported the strike?

"Mr. BERSCH. Yes.

"Mr. KENNEDY. What words did you have with him at that time?

"Mr. BERSCH. I went over to find out what he wanted, and I told him I just didn't have time. It was 9:30 in the evening already and I couldn't get to it. After that, then he said, 'Well, I heard you are scabbing at the Kohler.'

"I said, 'I didn't call it scabbing. I am making a living for my family.'

"Well, then he went back to have his brakes checked, and I said I couldn't do it. He got pretty rough, so I just turned around and walked away and I went back into the office of the station. I picked up the telephone——

"Mr. KENNEDY. Who were you going to call on the telephone?

"Mr. BERSCH. I was going to call the sheriff's department. * * *

"Mr. KENNEDY. And the words between yourself and Vrckovic had been such that you felt it necessary?

"Mr. BERSCH. Yes. He got pretty—I wouldn't know the words to use, but farther than an ordinary customer does. * * *

"Mr. KENNEDY. How many people were in the car?

"Mr. BERSCH. There was three people in the car.

"Mr. KENNEDY. And Vrckovic was driving the automobile?

"Mr. BERSCH. Vrckovic was driving. * * *

"Mr. KENNEDY. You went back in and picked up the telephone to make a call?

"Mr. BERSCH. As I picked up the telephone, a fellow came in on the left side of me and put his hand between the telephone and receiver and broke the wire right off the receiver, and at the same time he hit me on the left side of my face and knocked me across the floor about 5 or 6 feet against a steel safe that was in the corner.

"Mr. KENNEDY. This was not Vrckovic?

"Mr. BERSCH. This was not Vrckovic.

"Mr. KENNEDY. It was one of the other two men?

"Mr. BERSCH. Yes.

"I was down and he trampled on me a little bit, and at the same time my father seen that and he came in the office, and then they jumped him.

"Mr. KENNEDY. Had he gotten a small children's baseball bat out of the automobile?

"Mr. BERSCH. Yes; it was a baseball bat in one of the cars that were in the station. He picked that up. * * *

"Mr. KENNEDY. How old was your father at that time?

"Mr. BERSCH. At that time he was 65.

"Mr. KENNEDY. He came into the station to try to assist you? What happened then?

"Mr. BERSCH. They then jumped on him and beat him up while I was down. I don't know what they hit him with. He got hit in the head and broke a vertebra.

"Mr. KENNEDY. Were you conscious or unconscious during this time?

"Mr. BERSCH. Well, I just remember coming to. I must have been unconscious for a short time. * * *

"Mr. KENNEDY. Do you know whether there was one or two men that attacked your father?

"Mr. BERSCH. I don't know. I was down at that time, and when I got up, they were gone already.

"Mr. KENNEDY. And you don't know if Vrckovic was one of those?

"Mr. BERSCH. No; I don't.

"Mr. KENNEDY. You don't know what happened as far as your father was concerned or who hit him?

"Mr. BERSCH. No; I don't.

"Mr. KENNEDY. All you know is he was knocked down?

"Mr. BERSCH. He was knocked down. * * *

"Mr. KENNEDY. And the car drove away. Were you able to identify either of the other two men?

"Mr. BERSCH. Yes; I got a good look at the man on the outside, the right-hand side of the car, as I was waiting on customers, when they were waiting.

"Mr. KENNEDY. And were you shown some pictures?

"Mr. BERSCH. Yes; I was shown some pictures. * * *

"Mr. KENNEDY. Were you able to pick out from those pictures the man who was sitting on the outside of the automobile?

"Mr. BERSCH. Yes; I was.

"Mr. KENNEDY. Who did you identify him as?

"Mr. BERSCH. John Gunaca. * * *

"Mr. KENNEDY. Which one was he of those that participated in the brawl or beating * * *? Is he the one that hit you?

"Mr. BERSCH. He is the one that hit me; yes. * * *

"Mr. KENNEDY. And then trampled on you?

"Mr. BERSCH. Yes. * * *

"Mr. KENNEDY. What about your father? They broke his vertebra, but did he have to go to the hospital?

"Mr. BERSCH. Yes.

"Mr. KENNEDY. When did he go to the hospital?

"Mr. BERSCH. He went that same night" (pp. 9076–9079).

Bersch informed the committee that his father was in the hospital for 18 days as a result of the beating, and subsequently returned seven times due to further complications. The senior Bersch never fully recovered his health to the day of his death some 16 months later.

The direct testimony of Gunaca shed little or no light on the alleged assaults upon Bersch and his father. This was so because at the time he was under indictment from Sheboygan County, Wis., and his attorney, Charles Marston from Detroit, requested that "questions which pertained to the matter of the indictment be not asked of his witness." This request was granted by the Chair.

The indictment reads:

"Count 1, that on the 4th day of July A.D. 1954 at the city of Sheboygan Falls, in said county, said John Gunaca, also known as John Prico, John Ballerino, and John Moreski, did unlawfully, willfully, and feloniously assault another, to wit, William Bersch, Jr., with intent to do great bodily harm, contrary to section 341 of the statutes and against the peace and dignity of the State.

"Count 2, that on the 4th day of July A.D. 1954, in the city of Sheboygan Falls, in said county, the said 'John Gunaca and so forth,' did unlawfully, willfully, and feloniously assaut another, to wit, William Bersch, Sr., with intent to do great bodily harm" (p. 9113).

Gunaca, who had gone back to Michigan after his assault on the Bersches, was finally extradited to Wisconsin in the latter part of 1958, where he was convicted and sentenced to a prison term of 3 years. However, his case has not yet come to trial.

The fact that the UAW was subsidizing and protecting Gunaca and his family, was probed by Senator Goldwater:

"Senator GOLDWATER. I might ask this of the counsel: Who is paying for your services?

"Mr. MARSTON. Mr. Chairman, this is something, I think, that ought to be within the area of privilege between client——

"Senator GOLDWATER. Then I will not ask the counsel. I will ask the witness. Are you paying counsel?

"Mr. GUNACA. No, Senator Goldwater; I am not.

"Senator GOLDWATER. Who is paying the counsel?

"Mr. GUNACA. As far as I know, my local union is.

"Senator GOLDWATER. You know the local union is paying him, do you not?

"Mr. GUNACA. I assume they are, because I am not.

"Senator GOLDWATER. How long has the union been paying your counsel?

"Mr. GUNACA. Mr. Marston happens to be a legal adviser for our local.

"Senator GOLDWATER. Is Mr. Marston's firm permanently retained as counsel for local 212?

"Mr. GUNACA. That is the way I understand it, sir" (p. 9132).

6. *Mrs. Alice Tracy* did not join the UAW or the strike. She was and had been for 31 years a widow and, as a Kohler worker, able, without Federal or other aid, to raise four children. She was injured when she tried to cross the UAW's mass picket line and thereafter received many telephone calls, "all the filthy names you could lay your tongue to" (p. 8386–8393). But then she was not, in Reuther's words, one who had "helped to make social progress in America."

7. *Harold N. Jacobs* was another of the traitors to the UAW. He testified that for 26½ years his treatment by the Kohler Co. had been "very good," but no different from that accorded other employees; that the had "every reason to go back to work, and none at all to stay out"; that "I have nothing to offer but my labor. I sell that to them and they pay me for it, and I think the agreement is fair" (p. 8389). He, like the other nonstrikers, had yet not learned that in the new UAW era of enlightment such a backward view is exalting "property rights over human rights." But, like all others, he too could not breach the picket line and received his share of the vicious, dirty telephone campaign.

8. *Carl Yerkman*, father of five children, returned to the Kohler job he had held for 7 years. Being an enemy of progress in the United States, he received the usual treatment of paint bombs, telephone calls, and rocks thrown at his house. There was not much damage to his property rights but his "human rights" were trampled upon. He said that he was unable to get his children back to sleep

"for about five or six nights after the rock attack" (p. 87601); one rock broke window glass into the crib of his youngest child, "a dirty, lowdown, sneaky trick" (ibid.).

9. *Robert Hensel* was not an enemy of progress at first. He was a 20-year man at Kohler and a member of the UAW. However, he refused to vote for the strike and returned to work when the court enjoined the mass pickets. Then, having joined the enemy, he received the enemy treatment: nasty telephone calls, mob demonstrations in front of his home, paint bombing, and acid spraying (pp. 8751–8753).

10. *Peter Breu*, a nonjoiner, returned to work when it was safe to do so. His reward: home demonstration by a howling mob of 400 and paint bombs (p. 8779).

11. *Mrs. Ole T. Pladsm's* crime was that she was the wife of a 20-year man who returned to work at Kohler when the pickets dispersed. Her home, and four children were the targets of paint bombs and vile telephone calls (p. 8644).

12. *Mrs. Arleigh Gasse's* case and punishment were novel. She was the wife of a farmer and took a job at Kohler during harvest time. She said, "They put a good-sized bolt in a cornstalk" and "when my husband went to chop, it ruined our whole chopper" (p. 8763).

(*B*) *Those who "helped build America"*

The sneering references by Reuther and his cohorts to loyal, industrious American workers, described above, must be recognized for the plain distortions of truth and logic which they are. At the same time it is necessary that we examine and compare the character of those traduced with those who, in Reuther's opinion, have "helped make social progress in America, to make America strong." In excluding the nonstrikers from this latter category, Reuther undoubtedly intended to include himself and his fellow UAW bosses who tried in vain to bring a new age of enlightenment to Sheboygan.

1. *Jess Ferrazza*, administrative assistant to Emil Mazey, was no doubt on Reuther's list of those who made "social progress in America." He was also one of the "outsiders" imported into Sheboygan for mass picket line duty. According to the widow Tracy, Ferrazza was "standing right in front of me and he was stomping up and down like a racer would" and one of his victims was the widow Tracy who had some foolish notion of going to work that day (p. 8388). Congressman Clare Hoffman, of Michigan, a witness before the committee, introduced into the record a picture of five pickets beating up a nonstriker who was attempting to go to work during the UAW strike against the Ford Motor Co. in April of 1941. The Congressman identified Ferrazza as one of the assailants and declared: "That boy has been a member of the UAW, acting under orders—and Reuther is in this outfit—and for 16 years he has been beating people (p. 9388).

2. *Robert Burkhart's* activities during the Kohler strike have been detailed earlier in this report. It was he who coined the term "germs" for nonstrikers and exhorted the strikers to teach the backward citizens of Sheboygan the lessons they needed. He appeared to be an articulate advocate of the class struggle theory of unionism, which may have resulted from his membership in the Socialist

Workers Party, identified in the record as a revolutionary Trotskyite group which included some of the most notorious Communist leaders convicted for subversion under the Smith Act. Although Burkhart declared he left the SWP in 1947, when he became a convert to capitalism, Lyman Conger of the Kohler Co. disputed this claim. Conger testified:

"I say to you that I do not believe a word of his testimony—let me put it this way: That he may have left the Socialist Workers Party, but my dealings with him showed very clearly that the Socialist Workers Party had never left him, that his attitude and approach to all these situations was the attitude and approach of a confirmed Communist, which I believe, whether he is an active party member or not today, he still is" (p. 9548).

The record also shows that as of September 24, 1953, Burkhart and a woman who was passed off as Mrs. Burkhart, took an apartment in Sheboygan. However, the real Mrs. Burkhart was still back in Toledo, Ohio, with his and her two children. Thus, Burkhart was by background and character well qualified to be called one of those who had "helped make America strong."

3. *William P. Vinson*, the 230-pound bully boy who assaulted little nonstriker Willard van Ouwerkerk from the rear, with such ferocity that he drove some of the latter's broken ribs into his lungs, was a "builder of America," or as he put it, a "morale builder" at the Kohler and "four or five" other UAW strikes. A chief steward at the UAW Briggs local in Detroit, Mazey's "old local," Vinson admitted he was a member of the UAW's "flying squadron," elsewhere in the record identified as a "goon squad" (p. 8885). He served a 13-month prison term for this assault, and as of the time of the writing of this report had been arrested and was still awaiting extradition in Michigan in connection with the assault on the Bersches.

4. *Emil Mazey* would be the first to claim the title of "progressive builder of America." This report has already described his contempt for the nonstrikers and the laws of the United States. It will be recalled also how he traduced the character of the judge who presided over the jury trial of Vincent's assault upon Van Ouwerkerk. And when Mazey's assault upon the court for having the temerity to apply the law equally to the UAW was criticized by the Sheboygan clergy, Mazey denounced the priests as tools of Kohler and "not men of integrity" (p. 8920).

5. *John Gunaca* was one of the more "progressive" UAW goons to show up in the Kohler strike. Like Vinson, Gunaca was a chief steward from the Briggs local and a member of the UAW's "flying squadron" (p. 9110). According to William Bersch, Jr., Gunaca accosted him and his aging father in a filling station and mauled both so viciously that the elder Bersch was hospitalized for 18 days and never fully recovered his health to the date of his death some 16 months later. Gunaca was indicted in two counts, for the alleged assaults upon the Bersches, but fled back to Michigan to avoid prosecution. To the date of the committee hearing, the Governor of Michigan had refused to comply with the clear mandate in the Constitution of the United States and extradite Gunaca to Wisconsin to stand trial.

Reuther may believe, if he pleases, that such cheap thugs and demagogs as Burkhart, Ferraza, Vincent, Gunaca, and Mazey are the real

builders of a strong America. America is and was made strong by its free institutions of government, its system of free enterprise, and its free workers who include the Kohler employees, union member or not. But when Reuther represents that only UAW officers and members are entitled to credit, that only they are "the builders of America," he must not go unchallenged. The record will show that the chief contribution of Reuther and his UAW International has been, for 20 years, to impose by violent and bloody strikes a reign of terror and mob rule upon peaceful citizens, often secured by the corruption of local officers of the law, in Sheboygan, Detroit, Flint, and other communities in free America. In so doing, he and his associates have not only undermined many of the landmarks of constitutional government but also have destroyed both enterprisers and job opportunities. There are, in Detroit and elsewhere, many empty and crumbling plants which, so long as they stand, will remain monuments to Reuther's greed and destructive brand of "social justice."

(*C*) *UAW corruption of public officials*

The committee's investigation of the Kohler strike was not directed to the subject of political spending and influence of unions or management groups. That topic was one of the 11 items on the agenda adopted by the committee when it was formed but the only one not explored. But the record of the Kohler hearing does contain some evidence of how the UAW uses union dues to influence public officials in a fashion such as to alarm those who cherish impartial, even-handed justice, leaving to the imagination the enormity of the corruption which could have been unearthed had the committee investigated fully the untold millions of dollars which the UAW alone has spent for political purposes. It would be a disservice to the Congress and the American citizenry not to devote at least a portion of this report to the record vis-a-vis this subject.

The sheriff of Sheboygan County during the clay-boat riot was Theodore Mosch. He stated that this 1954 political campaign cost approximately $1,000, of which $300 was contributed by the Kohler UAW local and another $200 was from the CIO's Political Action Committee (PAC). In addition, a "farm labor political group" paid for at least one political advertisement to further his candidacy. He acknowledged: "I have been a friend of labor" (pp. 8487–8489).

That Sheriff Mosch was a "friend of labor" can be disputed unless the term "labor" means, as the UAW seems to think, only the UAW and the leaders. The record shows that his law enforcement was directed mainly against the Kohler Co. and the nonstrikers who were violating no law and in support of the UAW which was. He fully understood that his oath of office required dispersal of the mass pickets and the mob by force if necessary. Instead of doing what was his duty, he abdicated to the show of naked force. He did, however, make several arrests but expressed regret that he obtained no convictions. These "several arrests" were all of nonstrikers who were trying to defend themselves from assaults by the strikers; there were no convictions because the court saw through these travesties on justice.

Mayor Ploetz, like Sheriff Mosch, was beholden to the UAW for much of his campaign funds and was a good "friend of labor." Also

like Mosch, Ploetz demonstrated this friendship by his refusal to enforce the law against the UAW-inspired mob at the riotous clay-boat affair.

Mayor Ploetz, who has assumed full responsibility for policing the docks the day the clay was to be unloaded, had been forewarned by the Kohler Co. that certain UAW activity indicated a riot and that Kohler expected the law-enforcement officials of Sheboygan to prevent any "mob or riot interference with the unloading of the boat" (pp. 9477–9479). Moreover, the scene at the clay boat when Ploetz appeared there clearly indicated the mob intended to interfere with the rights of the Kohler Co. and the brothers Buteyne to unload the cargo. Yet, Ploetz pretended to the committee that he did not know what was obvious to anyone. The chairman expresses disbelief; he demanded of Ploetz: "Do you mean to say you were that dumb? Are you swearing that?" Finally, when confronted with the overwhelming evidence that his actions had been directed mainly to aiding the illegal efforts of the UAW to prevent the unloading, instead of dispersing the mob so that Kohler and the Buteynes could go about their lawful business, Ploetz admitted:

'I definitely would not allow the clay to be unloaded as long as the safety and welfare of the people was in jeopardy. * * * I think the obligation was more to protect the human rights than the property rights at that particular time" (p. 9436).

Ploetz' glib assertion that "human rights are more important than "property rights" merits careful attention. What he was really saying was that, in his view, only union members have "human rights" and that employers and nonunion employees have only "property rights." He was also unwittingly declaring that the UAW, to which he was indebted, had a right to deny the human rights of others whom the union opposed. Senator Mundt reminded Ploetz that the Buteyne brothers and their drivers, who were human beings too, were assaulted and a nonstriker had his human head bashed in, and asked Pleotz: "Who was threatening the safety and welfare of the people?" (p. 9443).

The record is therefore clear that it is the determination of the unions to force their own notions of what is "just" upon both employers and nonunion employees that causes labor violence and that it is the political cowardice of corrups, local law enforcement officials, such as Sheriff Mosch and Mayor Ploetz, which makes it possible. The specious doctrine of "human rights versus property rights" is demonstrably false. It postulates that wages cannot be determined by the laws of supply and demand in a free market because human rights are involved, thus confusing the labor of human beings with human beings themselves. In a free society, it is true that human beings cannot be bought and sold as a commodity; but it is equally true that the labor of human beings must be if they are to remain free. The only alternative is to have wages determined, without regard to the wishes of all workers, through either violent monopolistic practices, such as the Kohler strike violence, or by Government fiat. Harold Jacobs, one of the nonstrikers, wore no Phi Beta Kappa key on his blue shirt, but he obviously saw through the duplicity of the New Economics when he told the committee:

"I have nothing to offer but my labor. I sell that to them (the Kohler Co.) and they pay me for it and I think the agreement is fair" (p. 8398).

Jacobs seems to understand what any reasonably competent lawyer in America knows, that a property right is also a human right. Those who mouth the nonsense that there is a difference are more often than not, like Reuther and Ploetz, intent upon covering up the fact that the big unions and their leaders, like the UAW and Reuther, exercise monopolistic power and special privilege in a society which is, in theory, dedicated to the eradication of both.

Earlier in this report we have described the case of John Gunaca, who was imported by the UAW into the Kohler strike as a paid goon and how he assaulted nonstriker William Bersch and his father in July of 1954. The record also shows that Gunaca was indicted by the Wisconsin court for the alleged assaults and fled back to the State of Michigan to avoid prosecution and that at the date of the hearing, almost 4 years later, Gov. G. Mennen Williams had refused to extradite Gunaca back to Wisconsin as requested by the Wisconsin authorities and as required by the Constitution of the United States. By January 1960, as this report was completed he had been extradited, tried, sentenced and convicted to serve a prison term of 3 years; William P. Vinson had been arrested in Michigan for his part in the same beating, but was still awating extradition.

Reuther admitted that Governor Williams had been elected to each of his six terms with UAW backing, both money and manpower, but denied that any *official* of the UAW, including himself, had intervened with the Governor to prevent extradition. However, under further examination, he conceded that, while no *officer* of the union had ever asked the Governor to deny extradition, the UAW had paid the expenses of the attorney for Gunaca who did so (pp. 10126–10127). Reuther denied that the Governor was a political debtor of his and insisted that he and the UAW were interested only in a fair trial for Gunaca which was impossible in Sheboygan County because of the hostility of prospective jurors to the UAW. This excuse is somewhat doubtful for two reasons: (1) It contradicted his earlier claim that the people of Sheboygan County were predominately pro-UAW and anti-Kohler and (2) under the laws of Wisconsin, Gunaca could have moved the court for a change of venue to another county upon a showing that a fair trial in Sheboygan was unlikely. Under the circumstances, therefore, it is permissible to infer that a fair trial was the one thing Gunaca and the UAW did not want and that Senator Curtis was correct when he observed to Reuther that "I contend that the administration of justice has been corrupted" (p. 10129).

The *Gunaca* case is not the first one in which Reuther and his UAW have received special considerations from Governor Williams of Michigan. The record shows that in October of 1948, Thomas J. Flynn, one of Reuther's international representatives, was arrested for picket line violence, found guilty of the court and sentenced to a term of 18 months to 4 years. As usual the UAW provided Flynn with paid counsel and a full measure of due process. His conviction and sentence were approved by the Supreme Court of the State of Michigan, which prompted this tirade from August Scholl in the Michigan CIO News on April 12, 1951:

"Republicans in the legislature stick the knife in labor's back and then those who administer and interpret laws twist the knife.

"There are indications also that workers cannot expect justice from the highest tribunal in Michigan, the State supreme court" (p. 10122).

Following this usual pattern of union criticism against the courts for having the courage to apply the laws equally to the UAW, Governor Williams commuted Flynn's sentence to a month and a day.

Senator Curtis asked Reuther to comment on two newspaper accounts of the Governor's solicitude. One of them, in the Detroit Free Press, dated August 16, 1951, under the headline, "Governor Opens Jail for Labor Leader," reported:

"UAW worker, Thomas Flynn, was released from prison by clemency action by Governor Williams. Flynn's case has been a controversial issue for 2 years. He was sentenced to serve 18 months to 4 years for overturning an automobile during a strike August 18, 1948, at the Nylon Products Co., St. Joseph.

"Governor Williams commuted the sentence to the time served which was only a month and a day" (p. 10124).

The other dispatch was from the Detroit News of August 17, 1951, under the headline, "A Picketline Goon Goes Free and Soapy Pays a Political Debt." After stating, "There never was any doubt of his guilt," it continues:

"The fact of the matter is that Governor Williams has bowed to the demands of his political creditors in the UAW–CIO that he set aside the verdict of the court in this case. His action was taken over the protest of both the prosecutor and the trial judge.

"In the words of the prosecutor, he proclaimed a double standard of law, one for ordinary people and one for unionists on the picket line" (ibid.).

Reuther admitted that Governor Williams had pardoned Flynn but stoutly denied that the Governor was beholden to him for political support or that any official of the UAW had ever talked to the former about the *Flynn* case. The record shows that one Nicholas Roth, a UAW attorney, accompanied by Emil Mazey, did ask Governor Williams to grant executive clemency to Flynn and that the Governor did so (p. 10123).

There are many ways by which corrupt union officials can and do corrupt public officials who are charged with the duty to administer the laws of the Nation impartially to all citizens. All human experience teaches that once the government places its thumb upon the scales of justice, the class prefered soon takes on the mantle of government itself. That is the clear and present danger which Reuther and the UAW pose to the State of Michigan and to America.

APPENDIX C. THE PERFECT CIRCLE STRIKE

Although it was of comparatively short duration, one of the most violent episodes ever recorded by the committee was the UAW strike against the Perfect Circle Corp.'s plants in 1955. Continuing its investigation of UAW strikes, the committee heard from witnesses who framed a pattern of violence, similar in every case and which descends upon companies which attempt to continue operations during UAW strikes.

Perfect Circle Corp., now almost 75 years old, is a manufacturer of piston rings with its four plants in Indiana. Its main factor is at Hagerstown, its machinery and sleeve casting plants are at Richmond; the foundry is at New Castle.

The company is one which has a history of generally good relations with employees, having accepted unionism from the time the New Castle UAW local was recognized without an NLRB election in 1937, early in the days of the union movement. The wages and benefits received by Perfect Circle employees prior to the strike were above the average for the industry; in some instances wages ran 20 to 25 cents per hour higher than competitors. It has always been a Perfect Circle policy to grant each employee the right to join any union of his choice voluntarily. It has consistently refused to sign contracts with any union whereby the company was required to force membership on employees as a condition of employment (p. 10260). As a result of this policy, company President Prosser stated:

"Generally speaking, our relations with the local unions have been good. * * * The exceptions have been when the international has tried to force a union-shop agreement" (p. 10264).

I. THE ISSUES

During the first half of 1955 when negotiations began for a new contract, the union presented a package to the company which demanded the following:

1. Twenty-one cents an hour wage increase.
2. Greater supplemental unemployment, retirement, and insurance benefits.
3. Correction of what the union described as "wage inequities."
4. A contract requirement calling for compulsory arbitration of issues.
5. A union shop.

On the first three points, the company was willing to negotiate, but remained intransigent on the latter two.

Mr. Raymond H. Berndt, director of UAW region 3, which includes the States of Indiana and Kentucky, charged that the company "refused to include a provision for effective arbitration in its contract and refused repeated offers made by both impartial outsiders

and the UAW to arbitrate the issues in dispute and thereby avoid or end the strike."

Company President Prosser answered as follows:

"It seems to me that there is a lot of confusion in people's minds about arbitration. We are not opposed to the principle of arbitration, but we are opposed to arbitrating principles, and it is not common practice at all for companies to arbitrate matters to be included in the contract. In this particular case, we could not possibly agree to arbitration because the principal issue in dispute was the union shop, which, as I mentioned also before, we consider a matter of principle, and we would not leave a decision on that up to some third party.

"After the three unions at Richmond and Hagerstown asked for decertification, then we were in a position where 65 to 70 percent of the employees were actually working, and a minority group was asking us to sign a contract with them in spite of all the emotion, tension, and violence and everything that had gone on.

"So we had no legal obligation to arbitrate those matters. We repeatedly asked the union to enter into negotiations for New Castle, which they refused to do" (p. 10373).

Prosser thus reasoned:

"The strikes were called because the company would not agree to include a union-shop clause in the contracts under negotiation. We do not think it was for the benefit of the workers that the union wanted a union shop. Our wage offer was higher than any in the piston ring industry.

"The wages and benefits our employees received were well above the average for the industry. Two of our major competitors who granted a union shop years ago offered at the time less employee benefits than we and have wage rates that average 20 to 25 cents per hour below ours.

"There was never any question in our minds about the union shop being the critical issue of the strike" (p. 10259).

II. THE STRIKE VOTE

A breakoff point was reached, strike votes were taken, culminating in the strike on July 25, 1955, in the four plants. In Hagerstown there were 728 people in the bargaining unit, and 131, or 18 percent, voted for a strike. In New Castle, there were 259 in the bargaining unit and 130, or 50.2 percent, voted to strike. At Richmond machine plant, there were 246 in the bargaining unit and 63, or 25.5 percent, voted to strike. In the Richmond sleeve-casting plant, there were 89 in the bargaining unit and 16, or 18 percent, voted to strike. Of the total of 1,322 employees, 340, or 25.5 percent, voted to strike (p. 10374).

III. SUPERVISED RIOT PLANS

As long as a month before the strike, Prosser declared, intimations were made that it would be a rough one. He produced three affidavits filed with the NLRB by disenchanted union members who had attended prestrike meetings. One deposed that UAW international representative William Caldwell had told the meetings that:

"* * * we would have plenty of help and no one would go in and out of the plant while the strike was on. He said that if anyone needed their heads to be bashed in, there would be someone to take care of it. He insisted that this was the time that Perfect Circle would be brought to its knees and nobody would stop it. He promised us that the international union would be behind us with a $2 million strike fund to take care of us while we were on strike and no one had an excuse for going back to work."

He had also told the personnel manager: "If a strike occurs, it will be the roughest thing you have ever seen. There will be outside people come in, cars will be overturned, and someone will get hurt" (p. 10259).

Another quoted Caldwell as saying that "he would get us out of jail if we were put in for knocking heads and there would be plenty of money if it was needed" (p. 10266) "and there would be plenty of help to keep the plant shut down" (p. 10304); while a third attributed to Kenny Ammerman, then chairman of the bargaining committee, a statement that the union intended "to bring in thugs to do their dirty work" (p. 10265).

Caldwell's lawless intention to make a mockery of law and order by directing pickets to close the plant at any cost was borne out by the uncontrolled violence which followed. This flagrant violation of law and the injunction which had been obtained was ended only by the arrival of National Guard troops sent pursuant to a declaration of martial law when it was found that the riot amounted to an insurrection. Even then Caldwell would not agree to peaceful picketing unless management *only* was allowed to enter the plant with production stopped (p. 10355; exhibit 1G). The actions of this man demanded explanation and certain members of the committee insisted he be called as a witness. But when the appropriate time to call him came, they were informed by Counsel Kennedy that the witness had left; he had been dismissed because counsel "didn't feel he was necessary" (p. 10362). Such tactics by the chief counsel had previously aroused the curiosity of committee members. On several occasions during the hearings, the chief counsel communicated with officials of the UAW in the manner of a lawyer passing confidential and privileged communications to his clients. Once during the Kohler strike, when the admissions of UAW Representative Donald Rand became embarrassing, a note to UAW Attorney Joseph Rauh stated "Rand go home." Later when things seemed to be going better for the union, his comment to attorney Rauh was, "How are we doing?"

The witness called was UAW regional director Berndt, who had appeared on some of the violent picket lines, but was not present when Caldwell made the prestrike comments, nor was he present for the October 5 riot, nor was he present at the Governor's meeting after this riot when Caldwell refused to agree to peaceful picketing unless the plant was shut down. He enlightened the committee by stating that this didn't "sound like Caldwell's type of language." Caldwell was arrested and convicted in municipal court for malicious trespass for "having thrown objects through the windows of the plant" although a circuit court appeal resulted in a hung jury and the case for retrial was still pending at the time of the committee hearings (p. 10346). In this, as in all other cases of arrests, the UAW provided defense attorneys and expenses (p. 10320).

Caldwell's strike plans were circulated throughout Perfect Circle plants during the week before the UAW strike day, July 25, 1955. On July 22, Paul Bell, 832 UAW Local President, stated to the personnel manager of Perfect Circle, that the union intended to prevent all production workers from entering the plant; office and management employees would be permitted to enter (exhibit G).

IV. THE MOBBING OF HAGERSTOWN

On July 26, 1955, at approximately 4:40 a.m., the UAW set up two groups at the Hagerstown plant entrances. Then a large group of strangers, 700 or 800 in number, led by international representatives of the union, descended upon Hagerstown, a town of 1,800 population, so that by the time the first shift was to start at 6:15 a.m., the streets were full of milling people (p. 10261). When employees came down to the street in their automobiles to turn into the parking lot, they were stopped immediately by a group in the entrance to the plant which would completely surround automobiles, block the entrance, stand up against the front of the cars, attempt to push them backwards, tell the drivers they could not go in; tell them if they did not leave, they would turn them over.

Andres Bradford, an office employee, attempted to turn into the drive of the parking lot. The pickets stopped him and he was ordered to back up and get out or they would turn his truck over. When he tried to tell them he was an office employee, the pickets yelled, "nobody goes in", and started to rock his truck.

James Cummins attempted to drive into the entrance. He was stopped in the same manner. They repeated their performance, rocking his car and pushing on it. He became excited and killed the engine, finally getting it started again. By that time, the wheels on one side were off the pavement. Upon pleading with the pickets, however, he was allowed to back away.

A group of employees attempted to walk in. They were stopped by a large mass of pickets, one of whom shouted "Stop those men." They were forced to go back. One, however, circled around the group to try to get in. Two started hitting him, knocked his glasses from his face, and as one hit him, knocking him backward, turning him around, the other kicked him. They then shoved him and told him to go back. Another employees who saw what had happened, left. One who was walking with his son was shoved and shouldered and as he stumbled and fell, he was hit in the back (exhibit 1G). All other nonstriking production workers and management and office personnel who attempted to enter that morning were met by threats of similar acts. There were numerous other instances of violence on this morning, and it is apparent that any attempt to gain entrance to the plant could have only resulted in serious trouble and injury to employees.

Employees were therefore advised by the company to leave the area of the plant and not to return until notified to do so.

All during the rest of the day, some of the strangers milled around on the street and in front of the plant in a disorderly and menacing manner. Others roamed the streets and frequented the taverns and liquor store.

By 3 p.m. it became necessary to close the taverns and the liquor store to prevent possible trouble and property damage.

On July 28, the company obtained a restraining order against mass picketing from the Superior Court of Wayne County, Ind., limiting the number of pickets at the Hagerstown and Richmond plants to five at any entrance. As soon as legal picketing was restored at Hagerstown and Richmond, 65 to 70 percent of the employees returned to work and continued to work through the strike. Employees in these three plants petitioned the NLRB, in August, for decertification of the UAW as their bargaining agent and some months later when the elections were held, the vote was nearly 2 to 1 for no union.

V. THE TERRORIZATION OF NEW CASTLE

An even worse situation prevailed at New Castle. In addition to violence, the union contacted the company's outside sources supplying castings for the machine plants at Hagerstown and Richmond, and was successful in stopping shipments.

On August 5, a large group of union demonstrators, including Raymond Berndt and other UAW region 3 officials, gathered on the approaches to the plant, menaced nonstriking workers and management personnel on their way to work, throwing stones at them, meanwhile throwing chunks of concrete through the windows of the plant.

On the morning of August 15, the union conducted a hit-and-run demonstration at the New Castle plant. Just before work hours, a large group, estimated to be in excess of 250 persons, gathered on the main approach to the plant and blocked a bus carrying employees to the plant.

The bus was stoned, the windshield and most of the windows smashed, and several inside were slightly injured, but it reached the plant. The demonstrators, which included two UAW international representatives, followed inside the plant enclosure, further damaging the bus, and overturning four parked cars (p. 10261).

On September 10, three employees driving to the home of one of them were ambushed. Kenneth Griffin described the incident:

"We came to a gravel road that Calvin Tinsley lived on. We were on a blacktop. We had to turn to go up this gravel road, which was a steep hill. In the middle of the hill was a ton and a half truck, parked in the middle of the hill, blocking traffic. At first I never thought too much about it. I thought maybe a farmer had got stuck on the hill, having engine trouble, because he started to back down. I looked in my rearview mirror to see if I had anybody behind me so I could get out of his road.

"Approximately 15 people with hooded masks came out of the side, from across the T * * * (intersection).

"It looked to me * * * like they had rocks loaded from here [indicating] to their chins.

"I said to the boys 'Here they come. Mr. Pate was riding (in) the rear seat, and he hit the floor about the time a rock hit the back window. * * * So I had a 12-gage shotgun, which was about 20 inches long laying open on the floorboard of my car. I had a shell in the glove compartment. So I loaded the shotgun and my glass was down on my side of the car and I swung the gun around. They saw it and said 'Watch for the guns.' So they vamoosed as fast as they could. I did shoot at the legs. I don't know whether I hit any-

body or not. I couldn't tell you. So I saw then that they all ran. My first thought was to try to get out of there, to get the boys to their homes safely, So I took the side ditch and did make it around the truck" (p. 10329).

This incident contributed to the considerable tension which had mounted; imagining what might have happened, townspeople were afraid to leave their homes. But even there they were not safe. Mr. Griffin escaped only later to have his home blasted by shotguns as he, his wife, and daughter slept (p. 10330).

The acts of vandalism by this time had reached an alarming total. Windows in the homes of nonstrikers had been broken, their cars damaged, and they had been ambushed and slugged. Workers, especially those who lived outside the city limits, had no police protection and feared for the lives and safety of their families. State police protection was requested, but none came.

On the morning of September 19, a large number of pickets massed at the entrance of the New Castle plant. Union officials informed police authorities that if any attempt was made by anyone to enter there would be bloodshed. With threats of this kind the union kept the plant closed until September 27, when the New Castle police force arrested 48 of the pickets, ending their demonstrations.

Perfect Circle President Prosser described steps taken by the company for protection from the mob:

"During this period that the plant was closed down by the union, rumors were current that the New Castle plant would be dynamited and that machinery and equipment would be destroyed so that operation of the plant could not be continued.

"As a result of these rumors, the company became alarmed for the safety of the plant and of the employees in the plant. The plant was virtually unprotected and it was quite possible for the threat of its destruction to become an accomplished reality.

"Consideration was given to the employment of professional guards for the plant but this action was vetoed because of the stigma that usually attaches to the employment of armed guards under a strike situation.

"It was decided to place responsible men from management personnel in the plant to protect it and to establish communications with the outside in the event of any trouble. Four men went into the plant under the cover of darkness and with assistance from police officers.

"The telephone cable into the plant had been severed and communications with the outside were cut off. These men did not have adequate supplies or means of protecting themselves or plant property.

"The four men went into the plant early on Sunday morning, September 25, and on Monday afternoon, the 26th of September, Mr. Juday, the New Castle plant manager, dropped into the plant grounds in a helicopter and took supplies into them.

"He also took six shotguns into the plant. These guns were intended for the protection of the men and the plant property, there being no one else in the plant at the time. These four men were liberated when the police broke up the picket line on the morning of September 27.

"During the week following September 27 and prior to October 5, 1955, the rumors multiplied that there would be a raid on the plant

and that machinery and equipment would be destroyed. On October 4, 1955, we heard that there would be a very large demonstration on the following day, that people would be brought in from all over the State of Indiana and from Michigan, Illinois, Kentucky, and Tennessee, that demonstrators would enter the plant, drag the workers out, and destroy the machinery and equipment.

"There was also the rumor that men would be brought in from Kentucky to dynamite the plant.

"A raid on the plant during the night for the purpose of destroying machinery and equipment was considered a distinct possibility. It was decided that eight carefully selected men should be asked to stay in the plant overnight. The men were selected, four of them from the New Castle plant and four of them from the Hagerstown plant, and they stayed in the plant during the night of October 4.

"These men were armed and instructed not to use arms unless the plant was broken into, or unless, in the event of a demonstration on the following day, demonstrators should break through the entrances or fences to the plant.

"They were told to shoot low, in front of people if they had to fire. They were given instruction to take every precaution possible to do no more than to intimidate men trying to storm the plant, but to keep them outside.

"On the morning of October 5 a crowd estimated all the way from 1,500 to 5,000 descended on our New Castle plant. A smaller group converged on a side gate, forced it open, and started toward the plant. One of the eight employees designated as guards, fired in front of these invaders and they fled. Following the breakthrough, guns were fired both from the inside and outside, but we know of no shots being fired into or close to the large mass of 'peaceful pickets' as the press reported that Walter Reuther had stated on the afternoon of October 5, 1955.

"Four persons inside the plant were injured by gunfire, one being a woman, who was shot in the thigh. I was not present at the time of the mass demonstrations at Hagerstown and Richmond.

"I wish to emphasize, however, that the first shot from us was not fired until the demonstrators had broken into the plant grounds and showed every intention of entering the plant. Immediately afterward, plant officials gave orders to stop firing. There was some firing after this time from inside the plant by policemen and by employees who had not been armed by us and who disregarded instructions.

"Apparently these employees had armed themselves for self-protection. It was common practice at that time for workers to carry guns in their cars for their own protection. I might mention, also, that the first shots on October 5 came from outside the plant on the north side" (p. 10263).

In addition, to Prosser's testimony, others gave their statements under oath concerning the shooting. One was George F. Waters, who said:

"I was standing on the roof, on the east side of the plant, when I saw a large group of demonstrators approach the east gate. They congregated immediately in front of the gate, paused momentarily, and then crashed the gate open. Some of the demonstrators ran across to a car parked 50 or 60 feet from the gate, on the inside of

the fence, and turned the car over. Others of the demonstrators returned to the plant yard. With the turning over of the car, shooting started" (p. 10318).

The company, alarmed, began an immediate investigation. The company's attorney, Clyde Hoffman, who was present during the riot, gathered the following facts:

"* * * a careful check with employees who were in the north end of the plant disclosed that the first shots fired on this morning came from across the railroad track.

"One or more of the demonstrators fired rifle bullets into the north end of the foundry building. This was somewhere around 9:45 in the morning.

"Between 9:45 and 10 o'clock the demonstrators congregated at the intersection of 25th and Plum Streets, overturned the car of a constable, broke through the police line, and started east across Plum Street.

"At the same time, the large group of demonstrators which had gathered in Lowe Park approached the plant from the south.

"The two groups converged near the main entrance of the plant at 27th and Plum. That is right here [indicating]. There must have been some prearranged signal as these two groups, some three or four blocks distant, were able to make their approach on the plant at the same time.

"The two groups converged at this point; that is, at Plum and 27th, and an advance group of some 250 to 300 demonstrators, without hesitation, advanced or headed across this parking lot here to this east gate, and hesitated a moment—let me pick this up—a moment—and that is approximately 250 feet from the main entrance.

"They paused momentarily, crashed the gate, and started into the plant yard. Several men ran across to the car parked 50 or 60 feet inside the fence and turned it over.

"Others, some 40 or 50 having proceeded through the gate, started toward the plant entrances, which are to the east of the foundry building and office building.

"As the men turned over the car, an employee stepped out on a platform, a fire-escape platform, in the northeast corner of the office building here, and fired a 20-gage shotgun low and in front of the men who were turning over the car, and continued to fire in front of the people who were approaching the plant entrances.

"With this, the demonstrators hesitated, turned, and ran out of the gate.

"In all, the man who fired these shots fired three shots. All of this I observed personally. I observed the break-in; I observed the shooting, and the turning over of the car.

"It was later determined that there was also shotgun fire at those who broke in from the shipping room, located in a wing at the north end of the foundry building.

"That is clear back here [indicating], and those people coming in there were some 250 or 300 feet from the demonstrators.

"Immediately upon the firing from the inside, firing from the outside commenced. A woman standing in the window of the shipping room—back in here [indicating]—was shot in the upper left leg, the bullet lodging in the bone just below the hip joint.

"At about the same time, one of the supervisors from the Hagerstown plant, standing in the payroll office up here—I happened to be in the room at that time—was hit in the abdomen by a bullet from the outside that came through the window.

"Fortunately, this caused only a flesh wound. After the demonstrators were driven from the plant yard, the shooting from within the plant ceased. Later, however, the police did fire in the direction of snipers who were shooting high-powered rifles at the plant from vantage points within or behind buildings in the area.

"I saw the man that was shooting from across the railroad track at one time, and I saw a man standing out to the east of the east gate, on the outside of the fence, firing into the plant.

"At one time he got behind a woman and reached behind her and fired his gun. It has been mentioned here, I believe, that that woman was shot in the legs. As I understand it, he was shot through both legs.

"We have information, and strong reason to believe, that that shooting was done by a police officer of the New Castle police force. I believe that he would testify to the fact that he shot this man through the legs."

Mr. KENNEDY. Who was that?

Mr. HOFFMAN. John Ray.

Senator CURTIS. Is that the victim or the policeman?

Mr. HOFFMAN. That is the policeman.

As I understand from the testimony here, the man's name is Carper. But that is our understanding, that the police officer shot the man when he was on the fence, shooting into the plant (p. 10353). I have not talked to Mr. Ray directly, but the prosecutor has said that he would testify to that (p. 10354).

Curious, the committee called Carper, who stated that he was not a Perfect Circle employee, never had been, but worked Delco-Remy Division of General Motors at Anderson, Ind., 24 miles away. He was a member of UAW Local 662 and a delegate to the District Auto Council of UAW Region 3, which had met the first Saturday and Sunday in October 1955. His story was that:

"After the meeting was adjourned a group of our workers got together, and we decided that maybe it would help out the morale of the Perfect Circle boys, the union boys, if we would go over there, in a mass parade, and show the solidarity of the union members, and kind of boost the morale a little bit, to show that we were behind them in their sincere effort to get their strike settled and get them just demands straightened out * * * and we went back to our locals and talked it over."

There were 10 to 15 locals represented in this plan, and they concluded that October 5:

"* * * would be a good day. The Chrysler boys thought that would be a good day and come over, and we declare a 1-day holiday. We took it on ourselves to go over there.

"When we first got to New Castle we paraded around a little bit through town, blowed our horns, and when we got there we found there was quite a few other people in town milling around town with

their cars, blowing their horns, and I thought it was a pretty good gesture of us being here to show the city of New Castle and the workers of Perfect Circle that the UAW was 100 percent behind their demands.

"We went out to the plant and parked our cars approximately two blocks from the plant. We got out and we walked toward the plant and when we got up there close to it we saw a crowd of * * * probably 200 or 300, maybe 400 people * * * there and we joined with them. There was no concerted effort or no concerted leader. We just went out there and started singing some union songs * * * and we marched around * * * singing 'Solidarity Forever.' We were singing 'Old Scabs, They Never Die,' we were singing that too" (p. 10366).

He stated that he was suddenly shot while marching around "whooping it up a little bit." He denied having participated in the gate crashing, or that it had been crashed. In the light of other testimony which contradicted his, Senator Curtis examined him carefully.

Senator CURTIS. How long were you down there near the plant?

Mr. CARPER. About 15 minutes.

Senator CURTIS. Were you the first person shot?

Mr. CARPER. I don't know. I don't think so.

Senator CURTIS. But you want to tell us that no one crashed the gate?

Mr. CARPER. I never saw anybody crash the gate; no, sir.

Senator CURTIS. Are you saying it didn't happen?

Mr. CARPER. I never saw it. I don't know what happened after I went to the hospital.

Senator CURTIS. Are you stating that none of this group crashed the gate and advanced toward the plant?

Mr. CARPER. I am not saying. I merely say I never saw anybody. If they did, they did after I was taken to the hospital. I never saw anybody.

Senator CURTIS. All this just happened, that you decided to come on the 5th?

Mr. CARPER. Yes.

Senator CURTIS. The union officers didn't have anything to do with it?

Mr. CARPER. Us union members ourselves, we decided it would be a good gesture to do it.

Senator CURTIS. You are an officer, aren't you?

Mr. CARPER. Yes, sir; I am.

Senator CURTIS. You have a responsibility of running this union, don't you?

Mr. CARPER. No; not very much.

Senator CURTIS. I am not impugning your testimony, because I have no facts to do it upon. I do know that we have spent 2 or 3 weeks in the Kohler thing and nobody knew why they had come down to Kohler, but they just decided to do it, and so on. After 2 or 3 weeks we found the minutes from local 212 where Emil Mazey had been in on the OK'ing of the arrangement for their expense down

there. It was so decided in the minutes. Were you surprised you got shot?

Mr. CARPER. You're daggone right I was; yes, sir, I was.

Senator CURTIS. You weren't surprised there was trouble?

Mr. CARPER. Yes; I was (p. 10370).

This proved too much for Chairman McClellan, who subsequently questioned the witness.

The CHAIRMAN. So it isn't true that the police were there to stop you and keep you from going to the plant?

Mr. CARPER. If they was there, they didn't try to stop us.

The CHAIRMAN. When you got there, you tried to go through the gate, didn't you?

Mr. CARPER. No, sir; I never saw them.

The CHAIRMAN. And you got shot in the attempt?

Mr. CARPER. No, sir.

The CHAIRMAN. You call it a parade, but it was a demonstration, going down there overpowering the police, overturning cars, breaking windows, shooting, and you call that a parade?

Mr. CARPER. I never saw any shooting.

The CHAIRMAN. You know it happened.

Mr. CARPER. Sure, from the inside. I got shot from the inside.

The CHAIRMAN. And others say it happened from the outside; that the stones and the rocks were thrown from the outside.

Mr. CARPER. The picture doesn't show any window broken now.

The CHAIRMAN. But that doesn't mean that a rock cannot be thrown in there in the next minute.

Mr. CARPER. They might have later on, when the guys in the parade got mad about it. There might have been some shooting after that, but not when I was there there wasn't.

The CHAIRMAN. I just don't believe your story, if that is plain enough (p. 10372).

Later, he added: "Mr. Carper, this morning when you were excused from the stand, the Chair made a statement that he didn't believe your story. I didn't. I could be wrong. I don't want to do anyone an injustice. But part of it didn't sound reasonable to me. I didn't mean I didn't believe anything you said. But we have these problems and sometimes those of us who undertake to judge and who have to judge and come to conclusions, we err in judgment. I do not want to do anyone an injustice. But I just cannot understand and cannot yet understand, as much as was going on there, that one would be there and get shot and not know anything about it" (p. 10375).

Hoffman continued: "Yesterday it was mentioned that this strike was started out by the importation of guns into the foundry plant. I know of no guns being taken into that plant. I am sure there were no guns in that plant before the September closing of the plant, and at no time, to my knowledge, were any rifles taken into that plant, except on the night before.

"I was present in the foundry plant when the police brought in their riot guns and put them in one of the offices. That included a Winchester automatic rifle, and several riot shotguns.

"That is the only rifle that I know of that was brought into the plant. That was done by the police.

"This shooting from within the plant was not the firing into an innocent group of demonstrators as the union might like for you to believe. It was provoked by the particular group that had demonstrated by its actions that it did not have peaceful intentions.

"We do not know of any shooting from within the plant toward or into the large mass of demonstrators that congregated in the front and near the main entrance to the plant.

"This group of demonstrators, was estimated to be in excess of 2,000 persons. I would, myself, estimate that there were at least that many people present on that morning.

"Following the break-in, the demonstrators barraged the plant with stones and other objects, shotgun blasts and rifle fire for more than an hour and a half.

"Nearly all of the windows in the office building were broken and many cars inside the fence were damaged.

"Stones were hurled into the windows, shotgun blasts into the windows. The shotgun blasts were from some distance and didn't have much effect. But I happened to be in one room when pellets came into the room.

"Also, they virtually demolished a house across the street from the plant, which had been occupied by the police prior to this riot. Later they set fire to the house and burned it down.

"About 12 o'clock—I would say this was between 12 and 12:30, a large force of State police arrived on the scene and took their position in the parking lot in front of the plant.

"Soon after, they started to evacuate the people inside the plant and drove them in police cars to their homes.

"Publicity was given to the firearms removed from the plant. Most of these guns belonged to employees, who carried them in their cars for protection against ambush and violence to them on their way to and from work.

"It appears that such guns were brought into the plant from cars before the demonstrators descended upon the plant.

"These guns were not in evidence during the rioting and I do not believe that the management was aware that they had been brought into the plant.

"None of the employees, other than the 8 or 10 men who were stationed in the plant to protect it and the employees, were authorized to carry arms.

"The management did not know that the employees in the east wing of the foundry building had arms and had no way of knowing that those arms would be used, as they were at the time of the break-in.

"After the evacuation of the plant, Mr. Juday and I were asked by Lieutenant Governor Handley to attend a meeting at the mayor's office.

"Present at the meeting were Lieutenant Governor Handley; Edwin K. Steers, attorney general for the State of Indiana; Paul McCormack, mayor of New Castle; Police Chief Clarence Justice; and

representing the union were E. J. Kucela, assistant regional director for region 3 of UAW CIO; William Caldwell, the local international representative; Carl Batchfield, president of local 370 at the New Castle plant; and Carl Evans, president of local 156 at the Hagerstown plant.

"Mr. Juday, the New Castle plant manager, and I were also present. At this time, the issues, so far as the union was concerned, appeared to be the closing of the New Castle plant.

"At the start, the union spokesman apparently favored a declaration of martial law. It could only be assumed that they anticipated that the plant would be closed under these conditions.

"Mr. Kucela said that the union would be willing to go back to peaceful picketing if the management and city and State police would cooperate and stop protecting nonunion workers.

"Mr. Caldwell said that if management only was allowed to enter the plant, the union would agree to peaceful picketing with but five men on the line.

"However, Lieutenant Governor Handley made it clear that the bringing of the National Guard into the New Castle plant would not involve closing the plant.

"Mr. Caldwell then warned those present that if the plant operated there could be more violence of the same kind that occurred earlier in the day.

"I believe that those present took this statement to be a valid threat of future violence if the plant continued to operate.

"In a meeting held in the mayor's office on the following day, October 6, 1955, and attended by management and union representatives, the international representative refused to give any assurance that there would not be more rioting."

Senator MUNDT. Which international representative?

Mr. HOFFMAN. Mr. Caldwell. He warned that plants at Hagerstown and Richmond could become the targets or the same sort of violent demonstrations that erupted at New Castle on Wednesday, October 5.

He said, "The union does not want this to happen, but it can happen." It has been said by the union that the demonstration on October 5, 1955, was intended to be a peaceful one.

The many demonstrations of violence over the preceding 2-month period, the size of the demonstration planned for that day, the turning over of the car and breaking through the police line, the unhesitating advance on and breaking into the plant enclosure, and, finally, the apparent determination of the union to stop production in the New Castle plant did not give credence to any peaceful intent (pp. 10354, 10355).

VI. INCIDENTS OF VIOLENCE AT NEW CASTLE FOUNDRY DURING PERFECT CIRCLE STRIKE OF 1955

In the course of investigation, Mr. Hoffman had prepared under his direction, a list of incidents of violence which were introduced as he testified:

Incidents of violence at New Castle Foundry during Perfect Circle strike of 1955

Date	Name	Incident
Aug. 3	Fred Wilkinson	Car overturned on Plum St.
3	Walter Amonette	Car stoned.
5		Several windows broken out of foundry.
5	Maurice Hanning	Broken auto glass.
5	Harold Wantz	Hit by rock.
5	Let Juday	Back glass in car broken.
5	Chet Juday	Car hit with rocks.
5	Luther Neal	Rocks through window at home.
5	Joe Ratcliff	Slugged by pickets.
5	Charles Pitts	Rock through front door glass of car.
8	Luther Neal	Rocks through window at home.
9	Herb Oldham	Do.
9	Calvin Tinsley	Pasture fence at his farm cut away and put on highway.
10	Paul Stearnes	Rocks through his window at home.
10	Levi Hanning	Do.
13	Charles Pitts	Slugged downtown by Ruben Bertram.
13	Herschel Bolinger	Assaulted at Ramsey's used-car lot.
13	Charles Pitts	Rocks through window and sash at home.
14	George Symons	Rocks through window at home.
15		Bus stoned. 4 cars overturned (A. Waltz, M. Edwards, D. Lunsford, C. Troxell). Several cars stoned—Bill Rodefelt (Studebaker), Harry Bell, Hank Tarr, Dick Bancroft, Bob Griffin, Let Juday, I. M. Morris).
16	Aubrey Cross	Windows at home were broken.
16	Gid Roach	Do.
16	Chet Juday	Car hit with rocks.
19	Luther Neal	Pint whisky bottle thrown through screen at home.
19	Wendell Evans	Windows broken at his home.
19	Eph Murnan	Do.
20	Walter Amonette	Car stoned; paint chipped.
20	Levi Hanning	Rocks through window, window sash, and porch swing.
20	William Rodefelt	Car stoned.
20	Charles Baker	House was stoned; windows and screens broken.
21	George Symons	Rock through window.
26	Harold Hoover	Eggs inside of Buick; parked downtown.
26	Harold Hoover	Eggs inside his Ford.
26	Leon Paul	Window and storm window broken.
26	Helen Bean	Front picture window broken (Thermopane).
26	Ernest Roberts	House stoned; siding damaged, 4 windows broken.
26	Les King	Front picture window broken (Thermopane).
26	Maurice Hanning	House stoned; siding damaged.
29	James Davis	2 windows broken.
29	Maurice Hanning	House stoned; siding damaged.
29	Harry Bell	Do.
31		Rotten eggs were thrown in company car.
31	Pete Heck	Picture window and screen broken.
31	James Troxell	Front window broken.
Sept. 1	Harold Hoover	Ford stoned.
1		Several cars hit with rotten eggs; upholstering damaged (Marshall Kinser, Ben O'Dell, Marion Utt, J. deNeef).
3	Bill Hanning	Egg full of paint thrown through window.
6	Jim Troxell	Sugar had been put in his gas tank.
6	Wilbur Riley	Windshield smashed.
7	Chas. Alexander	Ambushed north of New Lirbon on a crossroad.
7	Pete Heck	Car was hit with a shotgun blast.
10	Kenneth Griffin	Ambushed (P. C. Studebaker).
16		Stone through bus by Hilva Turner.
18		Shotgun blasts through 3 houses between 2 a.m. and 3 a.m. (Calvin Tinsley, Charles Baker, and Richard Dempsy).
26	Calvin Tinsley	Rocks thrown through window.
26	Frank Stephens	Coke bottle through kitchen window.
Oct. 4	Aubrey Cross	Shotgun blast through window.
5		Black Wednesday riot. Rocks and shots through the windows at the plant; considerable damage to cars in the parking lot, Homer McDonald's car turned over. Damaged cars: C. Juday, G. Fisher, C. Stevens, H. Heck, M. Byers, L. Juday, W. Charlesworth, F. Dugan, W. Grunden, I. M. Morris.
5	Charles Pitts	Shotgun blast was fired through home shortly after getting home from the plant.
5	Ray Carter	Shot through bathroom window.
5	Dick McGuire	Front door damaged and torn off, window broken.
26		Windows broken on west side of foundry.
31	Kenneth McCarty	(Hagerstown employee). Beaten up by 3 men.
Nov. 8	Charles Pitts	Threatened while downtown. Attacked by approximately 40 people.
8	James Ward	Attacked by approximately 40 people—downtown.
16	Harold Charlton	Followed by L. Shelton, D. Ferrand, and 3 other men in a Ford with Michigan license DT-7678.
17		9 windows broken out at the foundry at approximately 2 a.m.
17	Otis Thompson	Discovered today someone had put sugar and emery dust in his gas tank.
19	Pete Heck	Car hit by rock and dented, on Plum St. east of 25th.
19	Andy Hale	Someone stood in his yard and shot windows out of his neighbor's house.

Incidents of violence at New Castle Foundry during Perfect Circle strike of 1955— (Continued)

Date	Name	Incident
Nov. 19	Andy Hale	Shotgun blast at his home; damaged siding and broke window.
19		Men coming to work in company car were rocked as they were coming in from the car.
21	Gerald Harvey	2 shotgun blasts through window (picture) in living room, also another window, about 2:40 a.m.
21	Herb Owens	Shotgun blasts through window in living room 2:15 a.m.
21	Roy Turner	Shotgun blast through picture window in living room 4 a.m.
21	Maurice Hanning	Shotgun blast at side of house 2:30 a.m.
21	Howard Covalt	Neighbor's house hit by shotgun blast. Hit between door and window. About 2 a.m.
23		10 windows broken out on west side of foundry 2:50 a.m.
23	Ken Griffin	Shotgun blast at 12:55 a.m., damaged siding and broke storm window.
23	James Owens	Shotgun blast 2:30 a.m.; broke living-room window and storm window.
23	Fred Pope	Shotgun blast through living room, hall, and hit refrigerator in kitchen, 2 a.m.
24		2 shots fired; flashes were seen from the foundry. Another 2 shots were reported fired; no damage was reported, 10 p.m.
24		Black Buick with Kentucky license run blockade south of New Castle.
24		Black Buick with Kentucky license (1948) run blockade east of New Castle early this morning, ran 3 guards off the road and into ditch.
27	Eph Murnan	Someone fired 7 rifle shots in side of house at 1:30 a.m.

Incidents of violence at Hagerstown and Richmond during Perfect Circle strike of 1955

Date	Name	Incident
July 31	Paul Bodiker	Car smeared with paint.
Aug. 5	Melvin Spaulding	Car dented by stones.
10	Paul Smith	Stones thrown at home.
11	Gerald Hilbert	Car smeared with paint.
11	Warren Seagraves	Rocks thrown at home.
13	Elbert Bailey	2 shots fired into home.
14	Robert Shaffer	Rocks thrown through windows of home.
14	Richard Bancroft	Car stoned.
15	Louise McFarland	Car smeared with paint.
15	Barbara Fisher	Home smeared with paint.
16	Tinley Roarks	Home stoned.
16	Silas Johnson	Car window broken.
16	Charles Miller	Car smeared with paint.
16	Ralph Coon	Do.
16	Maxine Luellen	Do.
16	Kenneth Cash	Home stoned.
16	Geneva Landreth	House entered and ransacked.
16	Dorothy Curry	Home smeared with paint.
17	Troy Ellington	Home stoned; windows broken.
17	Joe Gwin	Do.
17	Oris Hunt	Car windshield broken; dents in car.
18	Lewis Thalls	Home stoned.
18	Robert Sharp	Home stoned; rocks through screen door.
19	Albert Wisener	Shotgun blast through window.
19	Earl Crisp	Large stone thrown at car.
20	Presley Clements	Bottle of ammonia thrown through window of home.
20	Howard Oler	2 shotgun blasts fired at home, 1 through door.
21	Tom Noe	Car windows broken; paint smeared on car.
21	Edna Hayslett	Do.
21	Warren Seagraves	Shotgun blast fired into filling station.
23	Everett Fosnight	Stones through window at home.
23	Harold Hoblett	Car smeared with paint.
23	John Minner	Do.
24	Robert Hampton	Home smeared with paint.
24	Hugh Macy	Sugar put in gas tank.
24	Myra Owen	Bottle thrown at car by approaching car.
24	Melvin Spaulding	Shotgun blast fired into home.
25	Guy Ramey	Air let out of tires, brake lines cut on car.
25	Herbert Oler	Rifle shot fired through back door of home.
26	Francis Gunckel	Beaten up by several persons at parking lot at Richmond plant.
28	Hugh Macy	Car smeared with paint.
30	Fred Jefferies	Do.
30	Ralph Culbertson	Home stoned.
30	Robert Shaffer	Rocks thrown at home.
30	Wanda Wallace	Do.
30	Dorothy Curry	Car windshield broken.

Incidents of violence at Hagerstown and Richmond during Perfect Circle strike of 1955—Continued

Date	Name	Incident
Sept. 2	Thomas Mayberry	Car upholstery cut.
2	Mildred Pence	Car smeared with paint; windows broken at home by stones.
2	Gladys DeCoursey	Home smeared with paint.
2	Mary Harry	Car and house smeared with paint.
2	Philip Snodgrass	Stones thrown at car.
4	Verl Leeka	Home stoned.
6	Earl Crisp	Rocks thrown through windows at home.
6	Ralph Culbertson	Do.
6	Barbara Fisher	Do.
6	James Gilbert	Do.
6	Dorothy Roberts	Home smeared with paint.
6	Hugh Macy	Stones thrown at car.
6	John Seward	Cow killed by shotgun blast.
10	William Hilbert	Car smeared with paint.
10	Basil Rust	Number of windows broken at home.
16	Barbara Fisher	Home stoned and smeared with paint when on vacation.
17	Margaret Starbuck	Bottle of paint thrown through window of home; splattered over the room.
19	George Callahan	Shotgun blast fired through window at home.
19	James Satterfield	Car smeared with green paint.
22	Delbert Smith	Ball bearings thrown through windows at home.
24	Leslie Burgess	Shotgun blasts fired at home.
24	Warren Ammerman	Do.
24	Elmer White	Home smeared with paint.
25	Archie Litton	Shotgun fired at car.
25	Richard Walton	Car smeared with paint, inside and outside.
30	Eugene Rhodus	Car windshield broken, car smeared with paint.
Oct. 1	Elbert Bailey	Rifle shot fired through window at home.
10	James Rhodus	Severely beaten by strikers and found unconscious.
31	Kenneth McCarty	Severely beaten by 3 hooded men.
Nov. 1	Edward Neal	Home stoned; door glass broken.

Criminal and civil causes growing out of Perfect Circle strike of 1955

CRIMINAL CASES IN CITY COURT

Date	Name	Incident
Aug. 3	Edgar Ballenger	Malicious trespass; upsetting automobile.
3	Leonard Shelton	Do.
5	Lowell Kirk	Disorderly conduct.
5	William F. Caldwell	Malicious trespass; throwing rocks through factory window.
9	Carl Batchfield	Reckless driving; to prevent employees from entering plant.
13	Ruben Bertram	Assault and battery on Charles Pitts (downtown).
15	Carl Batchfield	Disorderly conduct; throwing rocks at Marion Utt car.
15	Joe Lowery	Disorderly conduct.
15	Loren Asberry	Malicious trespass; throwing rocks at bus.
15	Richard Shoptaw	Disorderly conduct; throwing rocks at bus.
15	Tex O. Wages	Malicious trespass; turning over car in company ground.
15	Rolan Starr	Do.
15	Robert Vanlandingham	Do.
15	Alva Harrison	Malicious trespass; throwing rocks at Tarr automobile.
15	Leslie Riddle	Disorderly conduct; throwing rotten eggs at Marion Utt car.
29	Richard Shoptaw	Reckless driving.
Sept. 2	Harlin Hubert Catron	Malicious trespass; throwing rocks at plant (Chrysler employee).
16	Hilva Turner	Disorderly conduct; throwing rocks at bus.
27	Melvin Brumley	Rout; blocking plant entrance the day New Castle police broke up the illegal picketing.
27	Homer Esham	Do.
27	Lowell Kirk	Do.
27	Esau Maynard	Do.
27	Bays Kirby	Do.
27	Alfred Hale	Do.
27	John Laird	Do.
27	Jim Slavin	Do.
27	John Rothrock	Do.
27	Joseph Gray	Do.
27	William Byrd	Do.
27	Don Ferguson	Do.
27	Jess Ferguson	Do.
27	Ernest Rednour	Do.
27	Leslie Riddle	Do.
27	Ovid Davenport	Do.

Criminal and civil causes growing out of Perfect Circle strike of 1955—Continued

CRIMINAL CASES IN CITY COURT—continued

Date	Name	Incident
Sept. 27	Fred Johnson	Rout; blocking plant entrance the day New Castle police broke up the illegal picketing.
27	Louis Cross	Do.
27	Elsie Maynard	Do.
27	Evelyn Sheffield	Do.
27	Catheryn Day	Do.
27	Wendall Reagan	Do.
27	Charles Boyd	Do.
27	Allie Riddle	Do.
27	Edwin Nickell	Do.
27	Fred Tower	Do.
27	Earl Day	Do.
27	DeWayne Hahn	Do.
27	Arlin Neal	Do.
27	Neal Edwards, international representative.	Do.
27	Robert Flynn	Do.
27	William Kiger	Do.
27	William Maynard	Do.
27	Don Brumley	Do.
27	Elmer Denny	Do.
27	Paul Deaton	Do.
27	Robert Blackburn	Do.
27	Charles C. Hawkins	Do.
27	Earl Raines	Do.
27	Cecil Worley	Do.
27	Richard Shoptaw	Do.
27	Cecil Derrickson	Do.
27	Robert Bertram	Do.
27	Rosco Blackburn	Do.
27	William Blackburn	Do.
27	Perry Blake	Do.
27	Herman C. Morris	Do.
27	Earl Dalton	Do.
27	Ralph Cline	Do.
27	C. O. Rothrock	Do.

In the same fashion, pictures taken during the strike were introduced, and are now public documents, held in the files of the committee.

Pictures 1, 2, and 3 were taken at about 6 a.m. July 25, and show the company driveway completely blocked at highway 35. Picture 4 is another view taken at 7 a.m., at the time nonstrikers were attempting to enter. Pictures 5 through 9 are actual scenes showing nonstrikers' cars being prevented from entering the company property from highway 35. Picture 10 shows a cafeteria cook manager who was not in the bargaining unit, emerging from a car on highway 35 at the plant entrance. Pictures 11 through 18 were taken about the same time, showing nonstriking workers' cars being refused entrance to the plant property. Pictures 19 and 20 show that mass picketing was still being conducted on July 26. These were taken just after 7 a.m. and show the police opening the lines to permit cars to enter. There were approximately a dozen police on duty for both the morning and afternoon shifts. Pictures 21 through 24 show the action occurring on July 27. On this date there was an estimated crowd of 400 people grouped along the highway and in or near the entrance to the plant, a majority of whom were strangers, not employed by Perfect Circle. Pictures 25 through 29 show the action on July 28. Pictures 25 and 26 show the broken windshield and window of a nonstriking employee who received it as he drove to work. Picture 27 shows stronethrowers who were arrested. Picture 31 shows UAW International Representative Caldwell directing strike activities in

front of the plant. Pictures 31 through 40 show the various acts of violence August 15, which finally culminated in the result seen in picture 41, wherein three automobiles inside the plant fence are shown turned on their sides. Picture 42 shows another in the same condition. Pictures 43 and 44 show a paint-spattered bus which had been chartered to take employees into the plant, with its windows smashed. Pictures 45 and 46 show damaged automobiles. Another group shows window smashing and splattered paint on, in, and around employees' houses and automobiles. Included in this group is one of the completely ransacked house of employee Kenneth Griffin.

The last series of pictures deal with the violence which took place on October 5. They show great masses of people blocking plant entrances, streets, and areaways. A violent crowd is shown in various stages in wrecking the house across the street from the plant where the police had been housed with the last being the charred remains after the house had been burned down.

VIII. UAW PHILOSOPHY IN ACTION

Evidence had mounted so strongly bearing out that most of the strikers had come from other towns and did not work at Perfect Circle, that the committee called Raymond H. Berndt, director of UAW region 3, within which the Perfect Circle plant was located, to explain why they were there. He indicated that it was a common practice for the union to send international representatives to the site of any strike in which the union participated. In fact, he testified:

"During the entire 4-month period, probably 75 percent of the total staff had at one time or another spent a day on one of the four picket lines" (p. 10321).

Some of his statements were hardly in consonance with the physical facts, however. At one point he stated:

"The facts are the marchers were peaceful. No damage was done to the property of the company. Police were on hand both inside and outside the plant. No reasonable person could have assumed that the marchers had any intention of making an attack on the plant" (p. 10295).

Due to the obviously untruthful nature of this statement, Counsel Kennedy pinned the witness down as to the responsibility for the violence:

"Mr. KENNEDY. I have just a few questions at this time, but it seems through this statement, Mr. Berndt, there are a number of remarks indicating that the company is solely responsible for any violence that took place. For instance, on page 7, at the bottom you say:

" 'Most of the company-instigated violence took place * * *'

"Then on page 25,

" 'It instigated violence by its action and ousted the UAW from three of its four plants,' and then Mr. Reuther's statement.

"Is it your statement or your position that the company is solely responsible for the violence that took place at New Castle during the unfortunate period?

"Mr. BERNDT. I would say there was violence on both sides, but there was provocation that certainly leads to violence * * * (p. 10301).

"Mr. KENNEDY. Taking it one step further, once the picketing started, there was, on one occasion, what we have come to recognize as mass picketing which kept the nonstrikers or attempted to keep the nonstrikers out of the plant, was there not?

"Mr. BERNDT. That is correct; there were occasions.

"Mr. KENNEDY. Did you feel that that was a proper activity or a proper thing for the union to be doing, attempting to keep those who wanted to go to work out of the plant?

"Mr. BERNDT. No, but I think during the 4-month period there might have been four or five occasions that this type of activity went on.

"I think it was devised by one of the local union people who came up with the bright idea that since the law said you had to have five pickets to a gate, there were five pickets at a gate, but there are only certain streets to go down to the plant, so it was just possible to have friends and sympathizers and other people from the plant away from the plant down the street, which really constituted a blocking of the ingress of the plant.

"This we tried to deplore and tried to tell them that the law is not this kind of a thing, to try to get around the law by using subterfuge.

"Mr. KENNEDY. Wasn't there a court injunction against the mass picketing that took place at some of these plants?

"Mr. BERNDT. There was such an injunction.

"Mr. KENNEDY. Evidently it was taking place, was it not, Mr. Berndt?

"Mr. BERNDT. The law was in effect. The injunction was in effect, and the mass picketing was in violation of that injunction.

"Mr. KENNEDY. Well, you, as one of the senior officials in that area, deplore the use of violence or deplore these activities, but did you take any steps to prevent the union from carrying on the mass picketing and preventing the nonstrikers from entering the plant and going to work?

"Mr. BERNDT. There were many occasions when the mass picketing happened even without my knowledge, so that would have been impossible to even try to talk to enough people to prevent them from organizing a mass picket line as such (p. 10306).

"Mr. KENNEDY. What I am trying to establish is that you make statements about being against violence now and about being against violence at any time, and yet during this period of strike the mass picketing was going on on occasion, in violation of the law, and those who wanted to go to work could not get in the plant.

"The third thing there is that on occasion, members of the UAW were brought in from other plants in the neighborhood and massed in front of these various Perfect Circle Co. plants * * * it seems to me that all those actions speak louder than your words saying 'We are against violence' " (p. 10306).

Berndt couldn't understand why the violence had occurred. He stated that there had been five other strikes in the area that year and in none of them violence had occurred. The reason became crystal clear, however, in the following exchange:

"Senator CURTIS. On page 2 of your statement, you referred to five UAW strikes in Indiana during 1955, and none of which resulted in

violence. Did any of the employers in these other five strikes attempt to operate their plants during the strike?

"Mr. BERNDT. Not to my recollection.

"Senator CURTIS. Would the violence have occurred at Perfect Circle if the company had not attempted to operate during the strike?

"Mr. BERNDT. Probably not, Senator" (p. 10319).

Out of all this evidence a pattern was emerging, a pattern destined to recur every time management attempts to exercise its constitutional right to operate its plants during a UAW strike. While this fact was ignored or benignly shrugged off as ridiculous, the following testimony becomes quite transparent in the light of recent events dating to the time of the writing of this report. This exchange took place March 31, 1958:

"The CHAIRMAN. Let me ask you one question: In your statement here you referred to the law of the jungle.

"Aren't you convinced by now that this vandalism and violence is the law of the jungle and it is just as wrong for you as strikers and union people to engage in it as it is for the company?

"Mr. BERNDT. We agree with you wholeheartedly, that in this day and age there should be no type of violence such as existed 3 years ago" (p. 10302).

The strike was finally concluded at all four plants during the month of November 1955. Although isolated shotgun blasts, beatings, and acts of vandalism accompanied the various negotiations, there were none recorded for the committee following November 27, 1955 (p. 10342).

According to Raymond Berndt petitions had been filed for decertification of the UAW as the bargaining representative, and the elections resulted in UAW decertification in three of the four Perfect Circle plants November 10, 1955. At the Richmond foundry, the vote to decertify was 35 for the UAW to 43 for no union; at the Richmond machine plant, 96 to 138; at Hagerstown 233 to 475.

At New Castle, as a result of telephone conversations between UAW Secretary-Treasurer Emil Mazey and James Mitchell, Secretary of Labor, negotiations were entered into resulting in the signing of a contract between the company and UAW Local 370 November 28, 1955 (p. 10299). Thus the strike ended.

APPENDIX D. THE RICHARD T. GOSSER AND LOCAL 12 UAW HEARINGS

I. Introduction—the Nature of the Hearing

The committee's hearing based upon the UAW's strikes against the Kohler Co. and the Perfect Circle Co. were devoted solely to those labor disputes. No part of the prehearing investigation had been directed to the issue of corruption or racketeering in the UAW. Thus, since the issue was responsibility for the violent, unlawful strikes—not corruption—the situation was ripe for Reuther and the chief counsel, who sought to detract attention from the real issue, by litigating without any real investigation to warrant it, the proposition that Reuther and his UAW are free from all criminality, corruption, misuse or misappropriation of union funds, and taints that have affected other unions examined by this committee. The net result of this was to give Reuther and his UAW this stamp of approval of this committee without subjecting him and his union to public scrutiny.

The first step to implement this scheme was taken by Reuther in his prepared opening remarks during the Kohler hearing. Thus, he inserted the issue of corruption and proceeded to declare that none existed in the UAW, as follows:

"I, and the other witnesses representing the UAW who are here with me, appear here *voluntarily. We have not been subpenaed We have not been compelled to attend or to testify.*

"*In fact, we have, on a number of occasions, requested this opportunity.* We shall testify fully and freely without resort to the fifth amendment or other constitutional privilege because we have nothing to hide." [Italics added.]

* * * * * * *

"Before I discuss the matters specifically before your committee today, however, I should like to make clear at the outset, that the *UAW is a clean, democratic, honest,* and effective trade union. [Italics added.]

* * * * * * *

"Between conventions, the policies of our union are implemented by the UAW international executive board. This international executive board consists of the president, secretary-treasurer, and 4 vice presidents elected from the union as a whole, and 19 members elected as regional directors by the respective geographical regions of the UAW throughout the United States and Canada."

* * * * * * *

"*Every officer of the UAW—from the local level to the international—is democratically elected.*"

* * * * * * *

"No UAW officer has conflicting investments in any firm with which our union bargains collectively or purchases materials, supplies, or

services. *No officer of our union has ever received a kickback or bribe from anyone.*

"*No officer of the UAW has grown rich at the expense of the union or the membership.* No officer of the UAW has charged his personal or private purchases or gifts or entertainment to the union treasury. No officer of the UAW has ever received or accepted expensive or lavish gifts from the international union, its locals, or any management source.

* * * * * * *

"Upon learning that the Senate select committee had made a definite decision to hold these hearings, I made a private individual decision to request the staff of your committee to look into my personal financial affairs.

"On January 27, 1958, I wrote Mr. Robert F. Kennedy, chief counsel for the Select Senate Committee on Improper Activities in Labor or Management, requesting that he assign investigators to check into my personal financial affairs, even though at that time, to my knowledge, no one from your committee had made an effort to inquire into my personal financial affairs.

"There are no second-class members in the UAW. *Every member*, regardless of race, color, religion, nationality, sex, ancestry, age, financial status, or any other factor, *has the right to speak freely at UAW meetings, to seek office*, unless barred by our prohibition against Communists, crooks, and racketeers, *to criticize his officers at all levels*, and to vote in secret elections for his local union officers and delegates to international conventions" (pp. 9958–9959). [Italic added.]

(On June 7, 1950, a group of dissident members of Local 12, UAW–CIO, in Toledo, Ohio, called the "Committee for Democratic Unionism," had filed with the international executive board, headed by President Reuther, 28 charges of corruption and other wrongdoing against Reuther's senior vice president, Richard T. Gosser (exhibit 46). This petition alleged, inter alia, that Gosser had denied all local autonomy and democratic rights to members of local 12; forced local 12 to buy merchandise from his hardware store at exorbitant prices; appropriated to his own use slot-machine receipts and other property belonging to local 12; compelled employees of the union to remit a part of their salaries to him in the form of kickbacks and fines; and had caused physical assaults against those who sought to expose him (ibid.). The petition further requested the international executive board to investigate the charges and, upon finding Gosser guilty, to remove him from office (ibid.). The Reuther board, after an "investigation," found "no evidence to support" these charges, denounced the committee which filed them as "wild and irresponsible" and fired Randolph Gray, financial secretary of local 12 who had sought to expose Gosser (ibid.).)

Sworn testimony and documentary evidence presented subsequently and reviewed later in this part of the report either contradicts or refutes every one of Reuther's assertions, italicized above.

During the Kohler hearing, at the request of Senator Curtis, a member of the committee, Chief Counsel Kennedy directed two members of his staff to go to Toledo, Ohio, and investigate these charges against Gosser. Reuther's testimony before the committee was interrupted while the chief counsel reported the results of the investigation:

"The CHAIRMAN. Where are the investigators?

"Mr. KENNEDY. They are not here. I believe they went out there to look into the allegations and to look at the information that had been turned over to the staff by members of the committee. They went out there to make an investigation based on those allegations and found no evidence to sustain the allegations other than the two points that have been made here today.

"One, that Mr. Gosser had an interest in a hardware store which sold goods to the union, and second, that he had an interest in a piece of land which was bought by the union. Other than that, as far as him asking any profit or doing anything criminally wrong or improper, we found nothing other than the two matters I have mentioned.

"Senator CURTIS. What I want to know is the report that I received correct that the Colonial Hardware records were not available?

"Mr. KENNEDY. Senator, there were allegations made regarding Mr. Gosser. We found no evidence to sustain those allegations. We found that some of the allegations or a good number of the allegations against Mr. Gosser were made by an individual who was out of his mind, and at the time that the allegations were made even those who made them now say they were improperly stated at that time.

"So we found that there was nothing to it.

"Senator CURTIS. Mr. Reporter, will you read the question?

(The pending question was read by the reporter.)

"Mr. KENNEDY. At least as far as the report, whether the records of the Colonial Hardware being available, Senator, I am not certain. As far as whatever they were able to examine, which I found was the important thing, they found nothing to sustain the allegations against Mr. Gosser.

"Senator CURTIS. The Colonial Hardware records——

"Mr. KENNEDY. If they talked to you afterward and if they made that statement to you that the records of the Colonial Hardware were not available, I am sure that is an accurate report. I think these dealings all took place some 10 years ago anyway.

"Senator CURTIS. The late forties—1949, I think. I think a fair report of what the investigators reported was that they found no evidence. I don't think it could be said that they found evidence that the charges were not true or that they were true.

"Mr. KENNEDY. Just that they found no evidence to sustain the allegations, which is what I said.

"Senator CURTIS. It is my understanding that they did not get the records of the Colonial Hardware Store and also that they did not get any records or information concerning the slot machines" (pp. 10211–10212).

Up to this point in his testimony, Reuther, while maintaining that the UAW was free of corruption in general terms, had appeared somewhat guarded and apprehensive when questioned about specifics, or so it seemed. However, any reluctance on his part disappeared upon being thus assured by the chief counsel that the committee had no evidence to refute him. Thereafter, he praised Gosser with the abandon of a man who never expected to be called to account for any misstatements of fact. That such was the case is shown by the fol-

lowing exchange between him and Senator Curtis who examined him on some of the allegations:

"Senator CURTIS. Then he (Gosser) was a part owner in the Colonial Hardware Store?

"Mr. REUTHER. It is my understanding that he held an interest in the Colonial Hardware Store.

"Senator CURTIS. Did the Colonial Hardware Store sell supplies to the Building Corp.?

"Mr. REUTHER. It is my understanding that the local union did purchase certain supplies from the Colonial Hardware Store. It is my understanding, also, that it was always done on a competitive basis.

* * * * * * *

"Senator CURTIS. It is true that there were a considerable number of slot machines in various union headquarters in the Toledo area in the late 1940's?

"Mr. REUTHER. Not to my knowledge.

* * * * * * *

"Senator CURTIS. You would not know, then, whether it is true that 50 percent of the proceeds of these slot machines went into the union treasury?

* * * * * * *

"Mr. REUTHER. I know nothing about slot machines, and I just do not think they were there, because the attitude of our union on this matter has been clear for a number of years.

* * * * * * *

"Senator CURTIS. Then you do not know whether Mr. Gosser got 50 or 80 percent of the slot machine, do you, the proceeds?

"Mr. REUTHER. Senator Goldwater, I would stake my life——

"Senator CURTIS. Thank you again.

"Mr. REUTHER. On the fact that Mr. Gosser has never taken a penny that did not belong to him, and I do not think he would have taken a penny from a slot machine if there were any there" (pp. 10206–10207).

* * * * * * *

"Mr. REUTHER. I said earlier that, first, I did not know there were any slot machines, and I am sure there are none now, if there ever were any; and I am also positive that Mr. Gosser never got a penny out of any slot machine if there were any.

"I happen to know Dick Gosser, and I know he has made a great contribution to this union. He has made a great contribution to the city of Toledo. He is a decent, honorable citizen, and I know he would not take a dishonorable penny from anyone or any source.

"Senator CURTIS. But you would agree that the practice of someone buying and selling to themselves with other people's money is not a good practice, not ethical, would you not?

"Mr. REUTHER. That is precisely why we asked Mr. Gosser to sell his interest in the hardware store.

"Senator CURTIS. This reference to the slot machines in the Toledo Union Journal of June 16, 1950, carried an allegation by members of your union that in a typical month the gross take from the slot machines owned and operated by local 12 exceeded $2,200.

"These union members, in the union paper dated June 16, 1950, alleged the amount turned into the local was approximately $1,100. The difference was turned over to Brother Gosser's office.

"We have gone back quite a way in investigating unions. We want back to 1929 in reference to the operating engineers and we went back almost that far in some others.

"Certainly, to go back to the date of the last major labor legislation to gather information for legislative purposes is not objectionable. I would not think so. Since that time, Mr. Gosser has been promoted to vice president; is that correct?

"Mr. REUTHER. Yes; Mr. Gosser was elected vice president since the date of the incidents that you are talking about" (p. 10210).

Reuther's testimony and the chief counsel's clean bill of health for Gosser, set forth above, was followed by what was presumably intended to end any further demands by members of this committee or the public that Reuther and the UAW be thoroughly investigated by this committee with the same staff and in the same manner as it has examined other unions and other union officials. To our surprise, the chief counsel called as a witness his chief investigator, Carmine Bellino, who unknown to the Republican members, had been directed by the chief counsel to conduct an investigation of Reuther and certain selected books and records of the UAW international. Under the chief counsel's questioning, Bellino stated that Reuther had reported as taxable income all of his union salary; that the UAW records which were selected for examination were free of false entries; that entries therein were supported by underlying data and could be traced as to source: "*All you need is the time*"; and the "*method of keeping the books is one of the best methods we have seen in any union*" (pp. 10242–10244). Thus, by implication, the UAW International and some 1,200 local unions achieved the status of having undergone a complete expiating audit.

The committee further questioned Reuther about the nature of the mysterious UAW "flower fund" into which, the record shows, such international representatives as Donald Rand have contributed a part of their salaries. Thus, Senator Curtis said:

"If I may go on to another matter, it has been testified here by Mr. Donald Rand, an international representative, that he made payments into a union fund with more or less frequency, about $10 a week. I asked him when he was testifying if that would amount to about $500 a year because he said it was not absolutely regular on a weekly basis, and he said that it would.

"Mr. Chairman, I have spoken to Mr. Bellino about this and I wonder if Mr. Bellino could be sworn and answer just a question or two?

"The CHAIRMAN. Mr. Bellino, come around, please, sir. You have been previously sworn, have you?

"Mr. BELLINO. Yes, sir.

"The CHAIRMAN. You will remain under the same oath. Proceed.

"Senator CURTIS. Mr. Bellino, Mr. Reuther stated on Thursday of this week, page 4189, and I quote:

" 'I met on a number of occasions with Mr. Bellino. I think large numbers of the staff of our union, other officers have, and we turned over to him all of the records of the international union.'

"My question is: Did you have any records turned over to you relating to these payments made by Mr. Rand?

"Mr. BELLINO. I don't quite follow you, Senator.

"Senator CURTIS. Mr. Rand testified that he paid about $10 a week into a fund of some kind—flower fund—he stated that it was regular as to time and I asked him if it amounted to about $500 a year and he said 'Yes.'

"In the records turned over to you, did you have any records that would reveal to you Mr. Donald Rand's transaction or contribution or any similar ones?

"Mr. BELLINO. Senator, the records which were turned over to me were only those that I specifically requested. I did not, when in Detroit, specifically request any flower funds in which Mr. Rand may have contributed.

"Therefore, I did not get any such records.

* * * * * * *

"The CHAIRMAN. Just two or three questions to get this in perspective. What is the flower fund? Is that an assessment or a voluntary payment?

"Mr. REUTHER. The flower fund is a purely internal political fund contributed voluntarily by members of our union at different levels of our union for the purpose of financing the political fights in the union. This is how we finance the fight against the Communists. This is how we finance the fight to keep the racketeers from taking over our local union. We do not think it proper to finance internal political problems out of union dues and we have a separate fund.

"The CHAIRMAN. That is like making campaign contributions?

"Mr. REUTHER. It is like a campaign fund.

"The CHAIRMAN. But it is for political purposes in the unions?" (p. 10213).

"Mr. REUTHER. Exactly. We did ourselves. The Communists had their caucuses. We financed ourselves by contributions. I don't know where they get their money but I know where we got ours, voluntary contributions.

"The CHAIRMAN. Do you keep records of this fund?

"Mr. REUTHER. What happens is that there are many of these funds at different levels of our local union. At the international level there will be several and there will be a committee, the fellows who collect the money and who keep the records and the books, and so forth. We told Mr. Bellino, he will tell you, I talked about this, and I said this has nothing to do with the union funds but if you want to look at it we will show you the record. We don't have anything to hide.

* * * * * * *

"The CHAIRMAN. Some unions do (spend union money for union politics) but your union does not?

"Mr. REUTHER. That is right. We don't. We don't think it is proper to spend union money for political matters relating to electing me or somebody else. We raise our own money" (p. 10214).

* * * * * * *

"The CHAIRMAN. May I ask, does any Senator on the committee want those funds investigated?

"Senator CURTIS. May I ask a question or two about them first?

"The CHAIRMAN. Yes, sir.

* * * * * * *

"Senator CURTIS. Well, how much do you, have you contributed?

"Mr. REUTHER. I have contributed at one time as much as $75, depending on the situation.

"Senator CURTIS. In cash?

"Mr. REUTHER. I have always made it in cash, yes.

"Senator CURTIS. Are the disbursements made in cash, too?

"Mr. REUTHER. I suppose there are cash disbursements and there are disbursements by other means.

"Senator CURTIS. Where is this fund banked?

"Mr. REUTHER. Where is it banked?

"Senator CURTIS. Yes.

"Mr. REUTHER. Well, this is what Mr. Bellino will find out when he sits down to talk to the people who handle it.

"Senator CURTIS. I understand. But I am asking you where is this banked?

"Mr. REUTHER. Since I don't handle the funds, I don't know. I know it is banked.

"Senator CURTIS. You don't know where?

"Mr. REUTHER. I don't know where it is banked, I don't handle it.

"Senator CURTIS. Don't you?

"Mr. REUTHER. Senator Curtis, look. I am not a little boy. I told you I make my contributions. A member of my staff of the committee that handles it. I have complete confidence in their integrity and I know they are banking it and handling it properly. Do I have to go around and look over their shoulder?

"Senator CURTIS. No, but I think it is proper to expect that you know where they are banked.

"Mr. REUTHER. Well, Mr. Bellino can find out for you, and he can tell me at the same time and we would both know."

"Senator CURTIS. Of course, here is the thing, I can't answer the question of the chairman whether I want it investigated until I know whether there are records of all the receipts and disbursements.

"The CHAIRMAN. I understand this witness doesn't know, he doesn't have the record. But what we can do is we can send an investigator out there to find out whether there are records and what they show.

"Mr. REUTHER. We are perfectly willing to cooperate, Mr. McClellan, because we have nothing to hide. I think if we were spending the union's money for internal political purposes you might investigate that. We are spending our own money because we think that is the right way to do it.

"We have nothing to hide. Come out and look at the records. We will cooperate and pull them together.

"Senator CURTIS. I have one more question with regard to this and then I will announce whether I want them investigated. Are any assessments made against individuals with regard to this fund?

"Mr. REUTHER. They are not. Every dollar that is in these funds is a purely voluntary matter" (pp. 10219–10220).

Although we, the undersigned, were not satisfied with either the chief counsel's investigation into the Gosser matter, Mr. Bellino's investigation of the rest of the UAW, or Mr. Reuther's explanation that the "flower fund" was voluntary, these matters remained dormant until the spring of 1959. At that time it was widely published in the

press that a New York grand jury had alleged that one of Gosser's administrative assistants, Peter Zvara, had received more than $62,000 in bribes from a New York industrial engineering firm as payment for his using union influence to obtain contracts to perform industrial engineering services for Toledo employers who bargain collectively with the UAW. Also, according to the press, Gosser was questioned by the New York grand jury as to whether he had received any part of these bribes from Zvara, but Zvara refused to appear and testify.

These recent disclosures renewed interest in the Gosser matter. Accordingly, Senator Curtis obtained permission from the chairman to take another look at Gosser, with the assistance of Assistant Counsel Robert E. Manuel, a member of the staff assigned to the Republican members of the committee. The chairman further agreed, in April of 1959, that at Senator Curtis' request, the committee would hear in executive session the results of the preliminary investigation, and thereafter, would determine if the evidence adduced warranted a full-scale investigation by the staff into Gosser and any other leads suggested, followed by the usual open or public hearing.

An initial appraisal of the evidence easily unearthed by Assistant Counsel Manuel satisfied him and Senator Curtis that (1) many of the 28 charges filed against Gosser in 1950 by the "Committee for Democratic Unionism" were true and proved to Reuther's international executive board; (2) that Reuther presided over the union trial of Gosser which whitewashed him and suppressed the evidence of his guilt; (3) that Reuther had misled the committee when he swore the "flower fund" was composed of voluntary contributions when, in fact, they are enforced "kickbacks"; and (4) that since Zvara admitted to keeping only about one-half of the bribe money for himself, there was a possibility that the balance was paid by him to a superior.

On July 22, 1959, the chairman, in accordance with the rules of the select committee and his prior commitment to Senator Curtis, scheduled executive sessions for July 27 and 28, 1959, at which time, the committee would hear the results of the Gosser investigation presented by Senator Curtis and Assistant Counsel Robert Manuel. However, these scheduled hearings were delayed due to the demands of the chief counsel that Senator Curtis surrender to him the files and responsibility for presenting the hearing. These demands were rejected by the majority of the committee members, and, finally, on August 11, the executive session began. At the outset, Senator Curtis stated:

"The purpose of this investigation is to lay before the committee in executive session certain information that has come to me, for the purpose of delivering that information to the committee in executive session under oath, so that the committee might decide whether or not a full-fledged investigation should be made. This is not presented with the idea that it is a completed investigation (p. 19916).

On August 11, 12, and 13, 1959, the committee heard in closed session the first six witnesses, including Richard Gosser and his former assistants, Zvara and Love, who invoked the fifth amendment in response to all questions relating to the bribery and "flower fund." Throughout this period, Reuther and his UAW attorneys, joined by Senators Kennedy and Church, contended that closed hearings were unfair to the UAW and demanded that they be made open. Consequently, when the committee met to hear the remaining nine witnesses

on August 20, 1959, it voted to hear them in open session (p. 20109). Accordingly, the hearings on August 20, 21, and the last session on September 8 and 9, 1959, were of the usual public nature. Once the demands of Reuther for open hearings were granted, however, the proponents of open hearings, now joined by the chief counsel, insisted that open hearings were also unfair to the UAW and demanded that any further hearings into the UAW, private or public, be suspended (pp. 20157–20162, 20195, 20196, 20203, 20204, 20254, 20255).

Thus, these hearings were conducted under the most trying conditions. Due to repeated delays and continuances of the committee, many of the witnesses, in order to testify, were required to make four round trips from their jobs in Toledo and Detroit to Washington, D.C., and, in addition, suffered the losses of many weeks of needed pay as a result of being absent from work. Moreover, the actions of the chief counsel were designed to obstruct any really effective hearings into the issue of corruption in the UAW. The record demonstrates to any impartial reader that he openly acted as defense counsel for those under investigation, although the UAW was already represented by an impressive array of three able lawyers, and assumed the role of avenging angle toward witnesses who, under subpena, were cooperating with the committee to expose corruption in the UAW. Authorized to take no part in the proceedings, he, nonetheless, officiously praised pro-UAW evidence and belittled that which tended to prove investigative charges. And, when it was proved that Gosser's corruption had been whitewashed by Reuther and the entire top leadership in the UAW International, he, with an eye to the press tables, denounced the hearings as a "fraud" (pp. 20254, 20255).

We can safely say that never in all our combined experiences with committees of Congress have we witnessed such a display of obstruction, impertinence, and disrespect by an employee of the Senate.

The testimony of witnesses and documentary evidence adduced at the hearings may be summarized as follows:

B. THE REUTHER BOARD EXONERATION OF GOSSER

1. Background information on Gosser

In 1937, Richard Gosser, then an electrician at the Willys-Overland Co. in Toledo, Ohio, was elected president of local 12, UAW–CIO, a big amalgamated local which then and now bargains collectively for the employees of Willys-Overland and about 50 other employers in the Toledo area (pp. 19984, 19985, 19988). He served in that capacity until 1943 when he was elected director of region 2–B of the UAW International, a position he held until October of 1947, when he was elected vice president as a part of the Reuther political caucus at the UAW's convention in Atlantic City, N.J. (pp. 19988, 19989). Because of his long tenure, Gosser is now senior vice president, having been reelected with Reuther's support, in October of 1959, following the hearing. By virtue of his position in the UAW International, Gosser is and has been since 1943, a member of the 25-member international executive board, which is now composed of President Reuther, Secretary-Treasurer Mazey, the 4 vice presidents and 19 regional directors.

The evidence shows that Richard Thomas Gosser, alias Richard M'Mullen, Richard Goffer, Richard Goofer, has a police record of

arrests and indictments in the 1920's for such offenses as burglary, auto theft, and receiving and concealing stolen property (p. 20257). In the early 1920's he was also convicted for an armed robbery in the State of Michigan with one Tony Scott Paul, identified as a member of the Toledo underworld, and was sentenced to 2½ to 15 years in the Michigan State Reformatory, Iona, Mich., where he and Tony Paul served 2½ years (pp. 20027, 20257). The evidence also showed that Gosser knew and did business with Joe and Ben Fretti, who were by common repute and Gosser's admission, a part of the Toledo mob which controlled the slot machines and other gambling. In fact, he arranged for the Frettis to place syndicate-owned slot machines in local 12 union halls during 1946–48, and used union funds to buy other machines (pp. 20297, 20298). There is no record of subsequent arrests or conviction, but he confided to the committee that the FBI had investigated him as a suspect in the unsolved 1948 shooting of Walter Reuther (p. 20039).

Richard Gosser is a man of considerable property which he has somehow managed to acquire over the years although his union salary has at no time exceded $12,500 per annum until 1958, when it was increased to approximately $17,000 per year. According to his testimony before the select committee on August 13, 1959, Gosser owns his present home in Toledo, Ohio, and another residence at 408 Longacres Court, Hollywood, Fla., where he winters for his "health" (pp. 20032, 20033). In addition to this and many disclosed bank accounts, Gosser owns the following real estate or an interest therein:

(1) R. & M. Ranch, doing business as Gosser & Ballard, a farm of 1,184 acres which has a northern division in Michigan and a southern division near Monticello, Fla. This ranch, of record, is owned in equal shares by Gosser and Charles Ballard, now and since 1947, director of UAW region 2–B, and their respective wives, Ruth and May; hence the name "R. & M." (p. 20032).

(2) C. & R. (Circle Ranch), also located in Florida, containing 1,829 acres. Gosser stated that he and Ballard own this ranch jointly with Don Pinciotti an international representative on Ballard's staff and nine other unidentified UAW representatives (pp. 20032, 20033).

(3) R. & R. Enterprises, doing business as Richard and Ruth Gosser, a 600-acre farm near Adrian, Mich. Gosser sold this ranch, apparently early in 1959, but holds a second mortgage thereon for $28,000 (pp. 20033, 20034).

2. The 28 charges

The 1950 Toledo revolt against Gosser was spearheaded by a reform group of local 12 members who termed themselves the "Committee for Democratic Unionism." The rebels petitioned Walter P. Reuther for a redress of grievances in accordance with the provisions of the UAW International constitution, and, consequently, Reuther appointed three members of his international executive board to serve as a committee to investigate these charges and report back to him. This committee, known as the Cody Committee, was chaired by Regional Director Edward Cody and included, as members, Emil Mazey, secretary-treasurer, and Regional Director Michael Lacey. The Cody Committee, on June 1, 1950, heard eight witnesses who testified in support of their charges against Gosser. A transcript of this testimony can be found reprinted at pages 20413–20432 of the record.

Following a suggestion made by Cody that these charges be submitted in writing, the "Committee For Democratic Unionism," by Harold Billheimer and Edward Duck, chairman and secretary, respectively, on June 7, 1950, preferred 28 specific charges against Gosser directly to Reuther for further investigation by his international executive board, of which he is chairman. This petition prefaced the 28 charges with this statement:

"We respectfully submit to your board during this session a detailed list of charges which should be thoroughly investigated by your board in the interest of correcting an intolerable situation. We seek to stop the rapid disintegration of Local 12, UAW–CIO, which we thoroughly believe to be the inevitable result of the dictatorial rule of Richard T. Gosser and his handful of assistants and henchmen. We further believe that the evidence we are about to offer to our executive board proves beyond any shadow of a doubt that the dictatorial rule of Brother Gosser and his group has resulted in the corrupting of our union affairs for the personal gain of the few. This is the inevitable result of the concentration of too much power in the hands of one man and it likewise bears strongly on the wisdom of enforcing the protection assuring local autonomy in local union affairs. We, therefore, submit the following specific charges which we are certain an impartial investigation of all of the records and other evidence available to your board will substantiate beyond any question. In setting forth these charges we ask that you bear in mind that we do not have access to the original records of local 12 or of the Automotive Workers Building Corp., or of the region 2–B office now quartered in local 12. As a result of a longtime investigation, made at great handicap and expense to individual members, we are certain that every charge we are making herewith will be fully proved if all records, accounts, and other information is utilized. It is the opinion of the men whose signatures are on this statement that an impartial and complete investigation would reveal many of the dishonest and detrimental acts concerning which we lack precise knowledge at this time (exhibit 46, p. 19).

On June 13, 1950, after hearing more than 50 witnesses, Reuther's board found "no evidence" to support any of these charges and issued a clean bill of health to Gosser (ibid. at p. 4).

However, the record of the hearing before the select committee clearly demonstrates, 9 years later, that many of these charges, and perhaps all, were true and known to be true to Walter Reuther and the entire top leadership of the international union. Thus, the subject matter of the hearing was not a mere reconsideration of "ancient and unfounded charges," as the chief counsel and the UAW contended.

The record contains a copy of the 28 charges preferred against Gosser and a copy of the international executive board's findings of "no evidence" (exhibit 46). For the truth of many of the charges, see a copy of the transcript of testimony heard by the Cody Committee (pp. 20413–20432). This transcript, which Joseph Rauh, attorney for the UAW, swore under oath had never existed, was subsequently produced by one of the witnesses and was made a part of the record. The other transcript of the "more than 50" witnesses who testified before the board would undoubtedly show the nature of the investigation and the trial of Gosser, but that document, UAW Counsel

Rauh also alleged did not exist, and was not produced for the select committee. Nonetheless, as this report will demonstrate, all of the more serious of the 28 charges selected for hearing were documented by the evidence.

C. GOSSER'S DOMINATION OF LOCAL 12 AND DENIAL OF UNION DEMOCRACY

For example, allegation No. 18 states: "It is alleged that Brother Gosser dominated local 12 during the period he was an international officer."

The board found that "this allegation has not been substantiated by supporting evidence." This finding should be kept firmly in mind when considering the evidence considered hereinafter.

Several witnesses testified that even after he became an international officer in 1943, Gosser continued to dominate the affairs of local 12 in the same manner as he had while local president. With the assistance of the Willys-Overland unit, where there was much pro-Gosser strength, Gosser was able to rig the elections of local officers whom he handpicked because of their subservience to him and his policies.

(1) *Political activities; use of UAW automobiles and manpower to influence elections*

Lloyd Speidell, who had been "elected" recording secretary of local 12 in 1944, told the committee that this "method of voting was pretty certain that there was not much chance to it" (p. 20088). When asked to "explain that," Speidell replied as follows:

"The way the elections were controlled, different shops in the local had checkoff systems, but there was only one shop, that was Willys-Overland, where even though your dues were taken out of your check, you had to go down to the local, a member at Willys-Overland had to go down to the local at least once every 2 months and have an attendance card punched.

"There were two forms of dues receipts at the local. One was a white one, about 4½ inches square which, in times of confusion regarding your union dues, was official, and no other receipt was official, when you got in a mixup on your dues. Then in addition to that therew as an attendance card which had the months, the names of the months, around the card, and if you wanted to go down to the local and have that punched, you could.

"In all of the shops in the local, and there had been as many as 65 at one time, those that had checkoffs, none of the members were required ot go down and have this card punched except Willys-Overland. Even though they had a checkoff, they still had to go down to the local at least once every 2 months.

"When the local 12 elections come up, you had to have this attendance card to vote, even though you had your white receipt. You couldn't vote on that. You had to have your attendance card. Nobody could get your attendance card for you between the first of the year and the local 12 elections, which usually occurred in April. You had to go down and get it yourself.

"The people are no more interested in voting, you all know that, in a local union than they are in any other kind of election. So they

would not take the trouble to go down and get a card. There were perhaps 45,000 members in the local.

"The CHAIRMAN. How many?

"Mr. SPEIDELL. During this war, there were perhaps as many as 45,000.

"The CHAIRMAN. 45,000?

"Mr. SPEIDELL. Yes. And of all these members, the only ones who had to get attendance cards were the people at Willys-Overland. Then when election time came up, the people under Mr. Gosser's direction took cars, and went out to Willys-Overland during working hours and hauled people down.

"The cars were numbered on the windshield, with numbers that big [indicating], and I have seen cars as high as No. 25, and the people they wanted to bring down to vote were brought down, at company expense, I believe.

"So there was never any element of doubt in an election.

"Senator MUNDT. What would happen, Mr. Speidell? You say that the people in Willys-Overland had to go down and get their attendance cards punched. That indicates there was some compulsion about it. Suppose they had some obstinate guy who said, 'I will not go down'?

"Mr. SPEIDELL. He became suspended.

"Senator MUNDT. From the union?

"Mr. SPEIDELL. That is right.

"Senator MUNDT. Even though he paid his dues?

"Mr. SPEIDELL. That is right. That is to the best of my knowledge. I believe I am right. There was some compulsion. They had to do it, but no other shop in the local had to do it.

"The CHAIRMAN. What was the idea of getting an attendance card punched?

* * * * * * *

"Mr. SPEIDELL. It insured the fact that each member at Willys-Overland had an attendance card and when election time came they didn't have to question. We did campaign ourselves. You would try to get your own shop to vote. You would do your darndest to get your members from your own shop down to the local to get cards. but on their part it was all voluntary. They would say, 'Yes, we will go down and get them.'

"But you fellows know how hard it is to get people out to vote. You couldn't get them out.

* * * * * * *

"The CHAIRMAN. As I understand, 65 shops all belonged to the same union, and the way they controlled the election, according to your viewpoint or your testimony, is that the Willys-Overland people had to go and have their card punched.

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. The others did not have to?

"Mr. SPEIDELL. That is true.

"The CHAIRMAN. How many employees were in Willys-Overland?

"Mr. SPEIDELL. I guess during the war they would run 15,000.

"The CHAIRMAN. About 15,000?

"Mr. SPEIDELL. Yes.

"The CHAIRMAN. So they would have them all required to go get their cards punched?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. Then they haul them out on election day to vote?

"Mr. SPEIDELL. Those that they wanted to haul.

"The CHAIRMAN. Those that they wanted to vote?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. Were the others precluded from voting?

"Mr. SPEIDELL. If they did it on their own time they could vote.

"The CHAIRMAN. But the ones they wanted to vote particularly didn't lose any time?

"Mr. SPEIDELL. No, sir.

"The CHAIRMAN. Is that what you are saying?

"Mr. SPIEDELL. That is what I am saying.

"The CHAIRMAN. How many would vote in those elections out of the 40,000?

"Mr. SPEIDELL. That was always a secret. It was never divulged. But the number of votes usually would run all the way from 500 to 700 or 800.

"The CHAIRMAN. From 500 to 700 or 800?

"Mr. SPEIDELL. All the while that I had knowledge of it.

"The CHAIRMAN. Do you mean as a total vote out of 40,000?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. They would vote in the elections?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. Were you elected in that kind of an election?

"Mr. SPEIDELL. That is right, sir (pp. 20088–90)."

Speidell's testimony, quoted above, was corroborated in all material respects by another witness, Harold Billheimer, a member of local 12 for the past 36 years and onetime local 12 board member (pps. 20342–20343). Billheimer further declared that he knows from personal knowledge that the Gosser-Willys-Overland method of rigging the elections prevails to this day (ibid.).

One of those who, according to Speidell, hauled pro-Gosser voters from Willys-Overland to the voting booths at local 12 headquarters was Cyrus Martin, a former international representative assigned to the staff of Gosser when he was regional director of region 2–B in 1947 and later to the staff of Charles Ballard when he succeeded Gosser in office. Martin stated that when he helped to ferry the "safe" voters to the polling booths——

"The steward in the plant would gather the employees at different times of the day, different hours, and take them out to the gate, and then the cars would haul them down, and then they would vote."

"Senator CURTIS. Was it your opinion that the purpose of this, and that it did work out that way, was that that always provided enough pro-Gosser votes to carry the election?

"Mr. MARTIN. That is right, Mr. Senator.

"Senator CURTIS. I have read the statement that you made where you stated that at the time there were about 35,000 members in local 12, that the highest you have known of voting were around 3,500. Is that your best estimate at this time?

"Mr. MARTIN. To my knowledge, that is right.

"Senator CURTIS. That would be about 1 out of 10?

"Mr. MARTIN. That would be right.

"Senator CURTIS. If someone was not one of the Gosser clique, they would have to provide their own transportation down to vote; is that correct?

"Mr. MARTIN. That is correct, Mr. Chairman.

"Senator CURTIS. Would they have to either lose pay or go down after hours?

"Mr. MARTIN. That is pretty hard to answer. If they could sneak out and the boss didn't see them, I imagine they would get paid.

"Senator CURTIS. But in general was that true?

"Mr. MARTIN. Here is how they actually operated. The steward body in these departments knew who was going to support who before they would allow them to go down to vote. In other words, bring them down to the gate so the drivers could take them down to vote. They knew who they was taking down there (pp. 20193–20194)".

Martin admitted to prior membership in the Willys-Overland "flying squadron," a "goon squad" of from 100 to 150 unioneers who, when needed, assisted the employees of struck plants by providing "strike violence" and "intimidation" to induce some union members and others "to do certain things" (p. 20194). According to Martin, the "flying squadron" members wore uniforms on some occasions and were directed by Gosser, whose rank appeared to be commander in chief, for he wore "three or four" stars on his uniform and marched at the head of the columns in the Labor Day parade (p. 20235).

The record evidence shows that the Willys-Overland management was fully apprised of the fact that Gosser was using the voters from that shop unfairly to elect those whom he favored. John Bolman, a former chairman of the Spicer unit of local 12, stated to the committee that he personally complained to management. His testimony is thus:

"Mr. BOLMAN. I went to the office of the president, Mr. Rouch.

"Senator CURTIS. Who was with you?

"Mr. BOLMAN. Mr. Davidow.

"Senator CURTIS. Mr. Gray's attorney, sitting here?

"Mr. BOLMAN. Sitting at the end of the table.

"Senator CURTIS. Now, what did you say to this Willys-Overland official, and what did he say to you?

"Mr. BOLMAN. I pointed out to Mr. Rouch that the management of that plant could be charged with unfair labor practice under section 8 of the National Labor Relations Act, at that particular time, the Labor-Management Relations Act of 1947, wherein under paragraph 2:

" 'It shall be an unfair labor practice for an employer to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.'

"With respect to the fact that the management would be permitting employees to go to local 12 for voting purposes on time that was paid for by that company and later on, I observed this practice take place at the time of the local 12 elections.

"Senator KENNEDY. Are you saying that is an unfair labor practice?

"Mr. BOLMAN. It would be my judgment that it would be" (p. 20334).

Larry Davidow, formerly the first chief counsel of the UAW–CIO and now a practicing attorney in Detroit, confirmed Bolman's testimony, as follows:

"Senator CURTIS. Now, Mr. Davidow, you heard Mr. Bolman testify about making the complaint to management of Willys-Overland concerning the manner in which union members working at the Willys-Overland unit were voting on company time, and ferried down in cars, and that was different from the other units.

"Do you remember that incident?

"Mr. DAVIDOW. I do.

"Senator CURTIS. You tell us what happened, briefly.

"Mr. DAVIDOW. I made the arrangement to meet Mr. Rusch in his office after Mr. Bolman had reported to me what had been the practice at Willys-Overland. We met Mr. Rusch at his office, according to appointment, at which time Mr. Boland told Mr. Rusch what had been taking place. I, at that time, expressed my opinion that those practices were a violation of what is now called the Labor-Management Act. Mr. Rusch promised to make an investigation and get in touch with me. I never heard from Mr. Rusch" (pp. 20336–20337).

* * * * * * *

"Senator CURTIS. Does this practice of voting union members from Overland continue up to the present time or near the present?

"Mr. BOLMAN. I am so informed" (p. 20337).

The international executive board's finding of no evidence to support the charge of domination completely baffled Speidell. He said:

"I had the occasion in 1950, in the Secor Hotel in Toledo, to talk to the entire executive board, with Mr. Reuther presiding, and told him all these things and many, many more. His secretary took notes. She sat on his left-hand side and took down everything I said, and all other speakers. * * * The lady took down everything, and he never asked me questions or anything" (p. 20100).

(*2*) *How dissidents are eliminated*

The expulsion of Cyrus Martin.—Martin stated that at the time in question he was friendly with Lloyd Speidell and one Frank Molick, who also had been an official of local 12 under Gosser. Both Speidell and Molick, who then owned the "Mo-Del Tavern" in Toledo, were assisting the "Committee for Democratic Unionism" to expose Gosser and sought the assistance of Martin in this effort. Martin said his visit to the "Mo-Del Tavern" was followed by these events:

"I went in to Mr. Gosser's office. I would like to point out that in regard to that, Mr. Gosser called me into his office; I was not on Mr. Gosser's payroll. I remained on the regional director's payroll, Mr. Ballard, and constitutionally Mr. Gosser didn't have no jurisdiction over me in regard to my activities or anything else. Mr. Ballard did, but Mr. Gosser didn't. He saw fit to go to work to take jurisdiction. He called me into his office and asked me, he says, 'Martin, what is this I heard about you? I heard you were in Molik's and Speidell's place yesterday.' I said I was. I said, 'Mr. Billheimer and Mr. Martin came out and said they wanted to enlighten me on a few things that was going on in the local union.' He says, 'Do you want to play ball with them?' 'I don't know whether you call it playing ball with them or not, but if you are going to tell me who I am going to work and talk to in regard to my social life.' He said, 'If that is the way you feel about it,' he says, 'when you are physically

able to go back in the shop, you go there, and there will be a job available. I am telling you right now, when you go back in there, keep your nose clean, or you will pay the penalty for it' " (p. 20199).

"Senator CURTIS. So for some months following your sick spell, you did work in the shop?

"Mr. MARTIN. Like I say, about 3 months afterward I went back to work in the Willys-Overland in the body shop, as a welder in department 187 or 186. It is one department or the other. There I took a job as a welder.

"Senator CURTIS. How could Mr. Gosser send you back to the shop?

"Mr. MARTIN. I think as these hearings proceed everybody on this committee will be aware of the fact why he sent me back to the shop. Mr. Gosser, in my opinion, at that time, he wasn't only vice president—he was regional director, he was president of the Toledo Industrial Council, he was president of local 12. In other words, he ran the whole show.

"Senator CURTIS. Whether he held those offices or not, he dictated the policy; is that your statement?

"Mr. MARTIN. Repeat that again, Senator.

"Senator CURTIS. I say whether or not he held all those offices, he dictated the policies.

"Mr. MARTIN. He sure did. The proceedings of this hearing will show that.

"Senator CURTIS. Did he also dictate to Willys-Overland what they should do?

"Mr. MARTIN. That is right. In other words, he said who was going to be the chairman, the vice chairman, and so on and so forth.

"Senator CURTIS. Chairman of what?

"Mr. MARTIN. Of the Willys-Overland unit.

"Senator CURTIS. He determined that?

"Mr. MARTIN. He determined who was going to run and who was not going to run.

"Senator CURTIS. Then the voters were hauled to the polls to bring that about?

"Mr. MARTIN. That is right" (pp. 20199–20200).

After Martin was sent back to the plant at Willys-Overland, he did not heed Gosser's admonition to keep his "nose clean" or "pay the penalty for it." He quickly became the leader of an anti-Gosser group which advocated such democratic reforms as conducting local 12 elections in each plant where the employees worked, instead of compelling all voters to travel to local 12 headquarters to vote or, in the alternative, to have the ballots "turned over to Briggs Express Agency at night and be brought back next morning" (p. 20200). In addition, Martin wrote an "as told to" series of articles exposing the Gosser-Willys-Overland collusive method of rigging the elections, which was published in the February 11 and 12, 1951, issues of the Toledo Blade (pp. 20208; exhibit No. 25). These two articles, sworn to by Martin at the hearing, were placed in the record as "Exhibit 25." Martin received no pay for these articles when they were written, but some 6 months later the Blade editor learned of Martin's financial needs and paid him $200 or $250 for them (p. 20210).

For thus exercising his rights freely and lawfully to express his opposition to Gosser, Martin was required to "pay the penalty" which Gosser had promised to exact. After Martin had been working in the Willys-Overland plant "2 or 3 weeks," Arnold Shenofsky, " a Gosser man," was transferred to Martin's department (pp. 20200–20201). Shenofsky soon provoked Martin into a fight and assaulted him with a "broken beer or a pop bottle" (p. 20201). Martin displayed three pictures of his face showing injuries across the bridge of his nose and indicating that perhaps his assailant was aiming for his eyes.

"Senator CURTIS. Now, I hand you some pictures and ask you to tell us what those are.

"The CHAIRMAN. I hand you three pictures and ask you if you recognize yourself?

"Mr. MARTIN. Them is the pictures that was taken of me after my release from the hospital which was approximately 5 or 6 days after I was beaten up.

"The CHAIRMAN. They will be made exhibit No. 24.

"(The photographs referred to were marked "Exhibit No. 24" for reference and may be found in the files of the select committee.)

"Senator CURTIS. Will you hold them up so the committee can see them? That hit you right at the bridge of the nose?

"Mr. MARTIN. I had two cuts. One down through here and a cut on my forehead and between the eyes.

"Senator CURTIS. Do you still have a scar?

"Mr. MARTIN. I still carry the scars.

"Senator CURTIS. All three pictures are of you showing the same injury but from different angles; is that right?

"Mr. MARTIN. That is right, Mr. Senator (pp. 20200–20201).

"Senator CURTIS. What happened to you so far as your union membership was concerned following this? That is when you were expelled; was it?

"Mr MARTIN. That is right. I received a notice of charges preferred against me that was going to be read off at the next unit meeting of the Willys-Overland unit of local 12. I was at that meeting. All these charges stated that I was suspended for 99 years for conduct unbecoming a member of this union. That covers a multitude of sins and I would like to know. I have been waiting 7 years to find out what specific charges they were that caused my expulsion. "Conduct unbecoming a union member" doesn't mean a thing in itself.

"Senator CURTIS. This was for 99 years?

"Mr. MARTIN. Ninety-nine years.

"Senator CURTIS. That would exclude you at least from all plants where the UAW had contracts in the Toledo area?

"Mr. MARTIN. That is right, I lost my livelihood. I lost my insurance. I lost everything" (pp. 20201–20202).

In addition to expulsion from the UAW for 99 years and being discharged from the plant, Martin said he was subjected to economic reprisals inspired by Gosser. On March 17, 1952, Martin, with the help of a business agent for the Brewery Drivers Union, went to work for Drury's, Inc., a beer company (pp. 20205–20206). Martin's work for Drury's was apparently satisfactory; he received a $50 bonus at Christmas of 1952, a salary increase of $10 or $15 per week, and was

officially commended for his good work (ibid). However, all this changed when Gosser observed two other salesmen of Drury's delivering five cases of beer to local 12. Martin testified:

"So they brought the beer down there. They brought it inside the bar. Just then Mr. Gosser came down through the bar and was going out to his car, so the driver stated to me—and he seen this Drury's beer there, he told this Al Isalinski to go to work and take that beer out of here, 'and if you ever order any beer from Drury's,' he says, 'you will go out, too.'

"So they took this beer back. In other words, they didn't sell it. They had to take it back to the brewery. The branch manager heard of that. So he said, 'I am going to go over and see Mr. Gosser.'

"He made an appointment and went over to see Mr. Gosser in regard to the situation. He told them words to this effect: As long as you have Martin on your payroll I will not put any Drury's beer in local 12 bar.

* * * * * * *

"Senator CURTIS. * * * but is it your opinion that your trouble in carryong on this job is tied into Gosser blocking the sale of that beer in local 12?

* * * * * * *

"Mr. MARTIN. In other words, beer was put in on tap there, both beer and ale, as of January 1, 1952. That was put on January the 1st. Then the 15th I get this notice. As of February the 1st my services were terminated with the company.

"But I would also like to state in regard to that—it makes it look kind of obvious why I was discharged. A little while after I was discharged the company went to work and put on two salesmen. In other words, they said they had to eliminate one salesman in the city of Toledo. They put on two salesmen. I don't know his name, but the one was Carl Backus. He was put on a month or so after I was released from the company.

"I got a letter from the company where they said they didn't need any extra salesmen in the city of Toledo. But after I left they put on two" (p. 20206).

Expulsion from the union and Gosser's economic reprisals have handicapped Martin in his efforts to earn a living. At the date of the hearing, he said his sole income is derived from a job as janitor 2 days a week at Our Lady of Carmel Church in Temperance, Mich., which luckily is beyond the sphere of Gosser's influence (p. 20190).

The treatment accorded Cyrus Martin, a charter member of the UAW Local 12 from 1934 to his expulsion on April 20, 1951, and the organizer of 11 UAW shops in Toledo, stands out in marked contrast with the treatment accorded Shenofsky, his assailant, who pleaded guilty in court to the charge of assault on Martin, was convicted and fined $250 (pp. 20201, 20203–20204). Like Martin, Shenofsky was discharged by the employer; but, unlike Martin, Shenofsky was not expelled from the UAW. Indeed, he was defended in court by funds raised by Gosser's friends in the plant and was finally rewarded by Gosser with seniority in another UAW plant, and then a coveted job as international representative on Gosser's staff, a job he holds today (p. 20203).

D. GOSSER'S CONFLICTS OF INTERESTS

The Automobile Workers Building Corp. (AWBC) is a nonprofit corporation organized under the laws of Ohio for the purpose of holding legal title to land owned by Local 12 UAW. All members in good standing of local 12 are automatically members of the corporation. From 1943 to March 1950, Gosser was president of the AWBC in violation of the international constitution which prohibited an elected international officer from serving as an elective officer in any local or subordinate body. Although he had thus violated the constitution for 7 years, he resigned from this position on March 11, 1950 after "it was called to his attention" by a suit in the State court prosecuted by rebel members of local 12.

From 1943 to the date of this report, Gosser has also been president of Will-O-Land Sportsmen's Club, Inc., a private club, the membership of which is composed of a small, selected group of Gosser's followers in the Willys Overland unit of local 12. The evidence is that the membership ranged from about 80 in 1942 to about 25 in 1948 (p. 20243).

In May of 1943, Will-O-Land purchased a tract of land in Michigan known as Sand Lake for the sum of $9,500. Thereafter the Will-O-Land Club sold a part of this land containing a roller rink to one, William J. Davis, for $12,500, thus liquidating the original investment of $9,500 and realizing a net profit of $3,000. The residue, having a basis of zero, was sold by Gosser's private club to the AWBC on May 20, 1947, for a net, secret profit of $20,000 and later became the local 12 summer camp (p. 20243; exhibit 46, pp. 8–9). The sale of this property was forced on the union at a sparsely attended meeting of AWBC members and without the benefit of independent appraisals.

The profit of $20,000 thus realized by Gosser's conflict of interest and domination of local affairs was the subject of one of the charges heard by the Reuther board which found that there was no "private" profit to Gosser, and also that the land sold to local 12 had been independently appraised by experts who fixed the value greatly in excess of the purchase price (exhibit 46, p. 9). However, the finding of "no private profit" is pure whitewash, for the fact remains that the seller was Gosser's private club and the value of the shares of Gosser and his fellow club members increased pro tanto as a result of the $20,000 profit. Furthermore, the appraisals of the Sand Lake property, referred to by the Reuther board, when produced at the hearing, showed that they are dated June 1950, more than 3 years after the sale to AWBC on May 20, 1947 (exhibit 18).

Late in 1943, when Gosser became director of region 2–B of the UAW in Toledo, he was succeeded in the office of president of local 12 by Melvin Schultz who served until sometimes in 1949. In October of 1945, Gosser and Schultz formed a partnership, first known as G. & S. Hardware, but soon the name was changed to Colonial Hardware & Sporting Goods Co. Schultz, as president of local 12, and Gosser, as regional director and later as international vice president, president of AWBC, and director of the local 12 summer camp, then admittedly sold "large quantities" of hardware from their private

store to the local union and AWBC for the summer camp and "retirement farms" adjacent to the former (exhibit 46, p. 6).

This conflict of interest was also the subject matter of several of the charges filed against Gosser by the "Committee for Democratic Unionism" (ibid). One of these charges alleged that "Gosser and former Local 12 President Schultz ordered all local 12 and AWBC purchases for the summer camp and retirement farm be made from the Colonial Hardware." The Reuther board, after an investigation of this charge, found: "This allegation is unsupported" (ibid).

The incorrect nature of this finding was documented by Randolph Gray, financial secretary of local 12, during the time in issue, as shown by the following excerpt from the record of the committee:

"Senator CURTIS. Mr. Gray, in referring again to the action of the international executive board when they investigated this, one of the charges made by these rank and file members was identified as allegation 20–J:

"It is alleged that Brother Gosser issued orders that any vouchers containing his initials be processed immediately.

* * * * * * *

"Mr. GRAY. It had to be processed immediately if he OK'd them.

"Senator CURTIS. The findings of Mr. Reuther's international board are: 'No supporting evidence has been made to this allegation.' That is the end of the quote. Now I want to hand you certain documents.

"The CHAIRMAN. I hand you what purports to be carbon copy of a letter dated October 3, 1949, addressed to Howard Seren and Richard Gosser. I guess it is from Richard Gosser to Howard Seren. Would you examine it and state if you identify it?

"(Document handed to the witness.)

"Mr. GRAY. Yes, I remember that. I can identify it.

"Senator CURTIS. What is that?

"Mr. GRAY. It is a copy of a letter sent to me by Mr. Gosser.

"Senator CURTIS. It is very brief. I believe it will save time to read it.

"Mr. GRAY. I mean it was sent to Seren, but I got the carbon copy.

"Senator CURTIS. Who is Howard Seren?

"Mr. GRAY. It had to be processed immediately if he OK'd them.

" 'DEAR BROTHER SEREN: I am sending you this letter with a copy going to the other two fellows signing the summer camp, farm, and pavilion checks from now on so there will be no misunderstanding. On the camp, farm, or pavilion I do not want any checks signed by you until I have written my initials in the corner. Then there will be no argument as to where the money is going because I will know.

" 'Sincerely yours,

" 'RICHARD GOSSER, *Vice President.*'

"Senator CURTIS. He was vice president of the (international) union at that time?

"Mr. GRAY. That is right.

"Senator CURTIS. Did this relate to internal matters of local 12?

"Mr. GRAY. Yes.

"Senator CURTIS. You have been a longtime union official. Does a vice president have authority over the internal affairs, receipts, and expenditures of a local union?

"Mr. GRAY. Under the constitution he is not supposed to have any, but the way they operate, he seems to have some in there where he does. In other words, the international seems to uphold him.

"Senator CURTIS. So, in addition to the conflict of interest in trading with himself, he had no lawful authority to tell the local where they should buy?

"Mr. GRAY. He didn't have no actual authority, no.

"Senator CURTIS. All right. Here is another letter.

"The CHAIRMAN. The Chair presents to you a photostatic copy of a letter, dated May 25, 1946, addressed to you, apparently from Mr. Gosser. Will you examine it and state if you identify it.

"(Document handed to the witness.)

"Mr. GRAY. Yes, I can identify it.

"Senator CURTIS. What is it?

"Mr. GRAY. It is a letter addressed to me from Mr. Gosser, who at that time was the regional director of the UAW.

"Senator CURTIS. I believe it will save time if you read it.

"Mr. GRAY (reading):

" 'DEAR BROTHER GRAY: I believe it would be a wise thing for you to direct a letter to all concerned informing them that in the future no purchases are to be made for local 12 without the consent and authorization of Brother Schultz, and no purchases are to be made for the building corporation without the authorization of myself, even if it is just a 10-cent fly swatter. I think we should start putting on a little pressure in regard to this spending of money around here. Thanking you in advance for your cooperation, I remain,

" 'Sincerely yours,

" 'RICHARD GOSSER.' "

* * * * * * *

"Senator CURTIS. He says that they can't even buy a 10-cent fly swatter without his OK as regional director.

"Mr. GRAY. That is right.

"Senator CURTIS. Did he have authority to dictate the internal affairs of a local union?

"Mr. GRAY. No, he did not have any authority under the constitution.

"Senator CURTIS. This authority was used to trade with himself?

"Mr. GRAY. Oh, yes.

"Senator CURTIS. And that again is in conflict with the findings of the international board, and the reason this is current today is because they have not retracted it, no supporting evidence has been made to this allegation, meaning that the allegation that he dominated those purchases.

"Here is one more. I have a number, Mr. Chairman, but this one will go in, and the others we will attach.

"The CHAIRMAN. I present to you apparently the original memorandum from Mr. Gosser to you, dated December 15, 1948. Will you examine it and state if you identify it.

"(Document handed to the witness.)

"Mr. GRAY. Yes, I can identify it. In fact, the notation on top is in Gosser's handwriting.

"Senator CURTIS. What is it?

"Mr. GRAY. It says:

" 'Randy Gray. On these four they do not have to be OK'd.'

"Senator CURTIS. Tell us first what the document is.

"Mr. GRAY. The document is a letter from Mr. Gosser who was vice president at this particular time, addressed to me.

"Senator CURTIS. Addressed to you?

"Mr. GRAY. Yes.

"The CHAIRMAN. It will be exhibit No. 42.

"(Letter referred to was marked 'Exhibit No. 42' for reference and may be found in the files of the select committee.)

"Senator CURTIS. Read it.

"Mr. GRAY (reading).

"This is to inform you that as of January 1, 1949, any bill that you get either for the camp or farm or any expenditure you get, you are to send the voucher up to my office. No bill is to be paid, regardless of what it is, without my personal OK. With every good wish, allow me to remain,

"Fraternally yours,

"RICHARD GOSSER,

"*Vice President of the International Union.*"

(Pp. 20276–20282.[1])

Another allegation was that Gosser's "Colonial Hardware charged higher than fair prices for items purchased from it" (exhibit 46, p. 6). The board's finding:

"No supporting evidence has been given to the executive board supporting this allegation. If the allegations were true the former financial secretary of local 12, Randolph Gray, would have been responsible for any overcharges.

Senator Curtis asked Gray how he could have been responsible for any overcharges which Gosser made, as the board suggested, and Gray replied as follows:

"Mr. GRAY. I couldn't be responsible. I had nothing to do with the store.

"Senator CURTIS. No way at all?

"Mr. GRAY. No, sir. In fact, I grumbled many a time. Gosser knows that" (p. 20282).

Gray also produced and identified for the records reams of invoices and sales slips evidencing sales from Colonial Hardware store to the union, documents which Gray took from the local 12 files when he broke with Gosser and with which he had hoped to expose Gosser's doubledealing to Reuther (p. 20283); exhibits 40, 44). John Bolman described to the committee the huge markups he found when he compared the prices on these invoices and sales slips with prices which other retail competitors of Gosser would have charged the union for the same items. The results of Bolman's report is in evidence as exhibit No. 40–A. He was questioned about this report as follows:

"Senator CURTIS. Now, if you will look at it, please, it says 'Examples of Colonial Hardware Overcharges,' example No. 1, and you have nine items there, and the next column says 'Colonial Quantity,' and the next one is 'Supplier Quantity.'

"What do you mean by 'supplier'?

[1] For six other similar letters signed by Gosser, see exhibits 43A–F (p. 20282).

"Mr. BOLMAN. That would be a supplier other than Colonial Hardware store.

"Senator CURTIS. Not Colonial's wholesale supplier?

"Mr. BOLMAN. No, sir.

"Senator CURTIS. But it would mean that you went to another supplier or another retailer?

"Mr. BOLMAN. Another supplier of similar items.

"Senator CURTIS. The same or a comparable article.

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. And the next column shows the Colonial charge, and then in the next column the supplier charge.

"Now, by 'supplier charge,' what do you mean?

"Mr. BOLMAN. I mean the price at which that supplier would have retailed that particular item.

"Senator CURTIS. At another retail store?

"Mr. BOLMAN. Another retailer; yes, sir.

"Senator CURTIS. Then the last column shows the percent of overcharge?

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. Now, in item 1, or example No. 1, you have listed nine items, where you have compared one each, and these are evidently smaller items, and item No. 1, the Colonial charge was 60 cents, and the supplier charge, 44 cents.

"Do you mean by that, that you have found an item where the union or some part of it paid Colonial 60 cents for something that they could have purchased at another retail store for 44 cents?

"Mr. BOLMAN. That is correct.

"Senator CURTIS. And you have the percent of overcharge, 27 percent.

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. Now, of those nine items in example 1, the total, you have Colonial charge, $7.92, less 5 percent, would make $7.54, and the other supplier could have provided them for $5.03. You have an average overcharge of 33 percent.

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. Now, are those isolated cases?

"Mr. BOLMAN. They couldn't be to my knowledge. I would say that it was more or less a uniform practice.

"Senator CURTIS. You did not pick them out attempting to find isolated cases?

"Mr. BOLMAN. No, sir.

"Senator CURTIS. Now, example No. 2 has six items. Well, in item No. 1 there is a quantity of 40, and the supplier's quantity you have mentioned 36, and why would you have that?

"Mr. BOLMAN. Because that was the quantity on which the supplier price would have been based in comparison, or the nearest quantity was written on the invoice which the supplier would have based his price on.

"Senator CURTIS. Now, item No. 1, Colonial paid $150 for 40 units, or Colonial charged that rather, and your investigation found where you could buy 36 such items for $72?

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. Or an overcharge of 52 percent?

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. And in the six items that you investigated there, you found the Colonial total charge of $578.50, but that it could have been purchased at another supplier, the total of them, for $297.50, or an average of 34 percent overcharge?

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. Now, that is above retail?

"Mr. BOLMAN. Yes, sir.

"Senator CURTIS. And in example No. 3, you have one item, and that was the quantity involved, Colonial charged the union $297, and another supplier you report would have provided it for $159.95, or an overcharge of 54 percent?

"Mr. BOLMAN. Yes, sir.

"The CHAIRMAN. May I ask you, do you contend or do I misunderstand you, that each one of these sales slips or invoices that are a part of exhibit No. 40 in bulk, represent an overcharge?

"Mr. BOLMAN. I would say that is true" (pp. 20270–20271).

The evidence shows that by the end of 1949, more than $300,000 of local 12 and AWBC funds were spent in purchase and operation of the summer camp and farms (p. 20324, exhibit 50). It also shows that Gosser not only overcharged the union for supplies which were sold it from his own store, but he also added a big profit to merchandise which, though purchased from another retailer, was routed through Colonial Hardware Store and billed to the union on his own kited invoice. For example, Gosser purchased for the union certain supplies which he did not stock from another supplier, the Hirsch Co. of Toledo, which mailed to Financial Secretary Gray its invoice in the amount of $810.40 (p. 20289, exhibit 44). The Colonial Hardware Store then sent to Gray for payment its own invoice for these same items purchased from the Hirsch Co. and increased the price to $1,192.50, a markup of $382.10, as shown by the following testimony of Gray:

"Senator MUNDT. Mr. Gosser's hardware store kited the invoice and charged you more than you would have had to pay otherwise?

"Mr. GRAY. I could have bought the stuff cheaper and I complained to Schultz. Why did they knock down $120 on their statement when I bellyached about it? If their price was right, they couldn't afford to have knocked off $120. They wouldn't have been in business long.

"Mr. MANUEL. Now, haven't you analyzed the invoices and compared the Hirsch invoice against Colonial's own invoice, and don't you have that analysis right in front of you there?

"Now tell me how much these items were marked up in total. The Hirsch invoice shows a total of $810.40. Now, you made an analysis there and you have the total markup, do you not?

"Mr. GRAY. I had a total markup of additional—of $382.10, I believe it was.

"Mr. MANUEL. $382.10 above the $810?

"Mr. GRAY. That is right. And I get a credit of $120, which brought it down to $262.10.

"Mr. MANUAL. You paid $262.10 more than you should have paid; is that your testimony?

"Mr. GRAY. And if I hadn't hollered about it, I would have paid it all.

"Mr. MANUEL. You paid $262 on that one little invoice there more than you should have, and more than you could have purchased that for at Hirsch yourself?

"Mr. GRAY. That is correct.

"Mr. MANUEL. Did you go to Hirsch and ask them about this?

"Mr. GRAY. I went to a fellow who claimed he was the manager, and I don't know his name.

"Mr. MANUEL. There is a salesman 'House' indicated on this invoice, and did you talk to House?

"Mr. GRAY. I don't know, and I just asked for the manager, in order to check on this bill, if that was a special price.

"Mr. MANUEL. They told you, did they, that you could have bought it yourself there for the prices listed in the Hirsch invoice?

"Mr. GRAY. When I showed them the bill, they said, 'That is our price to anybody.'

"Mr. MANUEL. To anybody?

"Mr. GRAY. Yes, sir.

"Mr. MANUEL. That is the $810?

"Mr. GRAY. That is right.

"Mr. MANUEL. Gosser defrauded the union out of $262 there on that one transaction, didn't he?

"Mr. GRAY. That is the way I felt about it" (p. 20289).

Thus, the record, including documentary evidence, refutes the assertions of Gosser that he sold to the union always at cost plus a nominal markup to cover handling charges. It likewise contradicts the testimony of Walter Reuther who, in March of 1958, told the committee that when Colonial Hardware sold to the union "it was always done on a competitive basis" (pt. 25, p. 10206). Gosser certainly knew otherwise and Reuther as head of the executive board which investigated this matter likewise must have known the true facts.

As noted above, according to their partnership agreement, Gosser and Schultz in 1945 each contributed $4,000 capital to the business and were to share equally the profits and the losses. However, on January 20, 1949, Gosser bought Schultz' one-half interest in the business for $4,000, the amount of his initial capital investment made some 3 years before (p. 20085). Although Schultz had devoted all the time to the store that his duties as president of local 12 would permit, often at night, he said that he received no salary, no interest on his investment, and none of the profits which were, according to Gosser's income tax returns: $5,511 in 1946, $18,648.65 in 1947, and $12,253.49 in 1948 (pp. 20084–20085).

Gosser swore to the committee that Schultz did receive half of the partnership profits (p. 20005). However, this testimony conflicts with Schultz' declaration to the contrary and Gosser's own Federal income tax returns. These facts and circumstances indicate that Schultz was in fact nothing but a "front" for Gosser who used him to force local 12 to purchase its supplies, needed or not, from the Colonial Hardware Store. On January 1, 1953, Gosser sold his business to local 12, for approximately $50,000 (p. 20006).

In September of 1949, John Bolman, then chairman of the Spicer unit of office employees and a member of local 12, became suspicious that Gosser and Schultz were using their official positions to enrich

themselves at the union's expense with regard to the sale by Will-O-Land to local 12 of the Sand Lake property and the Colonial Hardware Store (pp. 20240–20243). These suspicions were confirmed when he and another union man visited the local 12 summer camp where a building program was then in progress. He testified that, upon examination of the crates and packages "laying all over the place * * * we found that in almost every instance the material had been routed through the Colonial Hardware Store by the supplier" (ibid.). Bolman detached five of the shipping tags from some of the crates and they are a part of the committee record as exhibit 33.

Acting upon these facts and similar evidence supplied by other members of local 12, Bolman determined to seek an accounting of the books and records of the AWBC, the president of which was then Gosser. He first made this request of Randolph Gray, who was also recording secretary of AWBC, but Gray said "No" (p. 20244). Bolman and the group he represented then decided to ask for an accounting at the next regular meeting of the members of the AWBC. As a member in good standing of AMBC, Bolman appeared at the October 14, 1949, meeting of the corporation to present his written motion. According to Gray, the word was out and the meeting was well attended by pro-Gosser people and when he asked why, Regional Director Charles Ballard replied that "they are going to take care of Bolman" (p. 20249). That this was no idle boast is shown by the testimony of Bolman:

"Senator CURTIS. You were recognized for the purpose of making this motion?

"Mr. BOLMAN. I was.

"Senator CURTIS. What happened after you made it?

"Mr. BOLMAN. If it be proper to refer to the minutes, I would say after the motion was made—I will read this from the minutes themselves——

" 'Discussion was held on same. Murphy asked through the Chair if Bolman's motion was tied to the pension plan. Requested Bolman to reply through the Chair. Bolman asked that his reply be in the form of a question. Was it not true that Murphy worked inside a plant in 1933 while it was on strike?

" 'Confusion followed Bolman's remarks. Ballard asked for the floor and gave a short talk on the motion. Amendment made and supported that Bolman explain reason for making the motion and submit proof to substantiate his charges against Murphy or apologize for his action. Amendment to the amendment made that Bolman give his reasons or leave the room. Bolman said he did not care to state his reasons and left the meeting. Amendment to the amendment died for lack of support. Amendment to the motion was voted and carried. Vote taken on motion as amended. Motion lost. Motion made and supported recommending to local 12 that charges be filed against Bolman. Motion carried. Motion made and supported to adjourn. Motion carried. Meeting adjourned at 9:45 p.m.'

"Senator CURTIS. Now, is that a full report of everything that happened?

"Mr. BOLMAN. Well, not in my estimation.

"Senator CURTIS. You did leave the room?

"Mr. BOLMAN. I did.

"Senator CURTIS. Did you leave the room in the same condition you entered?

"Mr. BOLMAN. I did not.

"Senator CURTIS. What was the difference?

"Mr. BOLMAN. The side of my face was smashed in.

"Senator CURTIS. Tell what happened.

"Mr. BOLMAN. When I presented this motion on the floor, of course the same tactic was used that always is used to cover up any of these things, and that is drag the red herring across the path.

"So Mr. Murphy's question was based on personality in my estimation, and for that reason I presented him with a question based on personality.

"Senator CURTIS. Who was Murphy?

"Mr. BOLMAN. Murphy was at that time, someone will have to corroborate, but I believe he was an international representative and assistant to Mr. Gosser.

"Senator CURTIS. All right; go ahead with your account.

"Mr. BOLMAN. After I asked Murphy the question, he came down off the platform together with about 11 or 12 other people and everybody tried to take a punch at me at the same time.

"The CHAIRMAN. Who took the punch at you?

"Mr. BOLMAN. Murphy.

"The CHAIRMAN. He was an international representative?

"Mr. BOLMAN. He was an international representative, assistant to Mr. Gosser" (pps. 20246–20247).

Bolman, having been physically assaulted by Gosser's henchmen when he resorted to his union remedies, then sought to expose Gosser by filing three suits in court against SWBC, Gosser, and the other corporate officers seeking an accounting of the books and records of the AWBC and other injunctive relief. For so doing, Reuther summoned Bolman before the international executive board in Detroit on January 26, 1950, and threatened him with expulsion from the union if he [Bolman] did not dismiss his suits. Bolman refused and consequently was summarily expelled by resolution on January 30, 1950 (pp. 20261–20264; exhibits 37, 37A). Then Gosser's UAW attorneys, paid for by UAW funds, tried to defend Bolman's suit for an accounting of the finances of the AWBC on the ground that Bolman was not a member of the corporation (exhibit 46, p. 3).

Bolman contended that his expulsion was contrary to the constitution of the UAW, article 48, section 1, which provided, in the case of an amalgamated local, such as local 12, that:

"All charges against a member of a union with a violation of any of the provisions of this constitution or with conduct unbecoming a member of the union must be specifically set forth in writing and siged by the member making the charges.

"Charges must be submitted to the local recording secretary of the local union or shop union as the case may be within 60 days of the time the complainant becomes familiar with the offense" (p. 20263).

Bolman declared that since he had the backing of his own unit of which he was chairman, Reuther circumvented this provision by initiating the charges at the international level which were then followed by summary expulsion, all contrary to the section of the constitution quoted above (pp. 20262–20263; exhibit 38). Moreover, Bol-

man claimed that his expulsion was contrary to the laws of the State of Ohio. His suits contended that he, as a member of AWBC, had the same legal right to inspect its books and records as did any stockholder of a corporation in Ohio for the AWBC was a creature of the State law which afforded stockholders that remedy. Both the lower court and the Supreme Court of Ohio agreed with Bolman. But when Bolman asked the international executive board to reverse its expulsion order in view of this decision, Emil Mazey, secretary-treasurer, replied by letter that the Ohio law, as interpreted by the highest court in the State, was not binding on him or the UAW (p. 20263; exhibits 39 A, B).

While these Bolman suits were pending and before the union paid $7,000 plus costs to settle them—in itself a strange procedure—the following testimony indicates an attempt to avoid response to the court's subpena for the books and records of the AWBC.

"Mr. GRAY. Well, I think shortly afterward, when Mr. Bolman spoke to me, I think there was a lawsuit and I was instructed by Gosser with the help of Mr. Gorlich to make sure that we kept these records out of sight, because I understood there was an order out or subpena to pick them up.

"Senator CURTIS. Who made that statement to you?

"Mr. GRAY. Mr. Gosser.

"Senator CURTIS. And who else?

"Mr. GRAY. Well, Mr. Gorlich helped on it at the time, on the basis of making the arrangements.

"Senator CURTIS. He is the attorney here in the room that represented the union?

"Mr. GRAY. Yes, something about the legal end of it and I don't understand that part, and he took care of the legal affairs.

"Senator CURTIS. But the order came from Gosser to keep them out of sight?

"Mr. GRAY. He wasn't there at that particular time, and he came in later.

"Senator CURTIS. Gosser told you to keep them out of sight, and what was done with them?

"Mr. GRAY. Well, I was only the secretary of the corporation, and I didn't think it was my job to be hiding these books all of the time. So anyhow, I was told to put them in the car and get them out of the union building.

"Senator CURTIS. Did you put them in your car?

"Mr. GRAY. Yes, I hauled them around for weeks on end.

"Senator CURTIS. Where did you have them in your car?

"Mr. GRAY. I had them in the trunk, and I hauled them up to Michigan and I left them sometimes.

"Senator CURTIS. Where did you leave them in Michigan?

"Mr. GRAY. I left them at a cottage that I had up there, and in the meantime I brought them back a couple of times, so they wouldn't stay too long in one place, and the result was I went out to Mr. Seren's house, who happened to be the vice president of the corporation, and I said, 'My God, you are in charge. Gosser is president and you are the vice president, and if anybody should give this direction, and as long as Gosser is going to take a fadeout.'

"And he said, 'I don't want any part of it. You get rid of them. Keep them out of sight.'

"And so I go to Mr. Ruhland, and said, 'You are the treasurer, how about you taking them over?'

"And nobody wanted anything to do with them, and I am stuck with them and don't know what to do with them.

"Finally an order does come around and they advised me that after going through them, sorting a few of them out, there were a few records tore up, and disposed of.

"Senator CURTIS. By whom?

"Mr. GRAY. By Mr. Goerlich.

"Senator CURTIS. In your presence?

"Mr. GRAY. That is correct.

"Senator CURTIS. Where did that take place?

"Mr. GRAY. If I recall rightly, it was in either his office on Superior Street, or there were a couple of things did happen there.

"Senator CURTIS. You say some of the records were destroyed?

"Mr. GRAY. I don't know just what they were. He looked at them and I didn't look at them. And he was sorting out what would be criminal against us, and what could be gone through and look all right. But I don't know anything about this legal stuff.

"Senator CURTIS. But you did see in your presence some of the documents or pages——

"Mr. GRAY. Oh, yes.

"Senator CURTIS. And they were removed and destroyed by Mr. Goerlich, and you, of course, do not know their contents?

"Mr. GRAY. I don't know, and the only thing I looked at, he had them in his hands, and he tore them up and put them in the waste-paper basket.

"Senator CURTIS. These records at Mr. Gosser's direction to you kept out of sight and carted around in your car, what ultimately happened to them, and who did you turn them over to?

"Mr. GRAY. Well, finally, I don't know; I guess they made some type of arrangements, and finally they said that I could turn them over to the court for safekeeping, what I did turn over. I believe it was the county clerk of the court in Merrill County. I turned some records over, I should say, what I was given to turn over.

"Senator CURTIS. Were there any new records made up?

"Mr. GRAY. Well, outside of that one that I know of, on the basis of the minutes at that time, on giving that lodge to Mr. Gosser, that is the only change I know of.

"Senator CURTIS. Did you hear any discussion or direction that someone should make up some new records?

"Mr. GRAY. Well, not exactly on the building corporation, but on the Colonial Hardware.

"Senator CURTIS. Yes, what did you hear?

"Mr. GRAY. Mr. Ballard.

"Senator CURTIS. About when?

"Mr. GRAY. Well, it was during one of the deposition hearings, and I believe it was in the late fall, around November or December.

"Senator CURTIS. Of what year?

"Mr. GRAY. 1949.

"Senator CURTIS. 1949?

"Mr. GRAY. Yes, sir.

"Senator CURTIS. This is Mr. Ballard, who is here, and he was regional representative?

"Mr. GRAY. I saw him this morning, and I assume he is here. I know him real well.

"Senator CURTIS. Did you so testify?

"Mr. GRAY. No; I did not testify. I was put under so much pressure that I just cracked up and I took a leave of absence.

"Senator CURTIS. Ultimately, what happened to you?

"Mr. GRAY. Well, I took a leave of 2 or 3 months, but, of course, prior to this, Mr. Rath, who is Mr. Gosser's accountant, was with me at this particular time when I was told about testifying, and Mr. Goerlich instructed him to make up a set of records that would hold up in court.

"I complained about that, because I said I didn't see how they could change anything, inasmuch as I had already paid certain invoices, and I had canceled checks; and he said, 'We are going to take care of that. You hurry up, Bob, and get them ready.'

"I don't know what was done about it. All I know is that he was instructed to get them done, and whether Mr. Rath did it or not I don't know.

"Senator CURTIS. Now, were you removed as financial secretary or did your term run out?

"Mr. GRAY. Well, I don't know just how to say it. I refused to be a strikebreaker for the UAW (pp. 20290–20292).

"Senator MUNDT. You say you were put out of your job because you refused to be a strikebreaker?

"Mr. GRAY. The only thing they claimed is that I failed to perform my duties. There was a picket line and I refused to work as a strikebreaker against the office help. I don't know how you term it.

"Senator MUNDT. Did you say that you were fired because you refused to cross a picket line?

"Mr. GRAY. They said I was discharged because I failed to perform my duties. They are very polite about their language.

"Senator MUNDT. You could not perform your duties because you did not cross the picket line?

"Mr. GRAY. That is right. I was under the impression when there was a strike you were not supposed to go in there and scab.

"Senator KENNEDY. When did the strike begin?

"Mr. GRAY. Somewhere around May 16, 1950.

"Senator KENNEDY. That is the first day you didn't report to work?

"Mr. GRAY. Somewhere close by. In fact, I was gone when the strike happened. I didn't know about it until I was at the bank and I was told about it downtown.

"Senator KENNEDY. What date was that?

"Mr. GRAY. Either the 15th or 16th of May, I believe, 1950.

"Senator KENNEDY. When you used the word 'crackup,' when did you crack up?

"Mr. GRAY. They pressured me. I didn't want to listen to these guys pressure me all the time on the basis that I had to lie to protect some of the doings in the union. I was supposed to take the consequences for it if I didn't.

"Senator KENNEDY. What date was that?

"Mr. GRAY. I am not sure about the date. I think it was somewhere around December 1949.

"Senator KENNEDY. You say you were discharged from the union. It was a more substantial disagreement than merely you refused to cross a picket line on a certain date.

"Mr. GRAY. What do you mean disagreement? Hell, I went to Detroit. I talked to Mazey about the conditions in this local union. He agreed. He met with Reuther, he claims. He tells me. I didn't meet with Walter, although I knew Walter. I told him about these conditions, and he had to do something about it. He promised to go along and get it corrected. I had all the faith in Emil Mazey until he doublecrossed me. He threw in with them. The auditors knew what was going on.

"Senator KENNEDY. You have charged a lot of people with fraud, strikebreaking, doublecrossing, Mr. Gray. Now you stated to us that the reason you left the UAW was you refused to cross a picket line and be a strikebreaker for the UAW. That is not really the reason.

"Mr. GRAY. I don't know why it isn't. What else could it be? You aren't going to put words in my mouth.

"The girls went on strike, and I have not been back in the building" (pp. 20292–20293).

Senator Kennedy, advancing a contention made earlier by the UAW and Chief Counsel Kennedy, suggested to Gray that he was not discharged because he refused to cross a picket line, but because he was out of his mind (p. 20294). Gray replied:

"That was a gimmick that was used to give me the ax. I mean I know how the union operates. I think you probably should be a member a while and see how it does operate. You would not be asking that kind of question. They are bound to try to defend themselves, and I don't blame them for trying to do that" (ibid.).

Our observation of the witness Gray, fortified by the opinion of five other witnesses who have known him best, is that there is not now and never was anything mentally wrong with Gray; his testimony throughout the hearing was corroborated by other witnesses and documentary evidence, much of it written and signed by Gosser himself.

Gray demonstrated several more reasons why the UAW would like to have the committee think him crazy.

According to Gray, the unit funds on deposit with local 12 are the funds of each of the 50 or so units (a unit being the employers of an employer who are also members of the local). These funds are supposed to be inviolate and to remain intact in case the owners wish to withdraw them, for while these funds are set up separately on the books, all are deposited on one bank account (p. 20325). The charges against Gosser alleged that he had spent these funds in violation of local 12's constitution and bylaws. Thus, it was alleged that—

"Unit funds of local 12 have been expended in carrying out Brother Gosser's foolish projects and that no unit could withdraw its funds as is permitted by the international constitution and bylaws of local 12."

The Reuther board dismissed this charge as follows:

"A recent audit conducted of the finances of local 12 completely proves this allegation to be untrue. As of December 31, 1949, the unit funds of the local 12 amounted to $55,080.20" (ibid.).

Gray produced a copy of the "recent audit conducted of the finances of local 12," cited by the Reuther board. The audit, prepared by

Mazey and his auditors from local records, shows that as of December 31, 1949, the unit funds had a *deficit* balance of $7,200, instead of a plus balance of $55,080.20, as Reuther claimed (pp. 20325–20326; exhibit 51). When Mazey showed the true audit to Gosser, he complained that "if his political opponents ever saw it, he [Gosser] would be out of business" since it was to appear in the Toledo Union Journal, local 12's newspaper, as a report to the UAW members; Mazey then promised to make "some corrections" (p. 20326).

The nature of these "corrections" is shown by Mazey's report as published in the newspaper showing a false balance of $55,080.20 (pps. 20326–20328; exhibit 52). These "corrections" made by Mazey were accomplished by including the total of only those unit accounts having a plus balance and omitting those having deficit balances, thus deceiving the rank and file members as to the truth of Gosser's wrongdoing and actively covering up for Gosser in which he was later joined by Reuther and the entire top leadership of the UAW international. But what is not surprising, coming from Emil Mazey, who, during the Kohler hearing, admittedly once made an unauthorized and false entry on the International UAW's books with regard to the expenditure of $25,000 in union money, representing that the money was to acquire real estate in Canada when in fact it was to purchase the false testimony of a convicted perjurer in Canada in order to defend himself and other UAW brass from a lawsuit resulting in a $400,000 verdict for false arrest in favor of Carl Renda, the plaintiff, against the UAW. This is another set of suspicious circumstances in the UAW which the chief counsel did not explore.

It is appropriate to consider here another of the charges against Gosser which Reuther and his board whitewashed. Allegation No. 20(i) was documented as follows:

"Senator CURTIS. Now, I want to go on to another allegation.

"It is alleged that Brother Gosser, serving as vice president, issued orders that nothing be printed in the Toledo Union Journal without his approval.

"Findings: 'This allegation is not substantiated by supporting evidence. Brother Gosser told the executive board that as a member of the union and officer of the union, he recommended to the officers of local 12 that they not accept congratulatory ads or other ads from firms that were unfriendly to our union.'

"That is the end of the quotation.

"Now, I have handed you the photostat of a letter bearing February 18, 1946. Look at that, and see if you know what it is.

"Mr. GRAY. Yes, a letter from Mr. Gosser to the managing editor of the Toledo Journal, a local 12 employee.

"Senator CURTIS. And signed by whom?

"Mr. GRAY. Mr. Gosser, who was director at that time.

"Senator CURTIS. May we have this made as an exhibit?

"Senator KENNEDY. It will be received.

(Letter referred to was marked "Exhibit No. 53" for reference, and may be found in the files of the select committee.)

"Senator CURTIS. Now, read this letter of Mr. Gosser, the second paragraph only.

"Mr. GRAY. The second paragraph:

"'From this day on, anyone that puts anything in the Journal must have my signature of approval on the item before you can run it. I will not accept any answer, excuse, or reason otherwise. I positively do not want you people to persist in politics or in these insinuations of the city government unless I approve same'" (p. 20332).

Gosser's directive to the editor of the union's newspaper also explains how he and Mazey were able to publish their own audit of the unit funds in that journal instead of the true one which did not have union approval. It also demonstrates the duplicity and insincerity of the man when he declared to Senator Curtis, drawing upon Voltaire, "I might disagree very strongly with you this morning but * * * I would give my life for your right to say what you believe in. That goes for anyone * * * and if I would give my life for you to say anything you wanted to, then the answer is that I wouldn't create physical harm to anyone" (pp. 20070–20071).

III. UAW "Flower Funds"

When Reuther appeared before the committee during the Kohler hearing, he was asked to explain the "flower funds" to which he and other employees of the union make cash contributions. According to Reuther, the "flower funds" are: "a purely internal political fund contributed *voluntarily* by members of our union at various levels of our union for the purpose of financing the political fights in the union. * * * *We do not think it proper to finance internal political problems out of union dues* [italic added] and we have a separate fund (p. 10213).

He repeatedly stated that there was nothing compulsory about the payments:

"We are perfectly willing to cooperate, Mr. McClellan, because *we have nothing to hide. I think if we were spending the union's money for internal political purposes, you might investigate that.* We are spending our own money because we think that is the right way to do it" [italic added] (p. 10219).

The evidence adduced later at the Gosser hearing, discussed below, demonstrates beyond any peradventure of doubt that the foregoing testimony of Reuther is studded with misstatements of fact and outright falsehoods. The contributions of local 12 full-time officers and international representatives to these funds used to reelect Reuther and his slate of officers are nothing but salary kickbacks imposed as a condition of employment.

Moreover, these kickbacks are always in cash; no records of them are maintained; and the contributors neither receive nor dare ask for accountings. These funds, involving huge amounts of cash since their establishment in 1943, are expended mostly in cash from a safe deposit box for purposes which this committee was unable to learn. Although all records of the region 2–B "flower fund" and the joint fund of Gosser which he shares with Reuther, Mazey, and other vice presidents were subpenaed, these records were admittedly destroyed sometime before they could be examined.

The region 2–B "flower fund" was examined from the year 1943 when Gosser was director of that region to the date of the hearing. From 1943 to 1947 Gosser was director and, as such, had jurisdiction

over it. The evidence shows that it had three sources of income: (1) salary kickbacks from full-time officers of local 12 and international employees; (2) fines imposed by Gosser against these people; and (3) one-half of slot machine proceeds which belonged to local 12. On the other hand, the so-called national "flower fund," administered by Reuther, Gosser, Mazey, and the other vice presidents is composed of salary kickbacks exacted from the international representatives assigned to the staffs of these officials.

(*a*) *Kickbacks*

Lloyd Speidell, recording secretary of local 12 from 1944 to 1948, was required to pay in cash $5 per week into the "flower fund" of region 2–B, and, he said, others he knew and named had to pay as much as $43 per week (pps. 20091, 20093, 20101). He disputed Reuther's and Gosser's claims that there was no compulsion. He said, "It was a condition of employment. * * * She (the secretary) wouldn't give you your check for what you earned until you paid this payment to the flower fund" (p. 20093). Senator Mundt questioned Speidell further.

"Senator MUNDT. I am wondering who got the money from the flower fund. I always thought, as it was described by Mr. Reuther, as described by Mr. Gosser, and the other fellows who took the fifth amendment, I thought the purpose of the flower funds was to perpetuate in office the people who are in office, so that they contribute to the flower fund and got all of their appointees and associates to contribute to the flower fund, and then they would hold a cocktail party or a dinner or something to ingratiate themselves at convention time so that they would get reelected.

"If you had to contribute to that kind of fund, then it looks to me like you are compelling people to contribute to a fund to beat down and circumvent the ordinary processes of democracy in a union. If it wasn't used for that purpose, then I am curious to know who got the money.

"Mr. SPEIDELL. I don't know, sir.

"Senator MUNDT. You never asked who got the money?

"Mr. SPEIDELL. You don't ask questions like that. We often talked about some kind of reporting or accounting on the flower fund, in the chatter we had between ourselves, but not in the open.

"Senator MUNDT. Did anyone ever have courage enough to try to get up and bell the cat?

"Mr. SPEIDELL. If you want to quit your job, you had the courage.

"Senator MUNDT. But you never got an accounting or a reporting?

"Mr. SPEIDELL. No, sir. If there was a report, I never saw it.

"Senator MUNDT. It could have been used for speculation on the stock market, but as far as you know, no accounting was made to the people who contributed to the fund?

"Mr. SPEIDELL. I know that to be a fact, that there was no accounting made to the people who contributed to it.

"Senator CURTIS. In connection with the fact that there was no accounting, during the period that you were there as recording secretary, did you ever see evidence of spending of sums that may have come from the flower fund that would anywhere near equal what appeared to be the amount paid in?

"Mr. SPEIDELL. No, sir.

"Senator CURTIS. Did you ever hear Mr. Gosser make or infer any threats of injury that might come to someone who did not follow a particular course?

"Mr. SPEIDELL. Yes, sir.

"Senator CURTIS. Can you elaborate on that a little bit?

"Mr. SPEIDELL. That happened numerous times, and I can't exactly recall him ever making that threat as far as the flower fund. But one of his favorite threats was he would have someone beat up, put in the hospital, and when they got out of the hospital he would have them beat up again so they went back to the hospital, or have them thrown out the window, or threaten them with a gun in his desk, which I never saw. But threats were common.

"Senator CURTIS. And did he have goons around him?

"Mr. SPEIDELL. Yes, sir" (p.20097).

Randolph Gray, financial secretary of local 12 from 1943 to 1950, likewise stated that he had to pay $5 in cash per week into Gosser's "flower fund." His testimony on this point is as follows:

"Senator CURTIS. Were you required to pay that?

"Mr. GRAY. If you didn't pay it you didn't stay beyond your term unless they could find some reason to dump you in between terms.

"Senator CURTIS. Is it fair to say that as far as you were concerned it was a condition of employment?

"Mr. GRAY. It most certainly was.

"Senator CURTIS. Did you ever get any accounting of what this flower fund was used for?

"Mr. GRAY. No, I never got no accounting.

"Senator CURTIS. Did you ever get a report of how much was received and how much was paid out?

"Mr. GRAY. No, sir.

"Senator CURTIS. Do you know of anyone else that ever did?

"Mr. GRAY. Not to my knowledge. I know quite a few of the boys.

"Senator CURTIS. Did any of Mr. Gosser's staff ever complain about this?

"Mr. GRAY. Oh, God, his own letter states that everybody was belly-aching about it because he didn't want to mention fines and flower funds. He wanted you to pay it and keep quiet. In fact, I think Rusch was one. Dorsey Carr. I think Art Peth. Harold Dean was one of them" (pp. 20294, 20295).

Cyrus Martin, one-time Gosser confidant, told the committee that he paid $5 per week for 3 years and $10 per week after becoming an international representative on Gosser's staff, a position he held until 1950 (pp. 20190, 20191). When asked if his contributions were against his will, he replied:

"Yes, and I would also state this. If you did not pay the $20 every 2 weeks, your check was held up until you turned it in, before you could receive your check.

"Senator CURTIS. It had to be paid in cash?

"Mr. MARTIN. It had to be paid in cash.

"Senator CURTIS. Did you ever get an accounting as someone who consistently paid into this flower fund? Did you ever get a statement back from the treasurer or other officer showing how much was received, and what it went for?

"Mr. MARTIN. Mr. Senator, it always was a mystery. Nobody that contributed to that fund, unless it was some sort of inner circle, ever knew the amount of money that was collected, or the amount of money that was spent in regard to entertainment or flowers or what have you. We never knew how much was in the treasury. We never knew how much was spent. That is the majority of those that participated in it. There never was an account given in regard to expenditures or assets or anything" (pp. 20194, 20195).

Another witness who gave testimony concerning the "international flower fund" was Jesse Motsinger, member of the UAW for the past 17 years during which time he has held "every office" within the UAW Local 142, including the presidency (p. 20116). In early 1953, he was appointed international representative by Reuther, and from July of 1953 to sometime in 1955 he was assigned to the staff of Gosser who was then vice president (p. 20118). He also paid $5 per week in cash, $10 every 2 weeks, to Walter Maduyzkowski, Gooser's administrative assistant and collector for Gosser's part of the "international flower fund" (pp. 20118, 20119). When he received his "indoctrination lecture" by Madryzkowski, Motsinger was told always to pay in cash and was "warned not to be asked about it, ever" (p. 20119).

The procedure Motsinger was told to follow was to attach $10 in cash to his reimbursable expense account which was submitted every 2 weeks to Gosser's Detroit office. On one occasion Motsinger failed to remit the $10 and was informed by Madryzkowski that his expense check would be withheld until he complied, whereupon Motsinger, in a resentful mood, said he would send it by check. Madryzkowski telephoned him:

"Now, look, goddam it, Motsinger, who the hell do you think we are down here? We are not dummies, you know. You send the check here. You will get it right back but you won't get your expense check."

"Senator CURTIS. So what did you have to do?

"Mr. MOTSINGER. Well, what would you do?

"Senator CURTIS. Just for the record, did you send the money in cash?

"Mr. MOTSINGER. I sent the money in" (p. 20120).

Motsinger further stated that there were then about 130 representatives on Gosser's staff who would contribute a yearly amount of $33,800 at the minimum of $5 per week per person to the "national flower fund" (pp. 20122, 20123). This does not, of course, include the amounts exacted by Reuther, Mazey, and the other vice presidents from their staffers. But if all the 730 international representatives paid the minimum, the fund, from this source alone, would approximate $190,000 each year. Mr. Motsinger declared that these kickbacks were the price of the privilege of being on the staff and that neither he nor anyone else that he knew ever learned how the money was spent (p. 20121).

Motsinger also described how he was coerced into contributing to the UAW–CIO Political Action Committee (PAC). When he received his appointment to the international staff, Motsinger was asked by Mazey to sign and return a card reading as follows:

"Effective with pay period commencing August 2, 1953, and continuing until I notify you otherwise, I am requesting that you deduct the sum of $2 each week from my salary. This sum is to be paid to the UAW–CIO political action account as a voluntary contribution from me" (p. 20124).

Motsinger told Mazey he had lost the first card, which he withheld, and Mazey sent him another which he felt compelled to sign and return. (ibid.) Thereafter Mazey sent him a letter reading as follows:

"*Greetings, Board Members and International Representatives:*

"From time to time you will receive letters of thanks from candidates for Federal office for donations they have received from you. This is occasioned by the fact that when a donation is made from the UAW–CIO political-action account to a candidate for Federal office, a list of names along with these amounts donated is sent him. This list of names is compiled from the list of individuals who make biweekly donations to our UAW–CIO political-action account.

"Fraternally,

"EMIL MAZEY,
"SECRETARY-TREASURER, UAW."

(p. 20126.)

Motsinger never knew where this PAC money went after it was taken from his check—except for $10 of it. These exactions, as he put it, were about as voluntary "as [paying] a traffic ticket" (p. 20124). The $10, referred to above, was donated on his behalf by the UAW to the 1954 campaign of ex-Senator Gillette of Iowa who acknowledged the same by a letter:

"Mr. MOTSINGER. I received the letter on franked, U.S. Senate stationery, from Sentaor Guy Gillette. It says:

"MY DEAR FRIEND: I have been advised that you were generous enough to contribute $10 to aid in the campaign in which I am engaged for reelection as U.S. Senator from Iowa. Because of the increased use of television and radio, campaigns have become much more expensive and since I have limited means of my own, I am very grateful for the assistance of friends in meeting the campaign expenses.

"Thank you sincerely for your generous help.

"Sincerely,

"GUY GILLETTE.

* * * * * * *

"Mr. MOTSINGER. That is the amount that is specified in the first paragraph here by Mr. Gillette.

"Senator CURTIS. Do you have the envelope that that letter came in?

"Mr. MOTSINGER. Yes, sir.

"Senator CURTIS. Whom is that addressed to?

"Mr. MOTSINGER. Mr. J. F. Motsinger, 3237 Choate, Detroit, Mich.

"The CHAIRMAN. The Chair is going to rule that that letter will have to be made an exhibit. You used the name of someone who signed it. That letter will have to be made an exhibit. It will be made exhibit No. 22."

"(The document referred to was marked 'Exhibit No. 22' for reference and may be found in the files of the select committee.)

* * * * * * *

"* * * (p. 20127).

"Senator MUNDT. Do you know Guy Gillette of Iowa?

"Mr. MOTSINGER. No; I don't know him.

"Senator MUNDT. Have you ever met him?

"Mr. MOTSINGER. No, sir; not that I know of.

"Senator MUNDT. Have you any reason why you want to contribute to his campaign?

"Mr. MOTSINGER. No.

"Senator MUNDT. Let me ask you this: Were you ever consulted by whoever passed out this money as to which candidates you would like to contribute to, or did they simply take the money from you and somebody up on top decided where it was going to spent?

"Mr. MOTSINGER. No; I don't recall that anyone in the UAW anytime ever asked me about where any contribution that was made would be assigned.

"Senator MUNDT. In other words, your testimony is that you had nothing to say whether this money went to Guy Gillette or Joe Bloke?

"Mr. MOTSINGER. I don't recall.

"Senator MUNDT. When it went into a campaign in Iowa or in any 1 of the other 50 States of the Union now?

"Mr. MOTSINGER. No. I hardly think that I was asked about anything like that because, preferably, if I were to make contributions from my paycheck to anyone running for the Senate, I would prefer to make it for Senators from my home State of Arkansas or the State of Michigan.

"The CHAIRMAN. Do you like in Arkansas?

"Mr. MOTSINGER. Sir?

"The CHAIRMAN. You said your home State of Arkansas. Are you a resident of Arkansas?

"Mr. MOTSINGER. I am not a resident at the present time. I am a native.

"The CHAIRMAN. Where were you born?

"Mr. MOTSINGER. Northeast part, Clay County.

"The CHAIRMAN. Very good.

"Senator MUNDT. We won't hold that against you, Mr. Motsinger.

"The CHAIRMAN. All right, proceed.

"Senator MUNDT. Mr. Motsinger, did you ever live in Iowa?

"Mr. MOTSINGER. No.

"Senator MUNDT. Did you ever vote in Iowa?

"Mr. MOTSINGER. No.

"Senator MUNDT. Do you have any reason why you would want to contribute to any candidate in Iowa?

"Mr. MOTSINGER. No. As I say, I would make contributions, if I had a choice, to people I know. As far as Senator Gillette is concerned, I use his razors, if he makes them.

"Senator MUNDT. I think that is a different Gillette, but that is all right" (p. 20128).

Motsinger stated that he was discharged by Reuther following a fight with another international representative after he had objected

to filing false expense accounts and other misuse of union money which he contended were common practices in the UAW (pp. 20142–20146).

(*b*) *Fines*

As late as 1950, at least, Gosser imposed a system of fines against international employees on his staff and against local 12 full-time officers over whom he had no constitutional jurisdiction at all. He fined such employees, in amounts ranging from 75 cents to the entire day's pay, for being late or absent from work and staff meetings. He assigned these employes to work at the local 12 farms and fined those who did not work the day's pay. That sounds like a fair proposition on the surface: why should the union pay a man for not working? However, the fact of the matter is that they were paid by the union for the lost time and then Gosser forced them to give it to him in cash. Where the cash then went, only Gosser knows.

Let us examine charge No. 20 (*c*) and (*d*) which alleged that:

"(*c*) Brother Gosser has imposed a system of fines on the employees of local 12 for being late for work—a system which would not be tolerated if imposed by an employer with whom our union has a contract.

"(*d*) Brother Gosser ordered international representatives and local 12 officers and employees to do farm work on the so-called retirement farm and ordered them subjected to fines in event they failed to appear for such work."

The Reuther board dismissed these charges with the finding of "no supporting evidence" (p. 20223).

The "whitewash" nature of these "findings" is established by directives signed by Gosser, issued to those whom he fined, by written lists of those sent to work on the farm by Gosser and those absentees who were given written notices of the fines. Compare the finding with the following:

"Mr. MANUEL. Mr. Martin, 1 of the 28 charges preferred against Mr. Gosser by Mr. Billheimer in June 1950, No. 20, is as follows:

" 'It is alleged that Brother Gosser ordered international representatives, local 12 officers and employees, to perform work on the retirement farm, and that they were subjected to fines in the event they failed to appear to work.

" 'This is the finding of the international executive board:

" 'There is no supporting evidence that Brother Gosser had ordered anyone to work on the farms. It was reported to the executive board by Brother Gosser that international representatives voluntarily agreed to work on the farm in order to minimize expenses of operating the farm. It was further reported to the international executive board that a number of international representatives had voted voluntarily to contribute $2.50 a week to hire farm employees.'

"Were you ever ordered by Mr. Gosser to work on the retirement farm?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Did you work on the farm?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Were you fined your day's pay if you did not show up?

"Mr. MARTIN. In fact, I didn't show up 2 or 3 days and was fined.

"Mr. MANUEL. I hand you a letter purported to be from Mr. Gosser to all international representatives and all full-time officers of local 12. Look at that and see if you can identify it.

"The CHAIRMAN. Show the letter to the witness.

"(The document was handed to the witness.)

"Mr. MANUEL. Do you recognize that, Mr. Martin?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Attached to that is another sheet. That says, schedule of days the representatives work at the local 12 retirement farm, also showing their attendance record.

"Do you see for the week of December 13, 1947?

"Mr. MARTIN. I do.

"Mr. MANUEL. Do you see there certain people who were present that week and certain who were absent indicated by an X?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Do you see your name on that under Thursday? Do you see an X there indicating you were absent?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Turn back to the original letter, please.

"The CHAIRMAN. The letter may be made exhibit No. 26 for reference.

"(Letter referred to was marked 'Exhibit No. 26–A' for reference and may be found in the files of the select committee.)

"Mr. MANUEL. Looking at the first paragraph—

" 'Attached is a report given to me for the week of December 13 on the absenteeism on the farm. I am saying to all of you now unless you have a written excuse from me ahead of time attached to this sheet regardless of your excuse you might as well stay home, because you are going to pay the penalty fine.'

"Am I reading correctly?

"Mr. MARTIN. Yes.

"Mr. MANUEL. I continue:

" 'I am also adding in this letter a statement to my secretary that as of Monday morning of each week and as soon as she can, to have this attached and on my desk for disposal.'

"The third paragraph:

" 'Might I say here I notice the following were absent: Burney Zawodny with no reasonable excuse; Orville Beemer with no reasonable excuse; Ollie Pecord with no reasonable excuse; Harold Kolbe with no reasonable excuse and Toots Martin, Charles Ballard, Edward Duck, Clayton Rusch, and Birdie Rule. When I figure 10 times $12.50, gives us the sum of $125 for our flower fund. Boy, we are really going to have a treasury. It is up to you guys, not me. I refuse to grant excuses or accept anything.'

"Mr. MARTIN. That is a correct reading.

"Mr. MANUEL. The names I read in the third paragraph, do they appear on the schedule attached?

"Mr. MARTIN. They do" (pp. 20208–20209).

* * * * * * *

"Mr. MANUEL. That is now in evidence.

"The finding of the international executive board says there is no supporting evidence that Brother Gosser has ordered anyone to work on the farms.

"Mr. MARTIN. That is right.

"Mr. MANUEL. Here it is.

"Mr. MARTIN. Yes.

"Mr. MANUEL. In their own files.

"Mr. MARTIN. His name is signed" (p. 20210).

* * * * * * *

"Mr. MANUEL. Another 1 of those 28 charges filed by Mr. Duck and Mr. Billheimer in June of 1950 was as follows. That is Charge 20–C:

" 'Brother Gosser has imposed a system of fines on the employees of local 12 for being late for work, a system which would not be tolerated if imposed by any employer with whom the union has a contract.

" 'Finding: There is no supporting evidence to this allegation. Brother Gosser reported to the executive board that no local employee to his knowledge had ever been fined for being tardy.'

* * * * * * *

"Mr. MANUEL. For being tardy. Were you ever fined for being tardy?

"Mr. MARTIN. I sure was. I was fined from 75 cents to a whole day's pay, and according to how late you were. In other words, they had a schedule set up.

"Mr. MANUEL. Were you a local employee at the time?

"Mr. MARTIN. I sure was.

"Mr. MANUEL. I will hand you what purports to be a letter dated March 8, 1949, the original apparently, signed by Mr. Gosser, to you. Attached thereto is what purports to be a copy of a receipt dated March 18, 1949, received from Toots Martin 75 cents, signed Louise Schultz. I will ask you if you can identify those.

"(The document was handed to the chairman.)

* * * * * * *

"The CHAIRMAN. The Chair hands you a letter addressed to you, dated March 8, 1949, and it says:

" 'To Cyrus Martin from Richard Gosser.

" 'Subject: Tardiness.'

"Will you examine it and state if you identify it?

"(The document was handed to the witness.)

"Mr. MARTIN. I sure recall receiving such a letter.

"The CHAIRMAN. The letter may be made exhibit 29.

"(The letter referred to was marked 'Exhibit No. 29' for reference and may be found in the files of the select committee.)

"The CHAIRMAN. Did you pay the fine there assessed?

"Mr. MARTIN. I sure did.

"The CHAIRMAN. How did you pay it, by check?

"Mr. MARTIN. In cash, and there were no checks and it was all cash moneys, Senator McClellan.

"Mr. MANUEL. Mr. Martin, will you hold that and see if I am reading correctly the first paragraph of that letter:

" 'In checking over the itineraries, I find that on January 26 you did not check in until 9:30 a.m., and on January 31 it was 9:20. This would mean a fine of 75 cents for each day, or $1.50 you owe. I would like to say now that these fines should be paid to Roy Schultz, or whoever has the itinerary, not later than Friday, March 11.'

"Am I reading correctly?

"Mr. MARTIN. That is right.

"Mr. MANUEL (reading):

" 'I think you understand the rules enough to know that all fines should be paid on the very day you are late. After you pay the fine if you feel you have a justifiable excuse, you should then write me a letter and I will see that the money is refunded to you if I feel you are entitled to it. The girl in charge of the itinerary does not have a right to excuse anyone for tardiness. No one has that authority except myself. If I start to giving the girls authority for excusing anybody; God alone knows how far they will go. Therefore, I have instructed all of them that they should collect the fine immediately. Thanking you for your cooperation which I know I will receive, and with kindest regards, allow me to remain, fraternally yours, Richard T. Gosser.'

"Have I read that correctly?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Very well. Now do you see a little sentence up there which has been written in ink.

" 'This fine charged in error.'?

"Mr. MARTIN. Yes, sir.

"Mr. MANUEL. Apparently, is this correct, that once you pointed out that you had not been late on those days, your fine was forgiven you. Is that what that indicates: 'This fine charged in error——' and you had the receipt?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Which is attached to the letter?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Is that correct?

"Mr. MARTIN. That is correct.

"Mr. MANUEL. Now I hand you what purports to be a photostatic copy—or I will delay that. Did you ever pay a larger fine than 75 cents?

"Mr. MARTIN. Oh, I paid a whole day's pay already for being late. In other words, if you come in at noon, you might as well stay home because you have to turn in your whole day's pay.

"Mr. MANUEL. What happened to that fine, that fine money?

"Mr. MARTIN. That is what I would like to know, and it has always been a mystery to me.

"Mr. MANUEL. It was collected by Miss Louise Schultz, is that correct?

"Mr. MARTIN. Well, Miss Louise Schultz, or whoever was at the desk at the outside of Mr. Gosser's office, and different ones.

"Mr. MANUEL. Who was Miss Schultz at that time?

"Mr. MARTIN. She was one of the secretaries up there in his office. I think there were three girls involved up there.

"Mr. MANUEL. One of Mr. Gosser's secretaries?

"Mr. MARTIN. That is right.

"Mr. MANUEL. Do you know where the money went after she collected it?

"Mr. MARTIN. I imagine it was turned over to Mr. Gosser, naturally.

"Mr. MANUEL. Do you know whether or not it went to the flower fund?

"Mr. MARTIN. I don't know where it went, and we never did hear. I never did hear.

"Mr. MANUEL. Very well. You never say any accounting, did you, of the fine money?

"Mr. MARTIN. I brought that out very definitely; and I never knew how much money was taken in and how much was spent and how much was in reserve.

"Mr. MANUEL. I hand you what purports to be a photostatic copy of another letter dated February 21, 1946, from Richard Gosser to Cyrus Martin, and I will ask you if you can identify that.

"(The document was handed to the chairman.)

"The CHAIRMAN. This purports to be a letter from Richard Gosser to you, dated February 21, 1946. See if you can identify that.

"(The document was handed to the witness.)

"Mr. MARTIN. I recognize the letter, Mr. Manuel.

"Mr. MANUEL. Did you receive that from Mr. Gosser?

"Mr. MARTIN. I sure did.

"Mr. MANUEL. Would you be good enough to read the first paragraph of that letter?

"The CHAIRMAN. Do you want it made an exhibit?

"Mr. MANUEL. We want it an exhibit.

"Mr. MARTIN (reading):

"'FEBRUARY 21, 1946.

"'CYRUS MARTIN,

"'*Organizer, Local 12, UAW–CIO.*

"'DEAR BROTHER MARTIN: Out of discussion I heard at the meeting Saturday, February 9, it seemed to me more or less I was put on the spot for not having everybody pay their equity into the flower fund. I don't completely subscribe that you, Martin, are speaking for all of the fellows, but I may be wrong. As it is now, an international representative pays $7.50 duty fine each week and if he is located in Toledo, also pays an additional $1 fine for PAC membership and $1 fine for not getting ads for the yearbook also. He pays for all of the times he is late or absent, plus $10 weekly donation to the GM strike fund. This is a total of $19.50, plus whatever he has incurred in fines for tardiness.'

"Mr. MANUEL. Now during that time you paid in $19-plus, did you not, each week?

"Mr. MARTIN. The letter so states.

"Mr. MANUEL. In addition to the separate fines which might be imposed for your being late or absent.

"Mr. MARTIN. That is correct.

"The CHAIRMAN. What is this being late for? Late to where?

"Mr. MARTIN. Late to report on duty. In other words, we had to be on duty at 9 o'clock in the morning, and if we had tire trouble or something——

"The CHAIRMAN. It was working at your job and you were penalized if you were not on your job at the regular hour?

"Mr. MARTIN. At the international office; that is right.

"Senator CURTIS. Mr. Chairman, I might call attention to the fact that when this matter went before the UAW international board in one of the allegations, 2–C, it was alleged that Brother Gosser had imposed a system of fines on the employees of local 12 for being late, and here is the finding, which is obviously false, and known to be false:

" 'There is no supporting evidence to this allegation. Brother Gosser reported to the executive board that no local employee to his knowledge had ever been fined for being tardy' " (pp. 20223–20226).

Lloyd Speidell described another "fine" technique used by Gosser to transfer union money from the treasury into his own pockets. This racket, operated by Gosser for at least 6 years, was to place local 12 employees on the international payroll and, although they continued to do local work, make such employees kick back to him in cash the difference between the higher international and the lower local 12 wage scale—$87 each 2 weeks—approximately $2,262 per person per year. Moreover, Speidell swore that he personally recited this subtle thievery to Walter Reuther and challenged Reuther to obtain the proof from his own international payroll records, but that Reuther refused to do so. Speidell's testimony is as follows:

"Senator MUNDT. You said you told Mr. Reuther and the executive committee they do not have to look very far to find the evidence, they will find it in their own records?

"Mr. SPEIDELL. Find the proof. And the evidence, too.

"Senator MUNDT. Had they looked in their own records—in your opinion, what would they have found as evidence of wrongdoing?

"Mr. SPEIDELL. Well, in one instance there was a good example, a man who later became my partner in this tavern, and since then we have separated; his name was Frank Molik. He had charge of the summer camp. He was a local 12 employee. The summer camp belongs to local 12 directly; it does not belong to any other union, it belongs to local 12.

"But Mr. Gosser put Frank Molik on the international payroll. Frank Molik's wages as a local officer was $99.03 a week, and as an international officer it was, I believe, $87 and some cents more every 2 weeks than it was as a local officer. The difference Mr. Molik had to kick back to the flower fund or Mr. Gosser, or whatever he did with it. Something like that, I told Mr. Reuther, 'All you have to do is check your records as of this date and see if you have a Mr. Molik on there, and there sits Mr. Gosser. Ask him what Mr. Molik's duties are and how they are connected with the international, and why should the international pay him and why should he kick back the difference?'

"Those are the kind of things that he told him he did not have to go anyplace for the proof; that this proof was right there.

"Senator CURTIS. You told that to Reuther.

"Mr. SPEIDELL. I told that directly to Mr. Reuther.

"Senator CURTIS. Did he say anything?

"Mr. SPEIDELL. He didn't say anything. He didn't say hardly anything in that meeting. In fact, Mr. Gosser and Mr. Ballard got up in the middle of my talk and walked out of the room.

"Senator CURTIS. Gosser was there?

"Mr. SPEIDELL. The entire executive board.

"Senator CURTIS. Did they take any action to correct that situation concerning Mr. Molik?

"Mr. SPEIDELL. There was a trial procedure, a meeting as a result of these charges preferred, 28, I believe, and, as I say, the board considered all the evidence that we gave them and all the testimony and came back and said there was not sufficient grounds for doing anything to Mr. Gosser, that he was OK.

"Senator CURTIS. Do you remember any other specific kind of evidence that they could have found in the files other than that involving Mr. Molik?

"Mr. SPEIDELL. Well, like incidents of other people. I can name them. You see, Mr. Gosser was then * * * a board member, they are allowed so many representatives to work for them. It was easy to have vacancies. When they did occur naturally, and sometimes they did not occur naturally, he would take someone off of the local 12 payroll and turn them in on the international payroll, although they did not function. One of them hoed weeds in his garden. They didn't function as international men, but they were paid as international. The difference between the pay of an international man and a local man was kicked back to Gosser.

"The CHAIRMAN. How would it be kicked back? They would be required to give him the difference?

"Mr. SPEIDELL. Yes, sir.

"The CHAIRMAN. Using this as an illustration, and I thought you did a while ago, here is a fellow getting $100 a week, say, from the local—you were getting $110 a week I believe.

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. Let's say he was getting $110 a week from the local. For the local, that would be $220 for 2 weeks.

"Mr. SPEIDELL. $87 was the difference every 2 weeks.

"The CHAIRMAN. I am using this as an illustration.

"Suppose he would take you. You were getting $110 a week. That would be $220 for 2 weeks.

"Mr. SPEIDELL. That is right, sir.

"The CHAIRMAN. So he takes you off of the payroll of local 12, puts you on the international payroll, and instead of paying you $220 each 2 weeks, he would pay you approximately $300 each 2 weeks, that would be the $80 difference. You would continue to work for the local and you would kick back the difference to him between the $220 and the $300.

"Mr. SPEIDELL. That is exactly right.

"The CHAIRMAN. Is that what you are testifying?

"Mr. SPEIDELL. Exactly.

"The CHAIRMAN. Although the man continued his regular work, he was taken off the payroll of the local and put on the payroll of the international, which, for the 2-week period of time, paid about $80 more than he was getting for working for the local?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. But he continued doing the local work and not the international work?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. And took the $80 or whatever the difference was and paid it over to Gosser?

"Mr. SPEIDELL. That is right.

"The CHAIRMAN. While you are at it, you better name two or three persons or more, whatever you can, who actually had that happen to them. Give examples.

"Mr. SPEIDELL. Harold Dean. He still works for the local. Arthur Peth. There may have been more. I know that it happened to those two. That is three, with Frank Molik.

"The CHAIRMAN. What was the other name?

"Mr. SPEIDELL. Frank Molik.

"The CHAIRMAN. Was it happening to the three all at the same time?

"Mr. SPEIDELL. I can't answer that. It happened during the time I worked there. It may have happened at the same time.

"The CHAIRMAN. During the 4 years. You were there for about 4 years?

"Mr. SPEIDELL. Six years.

"The CHAIRMAN. Two years you were an employee and four years you were an elected official?

"Mr. SPEIDELL. That is right, sir.

"The CHAIRMAN. During that 6-year period of time, you know of these three different men who were placed on the international payroll, who continued to do union local work and made the kickback of the difference to Mr. Gosser?

"Mr. SPEIDELL. If you will pardon me for saying it, I told Mr. Reuther that and mentioned names; I mentioned these same names, and Frank Molik was in the room" (pp. 20100–20103).

IV. SLOT MACHINE PROCEEDS

During the years 1946, 1947, and 1948 there were a dozen or more slot machines placed in the headquarters of local 12 in Toledo and the Toledo Industrial Council. At that time it was the standard practice of the Toledo syndicate to place all slots in customers' premises on a 50–50 split. According to eyewitness accounts and documentary evidence, Gosser's connections and influence with the underworld, including the late Ben Fretti whose mobster activities were later explored by the Kefauver crime committee, were such that he could and did purchase slots outright. The extent to which these slots were played during the years in question is indicated by then financial secretary, Randolph Gray, who told the committee he thought he was "in Las Vegas at times" (p. 20296).

Local 12, which was entitled to all of the cash proceeds from the union-owned slots and one-half of the cash taken from the syndicate-owned slots, received in fact only one-half from the former and one-fourth from the latter; the other share of the union's take was appropriated by Gosser. These facts are so clearly established by approximately 175 slot machine tickets that they are not open to question (pp. 20296–20304).

Gray's testimony that Gosser, over the 3-year period, appropriated to his own use approximately $90,000 of the union's slot machine proceeds, is corroborated by an analysis of the slot machine tickets showing the total removal from the machines and receipts showing that Gosser divided these moneys 50–50 between himself and the union:

"Senator CURTIS. We are not going to go into them, but I will hand you a package and ask you what is that package.

"(Documents handed to the witness.)

"Mr. GRAY. There were slips and tickets on the union machines and syndicate-owned machines of the local union.

"Senator CURTIS. You have estimated that in your opinion that probably is a half of all of the slips that were made during that 3-year period?

"Mr. GRAY. I thought it was about a fifth myself.

"Senator CURTIS. A fifth, yes.

"Mr. GRAY. I am not too sure. It is just a guess.

"Senator CURTIS. Can you look at the tabulation there and tell how much Gosser or Gosser's group did get?

"Mr. GRAY. Based on this they would have gotten $18,087.

"Senator CURTIS. Here again your statement that this is perhaps a fifth of it is an estimate?

"Mr. GRAY. That is right.

"Senator CURTIS. So if that estimate were correct, the take to Gosser or Gosser's group would be five times $18,000?

"Mr. GRAY. That is right.

"Senator CURTIS. I don't know what that is. I think it is about $90,000. We want the record to be as accurate as we can, and these figures as to the total amount involved in these slot machines during this period of time are an estimate.

"Mr. GRAY. That is correct" (pp. 20303–20304).

These funds were union funds. There are only two alternative deductions which can be made. Either Gosser misappropriated this union money to his own private use, or else, if he is to be believed, he put it in the "flower fund" which both he and Reuther swore is used for their own political purposes within the union. Assuming then that both are telling the truth, they have used union funds to reelect themselves, an improper practice which Reuther and Gosser also swore they did not follow and one which Reuther roundly condemned when the chairman reminded him that some corrupt labor leaders had engaged in it.

Thus, documentary evidence, now a part of the record of this committee, clearly demonstrates the nature of the Reuther board's 1950 "trial" of Gosser when it investigated the charge "that half of the proceeds of the slot machines were turned over to Brother Gosser's office," and found:

" 'The slot machines have not been in local 12 since May 1948. There is no supporting evidence that half of the receipts of the slot machines were turned over to Brother Gosser. Brother Gosser categorically denies that he ever handled any of the funds of the local slot machines. It is alleged that slot machines were operated by the Toledo Industrial Union Council and that Brother Gosser received one-half of the proceeds of the operation of these slot machines. Slot machines are not presently in the operation in the Toledo Industrial Council. There has been no supporting evidence that Brother Gosser received half of the proceeds of the slot machines. The question of having slot machines in the TIUC is a matter for that body to determine and is not proper local 12 subject matter' " (p. 20307).

It also calls into question Walter Reuther's statements made under oath before the committee in March of 1958 that "Gosser never got a

penny out of any slot machines" and "I know he would not take a dishonest penny from anyone or any source." And it further shows that Gosser testify falsely when he told the committee that 99 percent of the slot machine proceeds went into the summer camp improvements (p. 20024); when he declared that only 1 percent thereof went into his "flower fund" (pp. 20028, 20073); when he denied that he "had anything to do with the purchase of them (the slots)" (p. 20024); and when he denied that there were any syndicate-owned machines in the union halls (ibid).

From these records the deduction can be made that from 1943 to the date of the hearing in August and September 1959, hundreds of thousands of dollars in compulsory employee salary kickbacks, fines, money appropriated from local 12 and perhaps union dues have been channeled into such "flower funds" as the "region 2–B flower fund" and the "international flower fund" administered by, among others, Reuther, Mazey, and Gosser, and Ballard.

Reuther, when he appeared before the committee during the Kohler hearing, insisted that these "flower funds" were really just innocent, "voluntary" internal union political funds and were properly accounted for. He challenged the committee to examine the fund records:

"We have nothing to hide. Come out and look at the records. We will cooperate and pull them together" (p. 10219).

Reuther's hand was called during the Gosser hearing. Gosser was asked to comply with the committee's subpena duces tecum which called for the production of all records of any and all "flower funds" under the "jurisdiction and control" of Gosser and Regional Director Ballard from 1943 to date of the hearing, e.g., records of amounts and sources of income and the amounts and nature of the expenditures, including all check registers, bank deposit slips, canceled checks, names of those contributing and the amounts contributed, etc. (p. 20412; exhibit 16B).

Gosser contended that he had "no jurisdiction or control" over either the "region 2–B flower fund" or the "national flower fund." He pointed the finger of responsibility at Ballard who had gone to Fancy Farms, Ky., and was unavailable. Joseph Rauh, the UAW's Washington attorney, produced a few recent check stubs evidencing some expenditures from the "region 2–B flower fund." Rauh blandly announced that all records of this fund prior to January 1959 had been destroyed. Although Gosser was forced to admit that he had "jurisdiction and control," in the language of the subpena, along with Reuther, over the "national flower fund," these records were likewise not produced and were presumably destroyed also before the committee could audit them.

Ballard was summoned from the Kentucky hills and finally appeared as a witness before the committee—"voluntarily," insisted UAW attorney Rauh, who vainly demanded that the chairman rule that his client's testimony be not broadcast by the radio press (p. 20355).

Ballard stated that since 1947, when he became director of region 2–B in Toledo, his "flower fund" has received cash contributions of $10 per week from local full-time officers, 11 international representatives assigned permanently to the region 2–B staff and "8 or 10" other

representatives who, though officially on Gosser's staff, also serve at times under his (Ballard's) direction (pp. 20356–20358, 20363). Thus, as a matter of arithmetic, these employees admittedly have kicked back more than $100,000 into this fund during the 10-year period 1948–59, inclusive.

According to Ballard's testimony, no records evidencing total receipts are given to or accepted from those who pay into the fund; indeed, he told Senator Goldwater that if someone offered to pay his kickbacks by check, he (Ballard) "would probably return it to him and tell him to cash it and pay it to me in cash * * * because there is a policy against checks in my region" (p. 20365). He also stated that a part of the cash is banked and the balance of it is placed in a safe deposit box to which he and a trusted lieutenant, Don Pinciotti, have access (p. 20367). Ballard further admitted that he even destroys his own penciled notes of those who pay what they "owe" at the end of each week (p. 20363).

The chairman questioned Ballard's method of bookkeeping:

"The CHAIRMAN. Do you keep a record of those who contribute to the fund, and how much they contribute?

"Mr. BALLARD. Only week by week.

"Mr. CHAIRMAN. What do you mean, week by week? Suppose I am one of those contributors and I come in at the end of the year and say, "Look, I am giving this check to charity." I suppose that is what it is, sometimes. "I want to know how much I paid in so I can deduct it from my income tax." Do you have any record of it to show how much it was?

"Mr. BALLARD. No; I don't keep records.

"The CHAIRMAN. You don't keep records of the amount of money that comes into this fund, other than what you may deposit in the bank?

"Mr. BALLARD. The only record I keep is the last payment he makes.

"The CHAIRMAN. What do you mean by that? Do you keep the money?

"Mr. BALLARD. No; I keep a record when he made his last payment.

"The CHAIRMAN. What do you do with that record?

"Mr. BALLARD. When he pays again I tear that one up.

"The CHAIRMAN. Is that so. When did this system of bookkeeping originate in this enterprise?

"Mr. BALLARD. I have had the books since 1952 or 1953, somewhere along in there.

"The CHAIRMAN. Who instructed you to handle it that way and when did you begin handling the account that way?

"Mr. BALLARD. No one instructed me. I keep my own books.

"The CHAIRMAN. They didn't. Is this your idea to destroy the records as fast as they are made?

"Mr. BALLARD. I don't consider keeping track of who owes money a record.

"The CHAIRMAN. You don't?

"Mr. BALLARD. No.

"The CHAIRMAN. That is not a record, keeping track of who owes money?

"Mr. BALLARD. Senator, when you pay, you just throw the other one away.

"The CHAIRMAN. Why?

"Mr. BALLARD. Because it is paid. There is no use keeping a big bunch of records.

"The CHAIRMAN. Here are people making a contribution to a fund and you keep no record of who contributes and how much that you can show at the end of the year.

"Mr. BALLARD. I keep a record of the amount of money.

"The CHAIRMAN. You keep a record of the total money, but you don't show at the end of the year how much this man paid to it, or how much the other paid to it, do you?

"Mr. BALLARD. Senator, I think——

"The CHAIRMAN. Not what you think, but do you?

"Mr. BALLARD. I think the people who are involved in our union trust each other.

"The CHAIRMAN. You think what? You just simply keep no records, and that is the whole scheme of this thing, not to be identified with what the facts are so anyone can find out from the records you keep. Isn't that the truth about it" (pp. 20362–20363)?

* * * * * * *

"Mr. BALLARD. I would not say it that way.

"The CHAIRMAN. Well, how would you say it?

"Mr. BALLARD. I would say when the person pays to the flower fund, there is no use keeping the note that I have that he owes.

"The CHAIRMAN. There is no use keeping the note. Do they all pay notes? They do owe notes for it?

"Mr. BALLARD. No, I mean I keep a little penciled note of when a person pays. It is just a piece of paper. If I have 10 people on it, and it is January 10, I keep it. As soon as they pay, I make up another list.

"The CHAIRMAN. You tear that up. Do you tear them up or burn it up?

"Mr. BALLARD. I just discard it in the ashtray or in the wastepaper basket.

"The CHAIRMAN. What is there about this fund that has to be so secret that you don't keep records?

"Mr. BALLARD. There is nothing secret about our flower fund.

"The CHAIRMAN. Can you tell me how much—give me the name of two people who belong to it that pay to it?

"Mr. BALLARD. Everyone on my staff.

"The CHAIRMAN. Give me the names of two of them.

"Mr. BALLARD. All right. Walter Murphy.

"The CHAIRMAN. Who else?

"Mr. BALLARD. Dick Myers.

"The CHAIRMAN. Dick Myers?

"Mr. BALLARD. That is right.

"The CHAIRMAN. How much did Dick Myers pay into this fund last year?

"Mr. BALLARD. He paid in $10 a week.

"The CHAIRMAN. Every week?

"Mr. BALLARD. No. He didn't pay when he is on vacation.

"The CHAIRMAN. Do you know how much he paid into the fund?

"Mr. BALLARD. Yes.

"The CHAIRMAN. How much?

"Mr. BALLARD. He paid $10 a week for 49 weeks.
"The CHAIRMAN. How much total did he pay?
"Mr. BALLARD. $490.
"The CHAIRMAN. Are you sure?
"Mr. BALLARD. Yes, sir. I would have a note saying he owed it.
"The CHAIRMAN. You have a note for $490?
"Mr. BALLARD. No, I would have a note. I am talking about a penciled note that I keep.
"The CHAIRMAN. Do you have one there?
"Mr. BALLARD. No, because he don't owe it.
"The CHAIRMAN. Did he ever owe $490?
"Mr. BALLARD. Well, he has been behind.
"The CHAIRMAN. That is the strangest account I ever saw. You keep no records.
"Mr. RAUH. I don't think that is fair, Senator.
"The CHAIRMAN. I do. My God Almighty, how do you keep a record and know what people pay and don't pay if you tear it up every time a note is paid?" (pp. 20363–20364).

* * * * * * *

"The CHAIRMAN. I just don't understand this sort of reasoning. It is not reasonable. It is not logic. It is not the common practice of anyone keeping a voluntary fund. They have a right to know about it. They have a right to have a record about it.
"Mr. BALLARD. Everyone has a right to know about this.
"The CHAIRMAN. Sure they do. But there is no record from which to find out. At the end of a year there is no record kept.
"Mr. BALLARD. All the money is spent by a check. If they want a copy of the check, I am sure the bank makes copies or records of the checks. You can very easily get it from the bank.
"The CHAIRMAN. Unless you kept a record, there is nothing to check to make sure the money went in the bank in the first place. There is no way you can go to your records and tell whether the money is honestly received and administered and placed in that fund and accounted for" (pp. 20364, 20365).

Ballard tenaciously clung to the discredited Reuther-Gosser assertion that those who contribute to the "flower funds" do so "voluntarily" in order to perpetuate the control of Reuther and his associates over UAW affairs. However, he did make a guarded admission that the entire scheme behind the "flower fund" subterfuge is to use union funds for internal union political purposes:

"Mr. MANUEL. Actually if you are making these international representatives just kick back to you, they are nothing but an involuntary conduit through which you siphon money off from the treasury into your flower fund; isn't that right?
"Mr. BALLARD. That is not quite true.
"Mr. MANUEL. If these people are kicking this back to you under compulsion as a condition of employment, that is not voluntary?
"Mr. BALLARD. I would say that would be right" (p. 20366).

We further agree with Senator Mundt's observation that the "flower funds" are a "sticky business," so sticky in fact that there is no way to determine how much cash has gone into and been expended from the safe deposit box or for what purposes. Even the union's

records of the money spent by check were destroyed and this action raises a presumption in our minds that much of these funds has over the years been either misappropriated to the private benefit of top leadership in the UAW, or else spent for illegal and incriminating purposes. These facts and the suspicious circumstances surrounding the determination of Reuther, Ballard, Gosser and others to prevent an honest audit of these vast sums of cash are inconsistent with the conduct of honest men "who have nothing to hide."

We think that Reuther and his UAW have much to hide and have hidden much from this committee. We express profound regret that this committee, constituted to investigate and expose management and union corruption wherever it exists, should be disinclined to follow the evidence because it leads to "Solidarity House" in Detroit and to Reuther, perhaps the most politically powerful labor leader in the United States today.

We therefore invoke the AFL–CIO codes of ethical practices against Reuther and his UAW. Citing code IV, 1, which declares that "No responsible trade union official should accept kickbacks," we challenge Reuther to submit all UAW "flower fund" records, including his own, to the UAW's Public Review Board and to independent and nationally known auditors and to make an honest and full accounting to that board of all "flower fund" moneys which he and his associates have received and expended since he was elected president of the UAW International in the year 1946. We further challenge him to publish the findings of that body resulting from such an investigation so that the American public and this committee can be informed. His failure to do so will be an admission that (1) he is too deeply involved personally to risk exposure, and that (2) the public review board is, as some critics have charged, only window dressing in an attempt by Reuther to trade upon the respectability of the clergy and other distinguished citizens who serve on that body.

V. The Elliott Co. Bribes

In the spring of 1959, a New York grand jury disclosed that the George Elliott Co. of New York had paid some $62,000 in "commissions"—which District Attorney Frank Hogan contended were illegal bribes—to Peter Zvara, one of Gosser's administrative assistants, in consideration of Zvara using his union influence to have certain Toledo employers hire the Elliott Co. to perform certain industrial engineering work. Gosser voluntarily appeared before the grand jury but denied that he had received any part of these bribes from Zvara. The district attorney was unable to ask Zvara this same question because under New York law a subpena issued to Zvara in Ohio would have carried automatic immunity from prosecution and Zvara refused to appear in New York voluntarily for questioning. It was, therefore, relevant and appropriate that during the impending examination of Gosser by the committee, Zvara be given the opportunity to deny or confirm under oath that Gosser shared the bribery money. Accordingly, this item was included in the agenda of areas to be explored.

The George Elliott Co., Inc., of New York is a management-consultant firm specializing in work measurements, wage incentive systems, and wage and salary evaluation systems. These services affect

wage rates and pay standards and are, therefore, customarily looked at, by the employees, with jaundiced eyes (p. 19939).

According to John Dale, present owner of the Elliott Co., his firm, with Zvara's assistance, had obtained contracts to perform such services for Doehler Jarvis Co., Electric Auto-Lite and Willys-Overland Co. of Toledo, and Gerity Machines Corp. of Michigan, which bargain collectively with the UAW, and the Textileather Co. of Toledo, represented by another union (pp. 19916–19917). He said that ordinarily an employer desiring to have such work done is obliged to submit to the union the names of three engineering firms and the union has a veto over the selection of the firm which is awarded the contract (p. 19935). The Elliott Co. had orally agreed to give Zvara 15 percent of the net billings paid by Toledo employers who were influenced to retain the Elliott Co. (p. 19919). Zvara's services were primarily (1) to have the UAW recommend to the employer that only the Elliott Co. was acceptable and (2) to keep grievances and rank-and-file opposition to a minimum while Elliott was performing its contract.

Before the committee, Dale identified company records and canceled checks, payable to and endorsed by Zvara, which evidenced payments to him from the Elliott Co. in total amount of $62,403.36 for the period May 3, 1950, to July 29, 1958, as follows (pp. 20381–20408):

Contracts	*Amount*
Doehler Jarvis Co	$2, 782. 25
Electric Auto-Lite	37, 807. 38
Textileather Co	9, 208. 11
Gerity Machine Corp	543. 75
Willys-Overland Motors Co	9, 601. 87
Unallocated items	2, 460. 00
Total	62, 403. 36

Dale and Zvara became apprehensive in 1956 that this committee or some other authority might learn of the payments and it was agreed that Dale would "cover up" by routing future checks ($19,666.21 in 1956 and $14,296.81 in 1957) through two other corporations in which he had an interest (pp. 19922–19926). Dale also stated that he knew his firm had paid some "commissions," amount unknown, to Earnest Love, one-time president of the Doehler-Jarvis Local 1058, UAW, an international representative on Gosser's staff (p. 19935).

According to Dale, Zvara was always mysterious and circumspect in all his dealing with the Elliott Co., but that once Zvara indicated that he was sharing the bribes with others, testifying as follows:

"Mr. MANUEL. Did Mr. Zvara at any time ever come to you and ask you for some evidence of the net billing—or not just a check, but some underlying data or memo?

"Mr. DALE. Yes. It was either at the time of the second or third payment, he asked me if I would give him a little slip showing the billing and the amount of commission accrued and the amount paid and the amount still due, as of given cutoff dates?

"Mr. MANUAL. Did he state why he wanted that?

"Mr. DALE. Yes; I asked him why he wanted it, and he said he had to have the figures to show to the other boys.

"Mr. MANUEL. Was that plural, 'boys'?

"Mr. DALE. Plural.

"Mr. MANUAL. Did he elaborate on what he meant by 'boys'?

"Mr. DALE. No; I asked him again, who, and he refused to tell me, and I never brought the subject up again.

"The CHAIRMAN. Did that imply to you that he was dividing that fund, or that commission with someone else?

"Mr. DALE. Yes, sir; that was the implication.

"The CHAIRMAN. That was the implication that you got from it?

"Mr. DALE. Yes, sir" (pp. 19936–19937).

The record shows that Gosser, by virtue of his official position as vice president of the UAW, was director of the Doehler Jarvis Council and many other such wage and hour councils which negotiate contracts with Doehler Jarvis and other Toledo employers who retained the Elliott Co. It also shows that Zvara, as Gosser's administrative assistant, was codirector of the Doehler Jarvis Council—of which Love was also a member—but that Zvara had no similar authority vis-a-vis Willys-Overland, Auto-Lite and other employers who were influenced to retain the Elliott Co. (p. 19936). It would appear, therefore, that, assuming Zvara, as codirector of the Doehler Jarvis Council, alone had authority to award that contract to Elliott, he alone had no such authority with regard to the others. The question then is: Who had such authority and who recommended the Elliott Co. to the other employers, which resulted in commissions paid to Zvara?

Gosser denied that he exercised his undoubted authority to designate the Elliott Co. On the other hand, Dale was sure it was not Zvara:

"Mr. MANUEL. Then is it true that the services performed by Zvara in exchange for his commission are these: The union has a veto power over the contract and he could designate your company as the firm to get the contract, we will say, with Auto-Lite?

"Mr. DALE. Not Zvara.

"Mr. MANUEL. Someone else?

"Mr. DALE. It must have been someone else.

"Mr. MANUEL. You don't think Zvara was authorized to do that on his own?

"Mr. DALE. No.

"Mr. MANUEL. Who do you think was authorized?

"Mr. DALE. It was probably either the head of the local union, who at that time was Mr. DuPont, or it was Mr. Gosser, or both" (p. 19939).

Moreover, Dale's description of how Gosser put down certain employee opposition to the Elliott work being performed for Auto-Lite indicates that Gosser helped Zvara to earn the commission on the job, as shown by the following colloquy:

"Mr. MANUEL. Do you recall that sometime in 1956 a little trouble developed down in Auto-Lite, in connection with the servicing of that company?

"Mr. DALE. Yes.

"Mr. MANUEL. Do you recall it was involved with grievances filed—or some unrest in the plant or opposition to the Elliott Co. doing this work?

"Mr. DALE. Yes, the grievances were a byproduct, as I recall the record—a byproduct of an insurgent committee that was trying to get itself elected.

"Mr. MANUEL. Was that headed by Stucker, a man named Stucker?

"Mr. DALE. The insurgents were headed by Stucker, and the incumbents by Mr. DuPont, I think it was.

"Mr. MANUEL. Was it DuPont?

"Mr. DALE. Yes.

"Mr. MANUEL. Did you check with Mr. Zvara on this trouble?

"Mr. DALE. Yes, I asked him what was this all about.

"Mr. MANUEL. What did he say?

"Mr. DALE. He told me that it was nothing more than a bunch of hotheads trying to get in, and in order to get in they couldn't be for something, they had to be against something.

"Mr. MANUAL. Did he say anything that he did in connection with that?

"Mr. DALE. No, I asked him for information on it, and was there anything that we could do, and he said, 'I don't know. I can't find out anything about it.'

"Mr. MANUEL. Did he make further inquiry himself?

"Mr. DALE. He said that he did.

"Mr. MANUEL. Did he say anything about taking that up with Mr. Gosser—that trouble?

"Mr. DALE. No. I don't believe that he said it. I rather believe that if there was anything that he could do about it, because after all, his interest was as long as the job continued he would get commissions, and it was strictly up to him if there was anything that could be done. However, to be realistic about it, I don't think that the international ever has any direct influence on an insurgent committee's political activities to become elected—or to be elected.

"Mr. MANUEL. You testified fully before the grand jury, did you not?

"Mr. DALE. Yes, I did.

"Mr. MANUEL. I will ask you if you were asked these questions and you made these answers:

" 'Question. Now, did he at the same time he was reporting to you on the local situation—did he also report to you on the situation of the international union in Detroit, the international UAW?

" 'Answer. Yes. That came after Stucker was elected and he was threatening a strike that he and his committee were trying to urge the membership to strike aganist the company in order to get rid of the Elliott Co. plan, and I asked Zvara how serious that was, and he said, "Well, it is pretty serious at the local level, but the boys in Detroit weren't going to stand for it. They are on record as trying to help Auto-Lite get out of the local labor difficulties."

" 'Question. By "the boys in Detroit," did you know whom he meant, or did you understand whom he meant specifically?

" 'Answer. I understood whom he meant.

" 'Question. Who was that?

" 'Answer. That was Mr. Gosser and his associates at the international level of the UAW.'

"Were those questions asked, and did you make those answers?

"Mr. DALE. I recall them now.

"Mr. MANUEL. Does that refresh your memory?

"Mr. DALE. Yes, sir; it does.

"Mr. MANUEL. Those were truthful answers, were they?

"Mr. DALE. Yes. But as to the time the grievances started or the time the strike was called and Stucker was elected, there were several conversations in the nature of 'find out what goes on.'

"Mr. MANUEL. Let me read some more:

" 'Question. Now, did he report to you on one occasion of when the local committee was actually called up in Detroit?

" 'Answer. Yes, he did. He told me that the committee, the local committee had been summoned into Detroit by Gosser, and they had spent all day there and went back to Toledo with their tails between their legs, as he put it, and the situation at the plant stood that the international had agreed to sanction the strike but that the responsibility for it and the consequences lay squarely with the local committee.'

"Do you recall that?

"Mr. DALE. Yes, sir.

"Mr. MANUEL. That is true?

"Mr. DALE. Yes; that is true.

"Mr. MANUEL. I will refresh your memory a little more:

" 'Question. Did you ever discuss with Zvara any possible business you might get from Gosser?

" 'Answer. Yes. I told Zvara that we had never done very much business in Detroit—in the Detroit area, that is—of the industrial engineering nature, and I would like very much to get some leads up there as to where it was necessary for companies to do this type of work, and Zvara said that he would speak to Gosser and find out if there were any such places.'

"Do you recall that?

"Mr. DALE. I had forgotten whether he said he would speak to Gosser, or whether that was the implication.

"Mr. MANUEL. (reading):

" 'Question. I don't mean directly, but did he give any indication that you can recall that he would get in touch with Gosser to help straighten out the situation with the union?

" 'Answer. Yes, he said, "I know Gosser very well, and I can find out for you just what the situation is, and what can be done about it.' "

"Is that true?

"Mr. DALE. Yes.

"Mr. MANUEL. (reading):

" 'Question. I don't mean directly, but did he give any indication that you can recall that he would get in touch with Gosser to help straighten out the situation with the union?

" 'Answer. Yes, he said, "I know Gosser very well, and I can find out for you just what the situation is, and what can be done about it.' "

"Is that true?

"Mr. DALE. Yes.

"Mr. MANUEL. Do you understand that the international, obviously through Mr. Gosser, had sent the boys in the local back to Toledo with their tails between their legs? Do you know what that meant?

"Mr. DALE. It is a slang expression for putting the entire responsibility on them if any strike was called, and to refuse to give the backing of the international union to any local strike.

"Mr. MANUEL. In other words, put down the local opposition to it so you could complete the contract?

"Mr. DALE. To get the work completed, because inherent and behind all this was the fundamental agreement between the UAW at Mr. Gosser's level, and the Electric Auto-Lite Co., in which we had no part, where the program undertaken jointly by them was dedicated to maintain the employment of some 4,000 people in Toledo" (pp. 19937–19939).

Both Zvara and Love were subpenaed by the committee and interrogated about the Elliott bribes. Zvara admitted only his name and invoked the fifth amendment 49 times in response to all questions, including the bribery and whether he had ever contributed to Gosser's "flower fund." Love did likewise, but there may be some significance to Love's invocation of his constitutional rights.

At the outset, Zvara's attorney advised the committee that Zvara would resort to a blanket invocation of the fifth amendment as to all matters. It was, therefore, no surprise that Zvara declined to answer any questions about the "flower fund." However, a similar declination by Love was unexpected. Love advised the committee that, except for matters which would be incriminating, he would cooperate with the committee. Thus, Love testified freely, and we think truthfully, on nonincriminating matters.

He seemed to understand that his oath to testify truthfully limited his right to invoke his constitutional privileges only as to matters about which he honestly believed a truthful answer, if given, would incriminate him, as for example, the illegal bribes. But there was ordinarily nothing incriminating about his admitting or denying contributions to the "flower fund"—all other witnesses had done so willingly—unless he and/or Zvara, unlike the others, had paid some of the bribes into Gosser's "flower fund"—which would, of course, be incriminating. His immediate association of the bribes with the "flower fund" and refusal to answer this question truthfully lends some though not conclusive support to the theory that some part of the bribes were transmitted to Gosser via the "flower fund." There is, of course, no direct evidence that such was the case, but it would not be out of harmony with Gosser's known modus operandi, i.e., always to have a front or fall guy in case his wrongdoing is exposed and the finger of blame is to be pointed.

Kohler Co. record pertaining to vandalism reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955

No.	Name	Affidavit date	Date of incident	Description
1	Dale Oostdyk	Apr. 8, 1954	Apr. 7, 1954	Nonstriking employee physically assaulted, kidnaped, beaten, cursed, told to join union on threat of death.
2	Herman Miesfeld	do	do	Nonstriking employee intercepted on way to work, coerced into joining union.
3	Harold Fanslau	Statement May 6, 1954	May 6, 1954	"333" painted on top of automobile; body smeared with paint.
4	Leland Dyke	Memo of telephone conversation.	May 10, 1954	Nonstriker on way to work threatened with bodily injury.
5	Otto Vogt	June 1, 1954	May 11, 1954	Valve stems cut off 2 tires.
6	Leo Bukowski	May 14, 1954	do	Stone thrown through window of home.
7	Robert Neumann	do	do	Automobile tire punctured with screw driver.
8	Arno C. Kremin	May 12, 1954	May 12, 1954	Picture window of home shattered by stone.
9	J. A. Lucynski	May 13, 1954	do	Thermopane window smashed by stone.
10	Charles Forbes	May 26 1954 (May 24, 1954 should be May 25, 1954).	May 24, 1954	Nonstriking employee assaulted, struck on way to work.
11	Rance Rasmussen	do	do	Nonstriker assaulted, struck while walking to work.
12	Leland Dyke	May 29, 1954	do	Nonstriker assaulted; struck, kicked in groin.
13	Otto Vogt	June 1, 1954	June 1, 1954	Valve stems cut off 4 tires. (Should be 3 tires.)
14	Leander Daun	June 2, 1954	do	Valves cut off 3 tires.
15	Adam Gulan	June 16, 1954	do	Railroad spike set under automobile tire.
16	Albert Mauer	June 2, 1954	June 2, 1954	Garage door smeared with paint.
17	Harvey Roerdink	do	do	Garage door splashed with paint.
18	John Kohlhagen	June 9, 1954	June 7, 1954	Tire punctured.
19	Robert Schaefer	June 7, 1954	do	Automobile windshield shattered; valve stem cut from tire.
20	Edwin Winkel	June 14, 1954	June 9, 1954	Acid splashed on new automobile.
21	Carl Siegel	June 11, 1954	June 11, 1954	Shrubs, perennials, other plantings torn from ground.
22	Don Schilling	do	do	Word "scab" painted on automobile.
23	Anton Schnur	June 14, 1954	do	Rocks thrown through plate-glass window of home.
24	Arwin Herzog	June 12, 1954	June 12, 1954	Word "scab" painted twice on automobile.
25	Don Schilling	June 14, 1954	June 14, 1954	Blue automobile smeared with black enamel.
26	Adam Gulan	June 16, 1954	do	Sugar put in gasoline tank of auto.
27	Norman Glaser	do	June 15, 1954	Sand put in gasoline tank of farm tractor.
28	Albert Perrone	June 18, 1954	June 17, 1954	Plastic bag filled with tar hurled at garage, smearing building and concrete apron.
29	Millard Bell	do	do	Air let out of auto tire.
30	Arthur Roehl	do	do	Air let out of 4 tires.
31	Reuben Krebsbach	June 23, 1954	June 18, 1954	Acid poured on automobile.
32	Elmer Baehler	June 18, 1954	do	Wire netting torn from mink sheds.
33	Willard Van Ouwerkerk Valeria Van Ouwerkerk	June 19, 1954 June 20, 1954	do	Nonstriking employee struck from rear, knocked down, stomped, injuries included crushed chest and victim in critical condition for days.
34	John Kovacic	June 21, 1954	June 19, 1954	Thermopane window in home broken by stone.
35	Carl Kummer	do	June 20, 1954	Air let out of automobile tire.
36	Steven Konik	June 22, 1954	do	Nonstriking employee warned not to work, assaulted.
37	Carl Kummer	June 21, 1954	do	Nonstriking employee assaulted in tavern by gang of 8 men; asked why he didn't join union; knocked to floor.

38	Jacob Den Boer	June 23, 1954	June 22, 1954
39	Arthur Hedstrom	June 24, 1954	do
40	Robert Leuck	do	do
41	Leland Dyke	do	do
42	Roger Wuestenhagen	June 25, 1954	June 24, 1954
43	Harold Curtiss	June 29, 1954	June 28, 1954
44	Wilbert Gartman	July 1, 1954	June 30, 1954
45	Wilbert Gartman	do	do
46	Paul Milbrath	do	do
47	Arthur Klein	do	do
48	Elmer Voelker	July 3, 1954	July 2, 1954
49	Eugene Puls (nonemployee)	Memo July 7, 1954	do
50	William J. Bersch, Sr. William G. Bersch, Jr.	July 5, 1954 July 6, 1954	July 4, 1954
51	Paul Koeppler	July 12, 1954	July 9, 1954
52	Chester Herman	July 10, 1954	July 10, 1954
53	Richard Burich	July 17, 1954	July 16, 1954
54	Elden Slavens	July 21, 1954	July 21, 1954
55	Albert J. Mauer	do	do
56	John Stockinger	July 23, 1954	do
57	Robert Krepsky	July 26, 1954	July 26, 1954
58	do	Aug. 2, 1954	Aug. 1, 1954
59	Fred Huehlman	Aug. 5, 1954	Aug. 5, 1954
60	Merlin Schleunes	Aug. 9, 1954	Aug. 7, 1954
61	Guenther Voss	Aug. 16, 1954	Aug. 11, 1954
62	Elmer Meyer	do	do
63	Guenther Voss	do	Aug. 12, 1954
64	Claude Dault	Aug. 17, 1954	Aug. 17, 1954
65	Eugene Eernisse	Aug. 19, 1954	do
66	Alexa Horst	L. E. O'Neill memo Aug. 19, 1954.	Aug. 19, 1954
67	William Graefe	Memo Aug. 23, 1954	do
68	Marvin E. Birr	Aug. 21, 1954	Aug. 20, 1954
69	Emma Mertz	do	Aug. 21, 1954
70	Ernest Beiersdorf	do	do
71	William Graefe	Memo Aug. 23, 1954	do
72	Gerald Emley and Mrs. Emley	Aug. 21, 1954	do
73	William Graefe	Memo Aug. 23, 1954	Aug. 22, 1954
74	Earl Radke	Memo Aug. 26, 1954	Aug. 23, 1954
75	Walter Stubbe	Aug. 24, 1954	Aug. 24, 1954
76	Frederick Brandt	Aug. 26, 1954	Aug. 26, 1954
77	Martin Blok	Aug. 30, 1954	Aug. 28, 1954
78	James B. Sweeting	Aug. 31, 1954	Aug. 30, 1954
79	Albert Diehlmann	Sept. 2, 1954	do

2 light bulbs filled with black paint thrown, one smashing and spattering exterior of home, other breaking window and spattering paint over living room and furnishings.
2 light bulbs filled with brown paint smashed against exterior of home.
2 light bulbs filled with white paint smashed against exterior of home.
Nonstriker cursed, threatened, physically assaulted.
Nonstriking employee assaulted, knocked to ground.
Shotgun blast fired through living room window.
Object hurled at automobile going through Kohler Co. gate.
Trunk of automobile splashed with paint remover.
Can of paint thrown onto porch, splattering.
Can of paint thrown against house.
Brown paint thrown at window; red paint at side of house.
Light bulb filled with paint thrown at front door.

Father and son assaulted, brutally beaten.

Sand placed in automobile gasoline tank.
Window in home smashed.
Nonstriking employee threatened, warned not to go through picket line, assaulted.
2 light bulbs, filled with black and with red paint, thrown at home.
3 light bulbs, 1 filled with black paint, 1 with red paint, and 1 with dark green paint, thrown at home.
Automobile tire slashed.
Automobile windshield frame dented, windshield cracked, aerial broken off, windshield wiper broken.
Automobile tires slashed, valve stem cut off.
Valve stems cut from 2 tires.
Word "scab" scratched on automobile.
Car going through Kohler Co. gate stoned.
Automobile splashed with irremovable substance.
Tire punctured by new galvanized roofing nail. Similar nails found on driveways at plant gates and near fences.
Rocks thrown through window of home.
Rocks shatter living-room window, break lamps and furniture.
Rock thrown through picture window.

Automobile hood dented by rock.
Brick thrown through picture window.
2 rocks thrown through living-room window.
Rock thrown through living-room window.
Red paint smeared on residential sidewalk.
Nonstriker, wife, and 14-year-old daughter assaulted in tavern by group of men and women; threatened, cursed, and beaten.
Tops cut off 7 spruce trees in residential landscaping.
Roofing nails placed under automobile tires.
Rocks thrown through window with such force broke panel of interior door and damaged plaster on far wall.
Light bulb filled with yellow paint smashed against porch steps.
Window shattered with rock.
5 windows in house trailer broken by rock throwers.
Window shattered by rocks, automobile dented by thrown rocks.

Kohler Co. record pertaining to vandalism reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Continued

No.	Name	Affidavit date	Date of incident	Description
80	Harold Herber	Aug. 31, 1954	Aug. 31, 1954	Large Thermopane window, 2 kitchen windows shattered by rocks.
81	Theodore Stein	Sept. 2, 1954	Sept. 1, 1954	Piece of broken cement hurled through thermopane window.
82	James Rickmeyer	Sept. 8, 1954	Sept. 3, 1954	2 tires punctured by roofing nails.
83	do	do	Sept. 4, 1954	Tire punctured.
84	Arthur Hedstrom	Sept. 7, 1954	Sept. 6, 1954	Cans of beer thrown at home.
85	Russell Messner	Sept. 28, 1954	do	Acid splashed on automobile.
86	Casmir Nighbor	Sept. 29, 1954	Sept. 7, 1954	Plate glass window of living room smashed.
87	Clark Weeden	Sept. 28, 1954	do	Barrage of rocks hurled at auto; breaking windows, denting body. Victim's telephone line cut.
88	Harold Fanslau	Sept. 13, 1954	Sept. 8, 1954	Nonstriker and wife assaulted, called foul names; nonstriker struck and knocked down.
89	do	do	do	Nonstriker physically assaulted; valve stems removed from automobile tires.
90	Kenneth Holbrook	Sept. 14, 1954	do	Cornmeal and 2 pieces of quarter-inch pipe about 2 inches long put in oil pan of automobile.
91	Gustave Stokelbusch	do	Sept. 13, 1954	Rocks thrown through 5 windows of home, breaking 11 panes of glass, knocking plaster off dining room wall breaking floor lamp in living room.
92	Carl Yerkman	Sept. 14, 1954 (signed by Mrs. Fay Yerkman).	do	Rock hurled through living-room window.
93	Elmer Born	Sept. 15, 1954 (signed by Mrs. Mary Born).	Sept. 15, 1954	3 rocks thrown through living-room picture window; rock thrown through kitchen window; rock thrown at dining room window breaking screen molding.
94	Lester Boeldt	Sept. 20, 1954	Sept. 17, 1954	Nonstriking employee ambushed by gang in tavern; called a scab and job stealer, cursed, beaten.
95	Ben Zantow and Mrs. Zantow	Sept. 17, 1954	do	5 rocks thrown through 2 picture windows, damaging walls and furnishings.
96	Gilbert Loersch	Sept. 18, 1954	do	Living-room picture window broken by rocks.
97	John Elsesser	Sept. 22, 1954	do	Nonstriking employee assaulted in tavern, stuck in face.
98	Gottlieb Ertel	Sept. 20, 1954	Sept. 18, 1954	Valve stem removed from tire.
99	Roy Williamson	Sept. 21, 1954	do	Valve stem ripped off tire.
100	Elden Slavens	Sept. 20, 1954	Sept. 19, 1954	Light bulb filled with red and black paint thrown at residence.
101	Carl Mertz	Sept. 22, 1954	do	Nonstriker cursed, physically assaulted.
102	Arlin E. Behlow	Sept. 28, 1954	Sept. 24, 1954	Damage to auto; wires to directional lighting, to radio, and to heater cut.
103	Carl M. Gabrielse	Sept. 29, 1954	Sept. 27, 1954	Cutting blade of corn chopper broken by steel rod tied to cornstalk; machine bolts tied to other cornstalks on farm owned by father of a Kohler Co. employee.
104	Frederick Kuehlman	do	do	Air let out of tires.
105	Betty Gosse	Sept. 30, 1954	Sept. 28, 1954	3 sets of corn-chopper knives broken by machine bolts tied to cornstalks on farm operated by husband of Kohler Co. employee.
106	Frederick Kuehlman	Sept. 29, 1954	do	Automobile tire slashed.
107	Orville Gilpin	Sept. 30, 1954	Sept. 30, 1954	Automobile body gouged.
108	Arthur Haefke	do	do	Do.
109	Norman Rietbrock	Oct. 1, 1954	do	Do.
110	John Elsesser	Oct. 4, 1954	do	2 nonstriking employees assaulted in tavern by gang; threatened, kicked in legs and kneed in groin.

111	Albert Bassler	Oct. 2, 1954	Oct. 1, 1954
112	Believe these are same incidents as referred to in 107–109		Sept. 30, 1954
113			do
114			do
115	Joseph W. Sejba	Oct. 4, 1954	do
116	Kenneth C. Kletzien	do	do
117	Charles Schumacher	Oct. 4, 1954 (Oct. 1, 1954 should be Sept. 24, 1954).	Oct. 1, 1954
118	Harvey Brendel	Oct. 5, 1954	do
119	Arthur Margenau	Oct. 8, 1954	do
120	Believe this is same incident as referred to in 111.		do
121	Roland Schultz	Oct. 13, 1954	Oct. 3, 1954
122	Arthur Margenau	Oct. 8, 1954	Oct. 4, 1954
123	Elmer Margenau	do	do
124	Otto Vogt	Oct. 6, 1954	Oct. 6, 1954
125	Earl Eernisse	Oct. 20, 1954	do
126	Betty Gosse	Oct. 8, 1954	Oct. 7, 1954
127	Elmer Margenau	Oct. 8 and 12, 1954	do
128	Edward Markgraf	Oct. 12, 1954	do
129	Gilbert Schirmer	Oct. 15, 1954	do
130	Vincent Fee	Oct. 11, 1954	Oct. 8, 1954
131	William Graefe	Oct. 12, 1954	do
132	Jake Hopeman	Oct. 20, 1954	do
133	Kenneth Clark	Oct. 11, 1954	Oct. 9, 1954
134	Keith Grapentine	Oct. 12, 1954	do
135	Arthur Roehl	Oct. 13, 1954	do
136	James Holsen	Oct. 14, 1954	do
137	Edgar Boeldt	do	do
138	Edgar Boeldt	do	do
139	Leonard Gabrielse	Oct. 19, 1954	do
140	William Schaefer	Oct. 11, 1954	Oct. 10, 1954
141	Vernon Teboe	do	do

Rocks hurled through 5 windows, damaging mirror and furniture.
Nonstriking employee's automobile scraped and finish scratched as he drove through picket line.
Fender and door of nonstriking employee's automobile scraped and scratched as he drove through picket line.
Right rear fender of nonstriking employee's car scratched to the metal as he drove through picket line.
Finish on nonstriking employees' automobile gouged with sharp instrument as it was parked at his home.
Tire on automobile of nonstriking employee punctured.
Nonstriking employee reports 3 punctures, caused by ¼-inch tacks; 1 tire and tube ruined.
Tire on automobile of nonstriking employee punctured by 3 roofing nails.
Tire on car of nonstriking employee punctured by 2 carpet tacks.
Barrage of rocks broke 5 windowpanes in home of nonstriking employee; furniture in living and dining room damaged.
Tire on automobile of nonstriking employee slashed.
Tire on car of nonstriking employee punctured by new carpet tack.
Nonstriking employee reports 3 punctures caused by roofing nails.
Auto of nonstriking employee splashed with paint remover.
Dairy cow on farm operated by brother of nonstriking employee so horribly mutilated it had to be killed.
Corn chopper smashed by machine bolt tied to cornstalk on farm owned and operated by husband of nonstriking employee.
Automobile of nonstriking employee splashed with varnish remover as he drove to work through picket line; finish ruined.
Finish blistered on auto of nonstriking employee, apparently caused by varnish remover splashed on car.
Tire on nonstriker's car damaged by roofing nail.
Windows in home of nonstriker smashed by rocks; table broken by the missiles.
Entire left side of nonstrker's auto splashed with unknown liquid; finish spotted.
Dairy cow slashed on udder and body, apparently by razor blade· daughter of owner has friend who is nonstriking employee.
Automobile splashed, finish blistered and chipped off.
Finish of nonstriker's auto blistered by liquid splashed on car.
Liquid splashed on auto of nonstriking employee ate away finish.
Paint remover splashed on auto of nonstriking employee, damaging finish.
Nonstriking employee reports automobile window smashed while parked in his yard.
Human excrement smeared on dashboard, steering wheel, and front seat of automobile of nonstriking employee.
Damage done to corn chopper on nonstriker's farm when large bolt passed into chopper while corn was being cut.
Entire left side of nonstriker's car squirted with liquid, apparently paint remover, which blistered finish.
Nonstriking employee's auto splashed with liquid which spotted finish

Kohler Co. record pertaining to vandalism reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Continued

No.	Name	Affidavit date	Date of incident	Description
142	Lawrence Mullen	Oct. 13, 1954	Oct. 10, 1954	Home of nonstriking employee contaminated by ether.
143	Arno Sauter	do	Oct. 11, 1954	Rock thrown at home of nonstriker missed window but struck with such force that plates on plate rail in dining room were dislodged and broken. Garage window smashed by rock which dented chrome on auto.
144	Arno Sauter	Oct. 12, 1954	do	Window of automobile parked near home of nonstriker smashed, apparently case of mistaken identity.
145	Elmer Margenau	do	do	Automobile of nonstriking employee splashed with acid while driving through picket line, finish spotted and pitted.
146	Carl Gebhart	Oct. 13, 1954	do	Automobile of nonstriking employee splashed with acid at plant gate.
147	Harvey Schuette	do	do	Automobile of nonstriking employee squirted with liquid, apparently varnish remover at plant driveway. When victim attempted to wipe away liquid, paint came off.
148	Peter Gerhardt	do	do	Finish of automobile of nonstriking employee damaged by some liquid acid or paint remover when car was driven past pickets at northeast company gate.
149	Frederick Keseweder	do	do	Left side of automobile of nonstriking employee squirted with liquid which removed finish. Incident occurred at plant entranceway.
150	Gerald Butz	do	do	Right side of auto of nonstriking employee splashed with liquid which removed finish. Took place at company gate.
151	Roman Suttner	do	do	Acid or varnish remover sprayed on car of nonstriking employee as it entered company gate.
152	Gerhardt Otte	do	do	Entire right side of auto of nonstriking employee damaged by acid or paint remover as car passed through crowded picket line.
153	Albert Traute	do	do	Right side of auto of nonstriker damaged by acid at company gate.
154	Herbert Held	do	do	Automobile of nonstriker splashed with liquid which ate through the finish. Damage inflicted at company driveway.
155	Roland Schultz	do	do	Automobile of nonstriker splashed with substance which damaged finish. Car damaged at plant gate.
156	Elmer Grahl	do	Oct. 12, 1954	Light bulb filled with red paint thrown through window of nonstriking employee's home, damaging living-room furnishings.
157	William Leonhardt	Oct. 14, 1954	do	Auto of nonstriking employee splashed with liquid which spotted finish.
158	Hugo Sohre	do	do	Liquid splashed on auto of nonstriking employee, damaging finish.
159	George Henle	Oct. 13, 1954	do	Nonstriking employee's auto splashed with liquid which damaged finish.
160	Raymond Keller	do	do	Finish of auto owned by nonstriker damaged by acid or paint remover.
161	Theodore Hansmann	do	do	Nonstriker's auto spotted and pitted by liquid splashed on car.
162	Harold Lehmann	do	do	Nonstriker's car smeared with foreign substance which damaged finish.
163	Elmer Pantel	Oct. 15, 1954	do	Tacks hurled at auto of nonstriker driving through plant gates puncturing tire.
164	Willard Reinke	Oct. 16, 1954	do	Nonstriking employee's auto gouged and scratched.
165	Arthur Guenther	Oct. 14, 1954	Oct. 13, 1954	Tire on auto of nonstriking employee punctured by new carpet tacks.
166	Frederick Wegner	Oct. 16, 1954	do	Liquid squirted on auto of nonstriking employee, damaging finish of car.

167	Otto Vogt	Oct. 15, 1954	Oct. 15, 1954
168	John Elsesser	do	do
169	Gilbert Loersch	Oct. 16, 1954	do
170	August Miller and Mrs. August Miller	do	do
171	Roland Gilligan	Oct. 18, 1954	do
172	Mrs. Harold Oonk	Oct. 22, 1954	Oct. 16, 1954
173	Harvey Roerdink	Oct. 18, 1954	do
174	Leonard Gabrielse	Oct. 19, 1954	Oct. 18, 1954
175	Justin Strace	Oct. 25, 1954	Oct. 23, 1954
176	Mrs. Anthony Kaker	Oct. 26, 1954	Oct. 25, 1954
177	Reuben Buboltz	Oct. 28, 1954	Oct. 26, 1954
178	Randall Courtright	Nov. 3, 1954	Oct. 30, 1954
179	Wilmer and Dorothy Mentink	do	Oct. 31, 1954
180	Herbert Krentz	Nov. 4, 1954	Nov. 2, 1954
181	Jerome P. Block	do	Nov. 3, 1954
182	Arthur Burich	Nov. 24, 1954	Nov. 4, 1954
184	Harold Curtiss	Nov. 16, 1954	Nov. 5, 1954
185	Arno C. Kremin	Nov. 6, 1954	Nov. 6, 1954
186	Henry J. Matthias	do	do
187	Tom Rosandich	Nov. 15, 1954	do
188	George Sacher	Nov. 10, 1954	Nov. 10, 1954
189	George Behring	Nov. 11, 1954	do
190	Victor Thierfelder	Nov. 12, 1954	Nov. 12, 1954
191	Ernest C. Voelker	Nov. 13, 1954	do
192	Joseph Miller	do	do
193	Ottomar Zelle	do	do
194	Jacob Den Boer	do	do
195	Wilmer Mentink	Nov. 16, 1954	do
196	Harvey Walvoort	Nov. 15, 1954	Nov. 13, 1954
197	Gilbert Nelson	Nov. 16, 1954	do
198	Keith Grapentine	do	do
199	Theodore Stein	Nov. 15, 1954	do
200	Earl Radke	Nov. 17, 1954	do

Light-bulb "bomb" filled with liquid smashed against auto of nonstriking employee, damaging finish.
Light-bulb "bomb" smashed against auto of nonstriker, damaging finish.
2 windows in home of nonstriking employee smashed by rocks.
Nonstriking employee and his wife assaulted, their tavern wrecked.
Porch screen and window at home of nonstriking employee smashed by rock.
Home of brother of nonstriker spattered with can of paint with cover off and 3 or 4 holes punches in side. Storm and inside windows smashed and damage done to drapes, rugs, and furniture.
Thermopane window at home of nonstriking employee smashed.
2 arms of 1 knifehead and 1 arm of another knifehead on corn chopper ruined when striking hidden machine bolts while harvesting corn on nonstriker's farm. Remainder of field searched and 2 more bolts found tied to stalks with binder twine.
Home of member of supervision at Kohler Co. spattered with 3 paint bombs.
Uniformed gateman at Kohler had home spattered with paint bombs.
10 windows in nonstriker's garage smashed by rocks.
Nonstriker's car scratched when entering plant.
Shotgun blast riddled windows in home of nonstriker.
Paint remover thrown against nonstriker's home.
4 paint bombs splattered against nonstriker's home, window broken, extensive damage to interior.
Slashed tire caused blowout on nonstriker's car as he drove to work.
7 roofing nails picked up in tire of nonstriker's automobile.
2 paint bombs smashed against nonstriker's home.
2 paint bombs thrown at nonstriker's home.
Foreign element poured into gas tank of nonstriker's car, causing damage to bearings and rings.
Bricks hurled through living-room windows of nonstriker's home.
Flaming torch thrown onto porch of nonstriker's home.
Paint bomb smashed against window of nonstriker's home.
Paint bomb hurled against Thermopane window and missile thrown through window, causing flying glass to hit nonstriker and wife.
Paint bomb smashed against nonstriker's home.
Home on nonstriker under construction target of paint bombs. Present residence also paint-bombed.
2 paint bombs hurled against window and porch of nonstrikers' house.
7 carpet tacks in tire on nonstriker's car caused flat. Tacks found scattered on road at entrance to company parking lot.
Heavy object hurled against side of nonstriker's car as he drove through plant gate.
Object thrown against rear fender of nonstriker's automobile as he entered company parking lot. 2 long upholstery nails found in flat tire.
Paint splashed on fender and door of nonstriker's automobile.
House of nonstriker splattered with paint.
Nonstriker reported 8 flat tires caused by roofing nails and tacks over period of several weeks.

Kohler Co. record pertaining to vandalism reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Continued

No.	Name	Affidavit date	Date of incident	Description
201	James A. Kretsch	Nov. 16, 1954	Nov. 14, 1954	Door of nonstriker's automobile scratched.
202	Harold Curtiss	do	Nov. 15, 1954	Roofing nails strewn in driveway of nonstriker with resultant flat tire.
203	Adolph Riehl	Nov. 17, 1954	do	Two tires on auto of nonstriking employee punctured by 5 upholstery tacks.
204	Max Wimmer	Nov. 16, 1954	do	2 glass jars hurled through windows of nonstriker's home.
205	Kenneth Baer	Nov. 18, 1954	do	Pointed piece of hardwood driven into tire of nonstriker's automobile causing flat tire.
206	John A. Olofson	Nov. 17, 1954	do	Automobile splashed with paint remover.
207	Wesley Williams	do	Nov. 16, 1954	Paint bomb shattered against nonstriker's automobile.
208	Clarence Zimmerman	Nov. 24, 1954	do	10 carpet tacks punctured 2 tires on nonstriker's car.
209	William Mueller	Dec. 3, 1954	Nov. 18, 1954	Solution poured into radiator of nonstriker's auto causing extensive damage.
210	Fred E. Hartmann	Jan. 3, 1955	Nov. 20, 1954	Tube and tire on nonstriker's car cut.
211	Wilbert E. Suhrke	Dec. 20, 1954 (no mention of foreign substance poured into crankcase).	Nov. 22, 1954	Foreign ingredient poured into crankcase of nonstriker's automobile necessitating replacement of engine. (See reference to Nos. 219 and 229 as reason for possible confusion in description. All 3 instances referred to in affidavit dated Dec. 20, 1954.)
212	Oscar Spieker	Nov. 24, 1954	do	Light bulbs filled with paint and with paint remover thrown against and into nonstriker's home; rugs, walls, and dinette splattered.
213	Mrs. Ole T. Pladson	Nov. 23, 1954	Nov. 23, 1954	3 paint bombs and rocks smashed against nonstriker's home; damage to living-room walls, rugs, floor, and furniture.
214	Edgar Barts	Dec. 2, 1954	do	Foreign substance poured into gas tank of nonstriker's auto
215	Max Wimmer	Nov. 30, 1954	Nov. 26, 1954	Jar filled with paint thrown through kitchen window of nonstriker's home.
216	Earl Reynolds	Dec. 1, 1954	Nov. 28, 1954	Nail driven into tire on nonstriker's auto.
217	LeRoy T. Reiter	Nov. 30, 1954, memo Dec. 11, 1954.	Nov. 29, 1954	Paint bombs hurled against windows of nonstriker's home.
218	Emil Knorr	Dec. 4, 1954	Dec. 1, 1954	Upholstery tacks punctured tire on nonstriker's auto.
219	Wilbert E. Suhrke	Dec. 20, 1954	Dec. 2, 1954	Automobile engine of nonstriking employee sabotaged.
220	Phelix Blonien	Dec. 28, 1954	do	Tire of nonstriker's auto punctured by roofing nail.
221	Arno Sauter	do	do	Tire mutilated by upholstery tacks.
222	Emil Knorr	Dec. 4, 1954	Dec. 3, 1954	Tire on nonstriker's auto went flat in company parking lot after picking up roofing nail at plant gate.
223	Gilbert Schirmer	Dec. 8, 1954	do	2 tires on auto of nonstriker went flat after picking up roofing nails.
224	Thomas Knecht	Dec. 10, 1954	Dec. 4, 1954	Roofing nail punctured front tire of nonstriker's auto.
225	Harold Curtiss	Dec. 8, 1954	do	2 upholstery tacks picked up in tire of nonstriker's automobile as it was driven through southeast gate of company.
226	Louis Weber	Dec. 6, 1954	Dec. 5, 1954	Windows broken in home of nonstriker by pellets from an air gun.
227	Thomas Knecht	Dec. 12, 1954	Dec. 6, 1954	Tire on auto of nonstriker punctured by roofing nails.
228	LeRoy Wessel	Dec. 15, 1954	do	Tire on auto of nonstriker slashed.
229	Wilbert E. Suhrke	Dec. 20, 1954	Dec. 7, 1954	Foreign piece of metal forced into engine of nonstriker's automobile; piston broken, camshaft sprung, connecting rods warped and hole blasted through head of engine; engine had to be replaced.
230	Joseph A. Miller	Dec. 9, 1954	do	Light bulbs filled with red paint smashed against nonstriker's home.
231	Gottlieb Hense	Dec. 8, 1954	do	Paint bombs thrown against home of nonstriker.
232	Russell Bawden	Dec. 9, 1954	do	Paint bombs smashed against auto of nonstriker.

233	Lloyd C. Thompson	Dec. 8, 1954	Dec. 8, 1954
234	Emil Knorr	Dec. 24, 1954	Dec. 10, 1954
235	Arthur G. Bertz	do	Dec. 13, 1954
236	Daniel C. Murray	Dec. 28, 1954	Dec. 14, 1954
237	do	do	Dec. 15, 1954
238	Alfred Kluge	Jan. 29, 1955	Dec. 17, 1954
239	Emil Knorr	Dec. 21, 1954	do
240	Harold Curtiss	Dec. 18, 1954	do
241	Hugo Rautmann	do	do
242	Norman Glaser	Dec. 21, 1954	Dec. 18, 1954
243	Emil Knorr	do	Dec. 21, 1954
244	Frederick Kuehlmann	Dec. 24, 1954	do
245	Harold Fanslau	do	Dec. 22, 1954
246	Gilbert Arnhoelter	do	do
247	Herbert Krentz	Dec. 27, 1954 (signed by Mrs. Della Krentz).	do
248	do	do	Dec. 24, 1954
249	Gilbert Moede	Dec. 27, 1954	Dec. 25, 1954
250	Clifford Johnson	Jan. 18, 1955	do
251	Marvin Leys	Dec. 29, 1954	Dec. 26, 1954
252	William Bradford	Dec. 30, 1954	Dec. 29, 1954
253	Albert R. Maxey	Dec. 31, 1954	do
254	Paul Koeppler	Dec. 30, 1954	do
255	Peter Breu	Dec. 31, 1954	do
	Mrs. Peter Breu	Dec. 30, 1954	
256	Fred Meifert	Jan. 4, 1955	Dec. 30, 1954
257	Elwin Taubenheim	Jan. 3, 1955	do
258	Wayne Kramer	do	do
259	Elmer Van Der Weele	Jan. 10, 1955	Dec. 31, 1954
260	John Lucynski	Jan. 4, 1955	Jan. 2, 1955
261	Elmer Marcheske	Jan. 31, 1955	do
262	Norman Prange	Jan. 4, 1955 and Jan. 5, 1955	Jan. 3, 1955
263	Otto Vogt	do	do
264	Dwight Van de Walker	Jan. 10, 1955	do
265	William Graefe, Jr	Jan. 7, 1955	do
266	Mrs. Harriet Roeder	Jan. 10, 1955	do
267	John Roszak	Jan. 11, 1955	Jan. 4, 1955

Paint bombs smashed against nonstriker's automobile.
3 upholstery tacks and roofing nail caused flat on nonstriker's auto.
While nonstriker's car was stopped momentarily leaving the plant, picket smashed spotlight on car.
Tire on nonstriker's auto punctured by 2 tacks.
2 tacks punctured tire on nonstriker's auto.
Objects hurled at car of nonstriker as it entered plant, causing flat tire.
Tire on nonstriker's car went flat on way to work. Left car on high way near union strike kitchen and walked to work. Garagemen called to repair tire reported distributor cap and rotor missing and wires from distributor pulled out.
Window broken on nonstriker's car as it was driven through southeast entrance to plant.
Object smashed against window of nonstriker's auto as it was passing through southeast gate at the plant.
3 large windows in chicken coop of nonstriker shattered by rocks.
2 nails punctured tire on auto of nonstriker.
Tire on nonstriker's auto slashed and punctured.
Liquid splashed on fender and door of nonstriker's car, finish blistered.
Paint bombs thrown through windows of nonstriker's home splattered paint on carpet, walls, tables, furniture, Christmas presents.
Missiles thrown against nonstriker's home, breaking windows.

Screw nuts hurled through garage window of nonstriker.
Cottage of nonstriker broken into and splashed with sulfuric acid, damaging furnishings; five boats, hunting decoys, fishing equipment, and outboard motors damage.
Tenpenny nail driven into tire on nonstriker's auto; keyhold to trunk compartment jammed, preventing access to spare tire.
Spare tire of nonstriker slashed and a second tire punctured by roofing nail which had been ground to a sharp point.
Windshield shattered on auto of nonstriker.
Paint bombs hurled against nonstriker's home, causing damage to tables, rug, chairs, and clothing.
2 paint bombs hurled against door of home of nonstriker.
Paint bomb hurled through window of nonstriker's home, spattering rug, chair, and davenport.
Nonstriker's automobile window shattered by pellets from BB-gun.
½-inch steel ball hurled through window of auto of nonstriker.
Steel bearing shot through living-room window of home of nonstriker.
Tire on nonstriker's automobile slashed.
Rock hurled through bedroom window of home of nonstriker.
Window in home of nonstriking employee smashed by missile.
Steel ball thrown through window of nonstriker's home.
Large Thermopane window in nonstriker's home smashed.
Tire on auto of nonstriker cut, causing flat.
Steel ball thrown through Thermopane window of nonstriker's home.
Object thrown against window of nonstriker's auto as it was being driven into plant; window cracked.
Large steel bearing shot through kitchen window of nonstriker's home.

Kohler Co. record pertaining to vandalism reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Continued

No.	Name	Affidavit date	Date of incident	Description
268	Clarence Herman	Jan. 12, 1955	Jan. 4, 1955	Paint splattered on nonstriker's garage.
269	Lester Boeldt	Jan. 18, 1955	do	Nails strewn in driveway of nonstriker's home.
270	Donald Gerlach	Jan. 5, 1955	Jan. 5, 1955	Trunk, door, fender, and top of nonstriker's car damaged by missiles as he drove by pickets on way to work.
271	Emmanuel Elsesser	Jan. 21, 1955	do	Tire on nonstriker's auto slashed.
272	Wilfred G. Tank	Jan. 10, 1955	Jan. 6, 1955	Object hurled against nonstriker's auto as it was being driven through company gate, large dent in right door.
273	Walter Warnecke	Jan. 12, 1955	do	Paint bombs thrown through windows of nonstriker's home, damaging walls, drapes, rugs, furniture.
274	Willard Johnston	Feb. 8, 1955	do	Tire on auto of nonstriker cut as car left plant.
275	Edward Markwardt	Jan. 24, 1955	Jan. 7, 1955	Metal slug fired against side of nonstriker's home.
276	Richard Arpke	Jan. 20, 1955	Jan. 8, 1955	Tire on auto of nonstriker slashed.
277	Mrs. Elaine Knause	Jan. 24, 1955	Jan. 10, 1955	Oil filter on nonstriker's car cut loose.
278	Henry O. Polster	Jan. 17, 1955	Jan. 12, 1955	2 tires on car of nonstriker punctured by roofing nails.
279	Neal M. Schraeder	do	do	2 roofing nails punctured tire on nonstriker's auto.
280	Edward Markwardt	Jan. 24, 1955	do	Object hurled against nonstriker's house.
281	David H. Matthias	Jan. 21, 1955	do	5 aluminum roofing nails caused flat tire on nonstriker's auto.
282	Lloyd Wunsch	Jan. 18, 1955	Jan. 13, 1955	Roofing nails punctured tire on auto of nonstriker.
283	Merlyn Charles	Feb. 3, 1955	do	Fan belt cut in auto of nonstriker.
284	Benedict J. Hansen	Jan. 19, 1955	Jan. 14, 1955	Nails punctured tire on auto of nonstriker.
285	Robert Schweitzer	do	Jan. 15, 1955	Over 100 roofing nails scattered in driveway of nonstriker.
286	Guenther Voss	Jan. 17, 1955	Jan. 17, 1955	Missile shattered window of nonstriker's car as it entered road leading to northeast company gate.
287	Toby Gunderson	Jan. 1, 1955	Jan. 18, 1955	2 tires punctured on nonstriker's auto by roofing nails.
288	Clarence J. Heinen	do	do	Rock hurled through living-room window of nonstriker's home.
289	William Schraeder	do	do	2 rocks and paint bomb thrown through window of nonstriker's home, damaging drapes, floor, ceiling, rug.
290	Betty Gosse	do	do	2 light bulbs filled with purple dye hurled through window of nonstriker's home, damaging interior.
291	David H. Matthias	Jan. 21, 1955	do	Roofing nails strewn in nonstriker's driveway.
292	Harold L. Hahn	Feb. 9, 1955	do	Tire on auto of nonstriker slashed.
293	Clarence J. Heinen	Jan. 19, 1955	Jan. 19, 1955	Greenish liquid splattered against living-room window of nonstriker's home.
294	Willard Johnston	Feb. 8, 1955	do	Roofing nails driven into tire of nonstriker's auto, causing flat.
295	Lorraine Payne	Jan. 24, 1955	Jan. 20, 1955	Air let out of tires on nonstriker's auto.
296	Anton Schnur	Jan. 21, 1955	do	Window of nonstriker's home smashed.
297	Elwin Taubenheim	Jan. 24, 1955	Jan. 21, 1955	Car window of nonstriker's auto shattered by steel bearings.
298	Keith Grapentine	Jan. 25, 1955	do	Nonstriker's auto paint bombed.
299	Richard and Doris Kohlhagen	Jan. 22, 1955	do	Missile hurled through window of nonstriker's home.
300	Alfred Kluge	Jan. 28, 1955	Jan. 22, 1955	Tire on nonstriker's auto punctured by 3 nails.
301	John Stockinger	Jan. 27, 1955	do	Nonstriker's auto parked in front of home stoned, damaged.
302	Marvin J. Harder	Jan. 25, 1955	do	Metal ball fired at nonstriker's home.
303	Harvey Erbstoesser	Jan. 27, 1955	do	Windows in home of nonstriker smashed.
304	Kenneth Lavrenz	Jan. 29, 1955	do	75 gallons of oil drained from oil drum of nonstriking employee. Safety chain broken off and faucet forced on.
305	Gordon McChain	Feb. 3, 1955	do	Upholstery tacks driven into tire on nonstriker's auto.

306	Don Lee Koch	Feb. 2, 1955	do
307	Mrs. Marie Eslinger	Feb. 4, 1955	do
308	Lester Schuricht	Jan. 28, 1955	Jan. 23, 1955
309	Robert Hensel	Jan. 24, 1955	do
310	Phillip Schlessman	Feb. 3, 1955	Jan. 24, 1955
311	Elmer Marcheske	Jan. 31, 1955	Jan. 25, 1955
312	Alfred Kluge	Jan. 28, 1955	do
313	Eugene Stoeckigt	Feb. 3, 1955	do
314	Harvey Erbstoesser	Jan. 27, 1955	Jan. 26, 1955
315	Gilbert Arnhoelter	Jan. 28, 1955	do
316	Gordon McChain	Feb. 3, 1955	Jan. 27, 1955
317	John Lucynski	Jan. 28, 1955	do
318	Gustave Stockelbusch	Jan. 29, 1955	Jan. 29, 1955
319	Frank Lindsay	Jan. 31, 1955	Jan. 30, 1955
320	Robert Heling, Jr	Feb. 3, 1955	do
321	Hilbert Dreps	Feb. 4, 1955	Jan. 31, 1955
322	Arlie Haupt	Feb. 3, 1955	do
323	Elmer Van Der Weele	Feb. 2, 1955	do
324	Robert Hoegger	Feb. 3, 1955	Feb. 1, 1955
325	William Bersch, Sr	Feb. 2, 1955	do
326	Elmer Margenau	Feb. 4, 1955	Feb. 2, 1955
327	Willard Johnston	Feb. 8, 1955	Feb. 4, 1955
328	Frank Holub	Feb. 7, 1955 (Feb. 3, 1955, should be Feb. 4, 1955).	do
329	Randall Courtright, John Schleh, Lawrence Kurscheid.	Feb. 8, 1955	do
330	Mrs. Alfred Hartel	Statement Feb. 5, 1955	do
331	Mrs. Alphonse Sharenbrock	Feb. 5, 1955	do
332	Raymond Albright	Statement Feb. 5, 1955	do
333	Francis Dehr	Feb. 9, 1955	do
334	Frederick Herr	do	do
335	Edward Wesmer	Statement Feb. 5, 1955	do
336	Mrs. Fred Roseler	Statement Feb. 7, 1955	do
337	Mrs. Rita Lutzke	do	do
338	Duane Giebel	Feb. 21, 1955	Feb. 5, 1955
339	Harold L. Hahn	Feb. 9, 1955	Feb. 7, 1955
340	Arthur Hedstrom	do	Feb. 8, 1955
341	Justin R. Strace	Feb. 10, 1955	do
342	Anthony Kaker	do	do
343	John Lucynski	Feb. 5, 1955 (Feb. 9, 1955, should be Feb. 2, 1955).	Feb. 9, 1955
344	Mrs. Maudie Hartmann	Feb. 11, 1955	do
345	John Kohlhagen	Feb. 15, 1955	Feb. 10, 1955
346	Harvey Van Der Weele	do	Feb. 11, 1955
347	Elmer Van Der Weele	Feb. 25, 1955	do

Water poured into engine of nonstriker's automobile, causing extensive damage.
Tire slashed on auto of nonstriker.
Auto of nonstriker tampered with, necessitating repairs.
Paint bombs thrown against nonstriker's home.
Object hurled against car of nonstriker as it was driven through company gate, damaging finish.
Object hurled against side of nonstriker's auto, finish damaged.
Object hurled against nonstriker's car as it was driven by union soup kitchen, right fender damaged.
Aluminum roofing nails scattered in front of nonstriker's home.
Lead ball hurled through window of nonstriker's home.
Lead slug fired through window of nonstriker's home, causing interior damage.
Tire on auto of nonstriker punctured by upholstery tacks.
Beer bottle hurled at window of nonstriker's home.
Bottle hurled through dining-room window of nonstriker's home.
Object hurled through side of nonstriker's garage.
Flaming torch thrown at nonstriker's home.
About 75 roofing nails scattered in driveway of nonstriker.
Object hurled against car of nonstriker as it was entering plant gate.
Door forcibly sprung on auto of nonstriker.
Rock hurled through living-room window of nonstriker's home.
Window in home of nonstriker broken by pellets from BB gun.
Lead slug hurled through window of nonstriker's auto.
Car of nonstriker kicked and rocked by pickets when it stopped while leaving the plant gate, fender dented.
Air let out of tires of nonstriker's car.

Window shattered in nonstriker's car when object was hurtled against it as car was driven through picket line.
Paint bomb thrown against nonstriker's home.
Paint bomb thrown on roof of home.
3 paint bombs hurled against home of nonstriking employee.
Paint bombs smashed against nonstriker's home.
3 paint bombs hurled at nonstriker's home, window broken, interior damaged.
3 paint bombs smashed against nonstriker's home.
Paint bomb thrown on roof of nonstriker's home.
Paint bombs hurled against nonstriker's home.
Sand poured in crankcase of nonstriker's auto, ruining motor.
Tire of auto of nonstriker slashed.
Thermopane window in home of nonstriker broken.
Metal object hurled through Thermopane window of home of nonstriker.
Window in car of nonstriker smashed by missile.
Lead slug hurled through glass block near front door of nonstriker's home.
Thermopane window in home of nonstriker smashed.
Chunk of ice hurled through window of nonstriker's home.
Metal slug hurled at window of nonstriker's home.
Gears jammed on auto of nonstriking employee while parked in front of plant.

Kohler Co. record pertaining to vandalism reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Continued

No.	Name	Affidavit date	Date of incident	Description
348	Max Wimmer	Feb. 15, 1955	Feb. 15, 1955	Nonstriker's garage broken into and car painted and scratched. Human excrement smeared on side of car.
349	Dwight Van de Walker	Feb. 18, 1955	do	Alcohol with sugar poured into gas tank of auto of nonstriker, burning out the engine.
350	Kenneth D. Theune	Feb. 25, 1955	Feb. 18, 1955	Tires and valve stems slashed on auto of nonstriker.
351	Dwight Van de Walker	do	Feb. 18, 1955	Carburetor tampered with on auto of nonstriker.
352	Elmer Van Der Weele	do	Feb. 21, 1955	Parts removed from nonstriker's automobile, battery sabotaged.
53	Mrs. Agnes Pearce	do	do	Foreign substance poured into gas tank of nonstriker's auto, corroding piston walls and coating them with gummy substance.
54	Norman Rautmann	Feb. 28, 1955	Feb. 22, 1955	Tire on car of nonstriker punctured when passing through picket line at plant entranceway.
355	Jack Burke	Correspondence from and to Burke.	do	Tire ruined by roofing nails in driveway.
356	Junior F. Wagener	Feb. 25, 1955	Feb. 24, 1955	Nonstriker's car damaged after running over logs placed on curve of icy road.
357	Victor Sippel	Feb. 26 and 28, 1955	Feb. 25, 1955	Nonstriker's car dynamited, roof, fenders, and hood blown off, inside of car gutted, complete loss.
358	Lloyd G. Korb	Mar. 15, 1955	Feb. 28, 1955	Tire cut on nonstriker's auto.
359	Vincent Polster	Mar. 4, 1955	Mar. 1, 1955	Trunk on nonstriker's auto dented.
360	Henry Plautz	do	do	Nonstriker's car dynamited.
361	Raymond Dedering	Mar. 8, 1955	Mar. 3, 1955	4 roofing nails punctured tire on nonstriker's auto.
362	Phillip Lobes	Mar. 4, 1955	do	Rock hurled through windshield of nonstriker's auto.
363	Reuben Miller	Mar. 8, 1955	Mar. 6, 1955	Machine shed of nonstriker dynamited.
364	Charles J. Hein	do	Mar. 7, 1955	Paint chipped off door of nonstriker's auto.
365	Eugene Witkowski	Mar. 10, 1955	Mar. 10, 1955	Rocks hurled through windows of nonstriker's automobile.
366	Clarence Hildebrand	Mar. 30, 1955	Mar. 12, 1955	Paint bomb hurled against home of nonstriker.
367	LeRoy Reiter	Apr. 1, 1955	do	Tire slashed on nonstriker's auto.
368	Charles Noel, Jr	Mar. 17, 1955	Mar. 13, 1955	Roofing nail punctured tire of nonstriker's auto.
369	Albert Traute	Mar. 15, 1955	Mar. 14, 1955	Piece of concrete hurled through Thermopane window of nonstriker's home.
370	Harry Froehlich	Mar. 17, 1955	Mar. 15, 1955	Paint bomb hurled at nonstriker's home.
371	James Holsen	do	do	Nonstriker's automobile dynamited while parked in front of home.
372	Alvin Suemnicht	Mar. 21, 1955	do	Crankshaft and camshaft ruined and valve lifters burned out in auto of nonstriking employee necessitating replacement of motor.
373	James Elliott	Mar. 25, 1955	Mar. 19, 1955	Water hose cut and gasline smashed in auto of nonstriker.
374	Samuel A. Murphy	do	Mar. 20, 1955	Rocks hurled through window of home of nonstriking employee.
375	Eleanor Knolblauch	do	do	3 tires slashed beyond repair on auto of nonstriker.
376	LeRoy D. Wessel	do	do	Roofing nails scattered in the driveway of nonstriker.
377	Peter Schurrer	Mar. 23, 1955	Mar. 21, 1955	Tire on auto of nonstriker punctured by roofing nail driven into sidewall.
378	Bernard M. Daane	Mar. 25, 1955	do	2 shotgun blasts fired through Thermoplane window of nonstriker's home smashing plaster on opposite wall.
379	Orville A. Glass	Mar. 24, 1955	Mar. 23, 1955	7 roofing nails lodged in tire of nonstriker.
380	Frederick Nack	Mar. 28, 1955	Mar. 24, 1955	3 pickets attacked nonstriker's car as it was going into plant. Window smashed and car dented.
381	Arline Wunsch	Mar. 29, 1955	do	Roofing nails punctured tire on nonstriker's auto.

382	John Elsesser	do	Mar. 26, 1955
383	Clarence Hildebrand	Mar. 30, 1955	do
384	Eldon Voss	Mar. 31, 1955 (Mar. 28, 1955 should be Mar. 29, 1955).	Mar. 28, 1955
385	Leo Zorn	Apr. 1, 1955	do
386	Eldon Voss	Mar. 31, 1955	Mar. 29, 1955
387	John Stockinger	Apr. 1, 1955	Mar. 31, 1955
388	Marvin Hein	Apr. 4, 1955	Apr. 4, 1955
389	James Rickmeier	Apr. 6, 1955	do
390	Gilbert Charles	Apr. 5, 1955	do
391	Irving L. Bawden	Apr. 13, 1955	Apr. 5, 1955
392	Fred Hammelman	Apr. 7, 1955	Apr. 6, 1955
393	Carl E. Siegel	do	do
394	Raymond G. Blanchard	Apr. 15, 1955	do
395	Harry Froehlich	Apr. 9, 1955	Apr. 8, 1955
396	Pius E. Reinbold	Apr. 11, 1955	Apr. 9, 1955
397	Eugene Roe	Apr. 12, 1955	Apr. 10, 1955
398	Vernon Hartman	do	do
399	Fred Yurk	Apr. 20, 1955	Apr. 12, 1955
400	John Kraemer	Apr. 13, 1955	do
401	Clarence Burich	Apr. 19, 1955	Apr. 18, 1955
402	Elwin Taubenheim	Apr. 22, 1955	Apr. 21, 1955

	Dynamite thrown at nonstriker's automobile, falling short and blasting hole in pavement. Force of explosion smashed 5 windows in home. Wife of nonstriker suffered punctured eardrum.
	Paint and tar smeared on nonstriker's car.
	2 tires punctured on auto of nonstriker.
	Objects hurled against nonstriker's car as it was entering road to company parking lot, hood dented.
	Tire slashed on nonstriker's auto. (Should be "punctured" not "slashed.")
	Rock hurled through window of nonstriker's home, playing children showered with flying glass.
	Yellow paint sprayed on left-hand side of car.
	Nonstriker's car damaged while parked in street.
	Paint bomb hurled through window of nonstriking employee.
	Car finish damaged by acid.
	2 paint bombs hurled at nonstriking employee's home and car.
	Garage and auto of nonstriker splashed with paint.
	2 tires on nonstriker's auto punctured by roofing nails.
	Paint bo nb thrown at nonstriker's home.
	Rock thrown through living room window of home of nonstriker.
	More than a pound of sand and clay placed in fuel tank of nonstriker's auto.
	Brick thrown through living-room window of home of nonstriker.
	Dynamite exploded under car of nonstriker, causing extensive damage.
	Jagged rock hurled through livingroom window, hitting and injuring nonstriker.
	Dynamite exploded under auto of nonstriker parked in front of his home; car a complete loss.
	Nonstriker's car dynamited.

Kohler Co. record of vandalism in addition to those reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955

No.	Name	Affidavit date	Date of incident	Description
1-A	Hugo Rautmann	June 25, 1954	Sometime during week of May 30.	Word "scab" painted in red on sidewalk of home.
2-A	Robert Leuck	June 11, 1954	June 10, 1954	Cement forms for steps and sidewalk pulled out and strewn over lawn.
3-A	Andrew Kohlhagen	Sheboygan press article, June 29, 1954.	June 28, 1954	Red paint thrown on store of mayor of Sheboygan Falls.
4-A	Edward Gehrke	July 3, 1954	June 30, 1954	Stone hit house.
5-A	Marvin E. Birr	Aug. 19, 1953	Aug. 17, 1954	Car trunk scratched.
6-A	Roland James Gilligan	Oct. 18, 1954	Aug. 23, 1954	Garage windows broken by BB gun.
7-A	Kenneth Clark	Aug. 25, 1954	Aug. 24, 1954	Gravel thrown at car, northeast gate.
8-A	James Rickmeier	Aug. 27, 1954	do	Do.
9-A	Charles Schumacher	Aug. 31, 1954	Aug. 30, 1954	Paraffin torch thrown in car.
10-A	Gaylord Sohn	Jan. 11, 1955	Sept. 2, 1954	Rock wrapped in strike bulletin thrown at home.
11-A	Mrs. Arden Luker (affiant had apartment above Kohlhagen's store).	Sept. 6, 1954	Sept. 6, 1954	Show window broken and appliances damaged in Mayor of Sheboygan Falls' store.
12-A	Gilbert Schirmer	Oct. 15, 1954	Sept. 10, 1954	Flat tire, new roofing nail.
13-A	Casmir Nighbor	Sept. 29, 1954	Sept. 25, 1954	Beer glasses thrown at home.
14-A	Gloria Poth	October 27, 1954	October 1, 1954	Flat tire, southeast gate, ¾-inch tacks.
15-A	John Kliejunas	October 6, 1954	October 3, 1954	Car scratched and cut.
16-A	Wilbert E. Suhrke	October 7, 1954	October 4, 1954	Car dented by rock and window broken.
17-A	Franklin H. Graumann	October 6, 1954	October 6, 1954	Acid thrown on car at home.
18-A	James Holsen	October 7, 1954	do	Do.
19-A	William Leonhard	do	do	Car sprayed with substance.
20-A	Arthur F. Margenau	October 8, 1954	do	Do.
21-A	Willard Roszak	October 6, 1954	do	Substance thrown on car.
22-A	Edward C. Gehrke	October 7, 1954	October 7, 1954	Home paint bombed.
23-A	Raymond F. Schneider	October 8, 1954	do	Acid squirted on car of nonstriker's sister.
24-A	Renatus E. Erbe	October 16, 1954	October 11, 1954	Car splashed with acid.
25-A	Reuben Poppenhagen	October 14, 1954	do	Nails in driveway to northeast gate.
26-A	Warren Williams	October 15, 1954	do	Substance sprayed on car at home.
27-A	Howard Van Ess	November 5, 1954	October 12, 1954	Flat tires, northeast gate, roofing nail.
28-A	Reuben Buboltz	October 28, 1954	October 24, 1954	Flowers in flower boxes pulled out.
29-A	Elmer Margenau	October 27, 1954	do	Tire slashed causing blowout.
30-A	Gloria Poth	do	October 25, 1954	Substance thrown at car, southeast gate.
31-A	Arthur Milbrath	October 28, 1954	October 23, 1954	Paint thrown on car, ½ pint.
32-A	Fred E. Hartman	Jan. 3, 1955	do	Flat tire, northeast gate, upholstery tack.
33-A	Howard Van Ess	Nov. 5, 1954	Oct. 30, 1954	Flat tire, northeast gate.
34-A	Mike Brandt	Nov. 17, 1954	Nov. 10, 1954	Gravel thrown at car, northeast gate.
35-A	Milfert Roerdink	Nov. 16, 1954	Nov. 13, 1954	Gravel thrown at car, southeast gate.
36-A	Robert R. Schaefer	do	do	Flat tire, southeast gate, tacks.
37-A	Michael Duffek	Nov. 18, 1954	Nov. 15, 1954	Flat tire.
38-A	Walter Matuszewski	Jan. 4, 1955	Week of Nov. 15, 1954	Flat tire, northeast gate, headless roofing nail.
39-A	Arthur Glaubig	Nov. 18, 1954	Nov. 16, 1954	Flat tire, roofing nails.

40–A	do	do	Nov. 17, 1954
41–A	Leroy Wessel	Dec. 15, 1954	Nov. 19, 1954
42–A	Earl Reynolds	Dec. 1, 1954	Nov. 27, 1954
43–A	do	do	Nov. 28, 1954
44–A	do	do	Nov. 30, 1954
45–A	Phelix Blonien	Dec. 28, 1954	do
46–A	do	do	Dec. 4, 1954
48–A	Phillip Schlessmann	Dec. 17, 1954	Dec. 7, 1954
49–A	Arno Sauter	Dec. 28, 1954	do
50–A	Reuben Poppenhagen	Dec. 8, 1954	do
51–A	Daniel C. Murray	Dec. 28, 1954	Dec. 9, 1954
52–A	Leroy Wessel	Dec. 15, 1954	Dec. 10, 1954
53–A	Frederick Domke	Dec. 28, 1954	Dec. 11, 1954
54–A	Norman J. Rautmann	Feb. 28, 1955	Dec. 15, 1954
55–A	Arthur J. Hinks	Dec. 28, 1954	Dec. 19, 1954
56–A	Fred Meifert	Jan. 4, 1955	Dec. 22, 1954
57–A	Jerome Bersch	do	do
58–A	Willard Van Ouwerkerk	Dec. 31, 1954	Dec. 23, 1954
59–A	Clyde Roop	Dec. 28, 1954	Dec. 24, 1954
60–A	Dwight Van De Walker	Jan. 3, 1955	Dec. 25, 1954
61–A	Arthur J. Hinks	Dec. 28, 1954	do
62–A	Herbert Krentz (signed by Mrs. Della Krentz).	Dec. 27, 1954	do
63–A	Dwight Van De Walker	Jan. 3, 1955	Dec. 28, 1954
64–A	Jerome Bersch	Jan. 4, 1955	Dec. 29, 1954
65–A	Dwight Van De Walker	Jan. 10, 1955	Dec. 31, 1954
66–A	Gordon H. Mackle	Apr. 29, 1954	do
67–A	Lester A. Boeldt	Jan. 18, 1955	Jan. 4, 1955
68–A	Walter Heide	do	do
69–A	Dwight Van De Walker	Jan. 10, 1955	do
70–A	John Den Boer	Jan. 24, 1955	Jan. 5, 1955
71–A	Gilbert W. Arnhoelter	Jan. 17, 1955	Jan. 6, 1955
72–A	Paul Jacobi and Joseph Born	Jan. 11, 1955 (page 2, par. 6).	do
73–A	Walter Heide	Jan. 18, 1955	Jan. 7, 1955
74–A	A. A. Stahl	Jan. 11, 1955	Jan. 8, 1955
75–A	John Den Boer	Jan. 24, 1955	Jan. 11, 1955
76–A	Paul Groh	Jan. 19, 1955	Jan. 12, 1955
77–A	Toby Gunderson	do	do
78–A	Earl D. Wiechman	Jan. 20, 1955	do
79–A	Norman J. Rautmann	Feb. 28, 1955	do
80–A	George Schmitz	Jan. 18, 1955	Jan. 13, 1955
81–A	John Stockinger	Jan. 27, 1955	Jan. 14, 1955
82–A	John Den Boer	Jan. 24, 1955	Jan. 17, 1955
83–A	John Hrasky	Jan. 21, 1955	do
84–A	Willard Johnston	Feb. 8, 1955	do
85–A	Emmanuel Elsesser	Jan. 21, 1955	Jan. 18, 1955
86–A	Benedict J. Hansen	Jan. 19, 1955	do
87–A	Willard Johnston	Feb. 8, 1955	do
88–A	Phillip F. Schlessmann	Feb. 3, 1955	do

Flat tires, upholstery tacks in driveway to southeast gate.
Flat tire, upholstery tacks.
Flat tire.
Flat tire, finish nail.
Do.
Flat tire, aluminum nail.
133 roofing nails picked up by magnet on Kohler Co. truck at north east gate.
Flat tire, northeast gate, roofing nail.
Flat tire, tack.
128 roofing nails picked up by magnet on Kohler Co. truck at northeast gate.
Flat tire, tack and barb.
Flat tire, nails.
Aluminum roofing nail in tire.
Flat tire, roofing nail.
Flat tire, northeast gate, roofing nail.
Flat tire, roofing nail.
60 roofing nails found in driveway at home.
115 roofing nails found in driveway at home.
Bus window broken at southeast gate.
Flat tire, northeast gate, headless roofing nail.
Flat tire, northeast gate.
178 upholstery tacks found in driveway at home.

Flat tire, northeast gate, headless roofing nail.
68 roofing nails found on snow in driveway at home; more found as snow melted.
Flat tire, northeast gate, headless roofing nail.
Flat tire, Kohler Co. parking lot.
Flat tire, southeast and northeast gates, roofing nail.
48 aluminum nails found in driveway at home.
Nail in tire, northeast gate, tire blowout causing car to turn over.
Flat tire, northeast gate, roofing nail.
Nails found in driveway at home.
Rear view mirror of Peninsular Supply Co truck broken by pickets as it was leaving Kohler Co. plant through main gate.
Aluminum roofing nails found in driveway at home.
Flat tire, northeast gate, roofing nail.
Do.
Flat tire, northeast gate, 2 roofing nails.
Flat tire, hole in tire.
118 aluminum roofing nails found in driveway at home.
Flat tire, roofing nail.
Flat tire, northeast gate, roofing nail.
Flat tire, roofing nail.
Do.
Do.
Do.
Flat tire, northeast gate, 2 roofing nails.
Flat tire, aluminum roofing nail.
Flat tire, roofing nail.
Do.

Kohler Co. record of vandalism in addition to those reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Con.

No.	Name	Affidavit date	Date of incident	Description
89-A	Willard Johnston	Feb. 8, 1955	Jan. 19, 1955	Flat tire, roofing nail
90-A	Gilbert Arnhoelter	Jan. 24, 1955	Jan. 20, 1955	Flat tire, northeast gate, nail.
91-A	Hilbert Dreps	Feb. 4, 1955	do	Flat tire, roofing nails.
92-A	John D. Konz	Feb. 5, 1955	do	Flat tire, roofing nail.
93-A	Keith Grapentine	Jan. 25, 1955	Jan. 21, 1955	Roofing nail in tire, no damage.
94-A	Ronald O. Krepsky	do	do	Flat tire, roofing nail.
95-A	Elden Slavens	Feb. 3, 1955	do	Flat tire, aluminum nail.
96-A	Gilbert H. Schill	Feb. 2, 1955	Jan. 22, 1955	Flat tire, roofing nail.
97-A	Eugene A. Stoeckigt	Feb. 3, 1955	Jan. 24, 1955	Aluminum roofing nail in tire, causing flat.
98-A	Harold Hembel	Jan. 27, 1955	Jan. 25, 1955	Right rear fender of car damaged by object at southeast gate.
99-A	Rowland Bergemann	Feb. 5, 1955	Jan. 26, 1955	Flat tire, northeast gate, finishing nail and roofing nail.
100-A	Mrs. LaVerne E. Sonnemann	Feb. 2, 1955	do	Flat tire, roofing nail.
101-A	Harold J. Lemkull	Feb. 7, 1955	Jan. 28, 1955	Flat tire, northeast gate, roofing nail.
102-A	Roman H. Schuessler	Feb. 1, 1955	do	Flat tire, northeast gate, nail.
103-A	Willard Johnston	Feb. 8, 1955	Jan. 30, 1955	Nails found in driveway at home.
104-A	Gordon F. McChain	Feb. 3, 1955	Jan. 31, 1955	Flat tire, nail.
105-A	Sylvester Schweitzer	do	do	Substance thrown at car, northeast gate.
106-A	John D. Konz	Feb. 5, 1955	Feb. 2, 1955	Flat tire, roofing nail.
107-A	Henry H. Tufts	do	do	Flat tire, northeast gate, roofing nails.
108-A	Harwood Slater	Feb. 10, 1955	Feb. 9, 1955	Roofing nails thrown in driveway at home.
109-A	Victor C. Nonnweiler	Feb. 14, 1955	Feb. 11, 1955	Flat tire, northeast gate, roofing nail.
110-A	Oliver Ter Maat	Feb. 16, 1955	do	Cast slug hurled at window of home.
111-A	John Stockinger	Feb. 23, 1955	Feb. 17, 1955	43 roofing nails found in driveway at home.
112-A	Walter E. Marquardt	Mar. 3, 1955	do	Flat tire, roofing nail.
113-A	Fred Kirkpatrick	Feb. 25, 1955	Feb. 19, 1955	Do.
114-A	Fred Kloppenburg	Feb. 28, 1955	Feb. 20, 1955	Flat tire, northeast gate, roofing nail.
115-A	William Hoegger	do	Feb. 21, 1955	Flat tire, southeast gate, roofing nail.
116-A	Charles Noel, Jr	Mar. 5, 1955	Feb. 23, 1955	Flat tire, northeast or southeast gates, roofing nail.
117-A	Harold J. Fanslau	Mar. 8, 1955	Feb. 25, 1955	Flat tire, northeast gate, roofing nail.
118-A	Renatus E. Erbe	Mar. 5, 1955	Mar. 1, 1955	Do.
119-A	Gordon McChain	do	Mar. 2, 1955	Flat tire, southeast gate, roofing nail.
120-A	Charles J. Hein	Mar. 8, 1955	Mar. 5, 1955	Flat tire, upholstery tack.
121-A	Harold F. Roeder	Mar. 11, 1955	do	Flat tire, 3 roofing nails.
122-A	Selvin Marsho	Mar. 19, 1955	do	Flat tire, 2 nails.
123-A	Charles Noel, Jr	Mar. 17, 1955	Mar. 8, 1955	Flat tire, roofing nail.
124-A	Ervin A. Schmitz	Mar. 15, 1955	do	Slashed tire.
125-A	Harold Curtiss	do	Mar. 10, 1955	Flat tire, southeast gate, headless tack.
126-A	John J. Horst	Mar. 22, 1955	do	Roofing nails found in driveway at home.
127-A	Harold Curtiss	Mar. 15, 1955	Mar. 14, 1955	Flat tire, southeast gate, roofing nail.
128-A	LeRoy D. Wessel	Mar. 25, 1955	Mar. 22, 1955	Flat tire, southeast gate, ¾-inch nail.
129-A	Orville A. Gilpin	June 3, 1955	do	Flat tire, northeast gate, 3 roofing nails.
130-A	Cyril J. Wilberscheid	Apr. 4, 1955	Apr. 1, 1955	2 roofing nails in punctureproof tire; roofing nails found in driveway at home.
131-A	Norman Martin	Apr. 5, 1955	do	Flat tire, 1-inch nail.
132-A	Frederick Domke	Apr. 19, 1955	do	Flat tire, northeast gate, roofing nail.
133-A	Leslie Pike	July 8, 1955	Apr. 7, 1955	Aerial broken on car and fender skirts removed.

134-A	Adolph Riehl	Apr. 15, 1955
135-A	Victor F. Balnaitis	Apr. 13, 1955
136-A	Herman Grams	Apr. 14, 1955
137-A	Frederick Domke	Apr. 19, 1955
138-A	Adolph Riehl	Apr. 15, 1955
139-A	Arlie Haupt	Apr. 18, 1955
140-A	Roman Steinbruecker	Apr. 15, 1955
141-A	Alvin Suemnicht	Apr. 19, 1955
142-A	Helmuth R. Zutz	Apr. 26, 1955
143-A	Alfred W. Baumann	do
144-A	Rowland Bergeman	May. 2, 1955
145-A	Chester A. Hermann	Apr. 23, 1955
146-A	Gordon H. Mackle	Apr. 29, 1955
147-A	Albert Bassler	do
148-A	George A. Leonhardt	do
149-A	Marvin R. Claus	Jan. 25, 1956
150-A	Walter Born	May 2, 1955
151-A	Arthur E. Fink	May 5, 1955
152-A	Otto Henning	May 10, 1955
153-A	Arthur Hertensteiner	May 20, 1955
154-A	Robert W. Arndt	May 18, 1955
155-A	George A. Leonhardt	May 17, 1955
156-A	Murray Lindsay	do
157-A	Gilbert Schirmer	May 21, 1955
158-A	Clement B. Schoenborn, Sr	May 27, 1955
159-A	Clement B. Schoenborn, Sr	do
160-A	Donald Gregoire	do
161-A	Victor H. Scheele	June 3, 1955
162-A	Janet Henkel	June 2, 1955
163-A	Orville A. Gilpin	June 3, 1955
164-A	Elmer Van Der Weele	June 8, 1955
165-A	Harold E. Konkel	June 15, 1955
166-A	do	do
167-A	William Sidebotham	June 20, 1955
168-A	Richard Gries	July 1, 1955
169-A	Harold Curtiss	June 27, 1955
170-A	Norman Kurtz	June 29, 1955
171-A	William Meulbrock	June 30, 1955
172-A	Marvin J. Harder	July 26, 1955
173-A	John Elsesser	July 8, 1955, statement
174-A	James Holsen	July 8, 1955
175-A	do	do
176-A	Paul Jacobi, Joseph Born, and Gerard A. Desmond.	July 6, 1955
177-A	Peter Buteyn	July 28, 1955

Apr. 9, 1955	Flat tire, southeast gate, oversize tack with ½-inch head.
Apr. 11, 1955	Flat tire, oversize tack; 10 flats not reported.
do	Lead pellets hit house.
Apr. 12, 1955	Flat tire, northeast gate, roofing nail.
Apr. 13, 1955	Flat tire, southeast gate, oversize tack with ½-inch head.
do	4½ pounds of roofing nails found in driveway at home.
Apr. 14, 1955	Flat tire, northeast gate, roofing nail.
do	Flat tire, 6-penny nails; ½ pound of 6-penny nails found in driveway at home.
Apr. 21, 1955	Tire cut causing blowout.
Apr. 24, 1955	Substance thrown on car.
Apr. 23, 1955	Tires cut by sharp instrument.
do	Shingle nails found in driveway at home.
Apr. 25, 1955	25 nails found in driveway at home.
Apr. 26, 1955	Glass jar of bluish waxy substance thrown through window, damaging interior of home.
Apr. 27, 1955	Car scratched on city street.
Sometime in March or April of 1955.	Car shot at with slingshot at southeast gate.
May 2, 1955	Car windows smashed by pickets at southeast gate.
May 3, 1955	Flat tire, 2 roofing nails.
May 7, 1955	Flowers, shrubs, and plants trampled on, cut and damaged.
May 9, 1955	Flat tire, nail driven into outside cleat of tire.
May 12, 1955	Flat tire, northeast gate, roofing nail.
May 13, 1955	Car scratched while parked in Sheboygan.
do	Flat tire, southeast gate, chair glider nail.
do	Tire cut.
May 15, 1955	Flat tire, northeast gate, 2 nails.
May 16, 1955	Sand in motor of car.
May 24, 1955	Substance (kerosene or distillate) in oil and on outside of motor of car.
May 25, 1955	Acid thrown on car.
May 27, 1955	Sugar in gas tank.
June 1, 1955	Flat tire, 2 rusty nails.
June 4, 1955	Flat tire, circular driveway in front of main office, 6 new roofing nails driven into tire.
June 10, 1955	Horn taken from car; also part of battery holder.
June 13, 1955	Flat tire caused by hole in tire.
June 17, 1955	Tires cut (slit 6 to 8 inches long).
June 19, 1955	Sun visor on car damaged by pickets at northeast gate.
June 22, 1955	Car dented by pickets at southeast gate.
June 25, 1955	Car dented by pickets at northeast gate.
June 28, 1955	Living room windows in home broken by a half brick and a rock.
July 2, 1955	Sugar in gas tank of nonstriker's father-in-law's car.
July 5, 1955	Car window broken near clay dock area.
do	Windows smashed in home across from clay docks.
do	Car extensively damaged in front of home across from clay docks.
do	Kohler Co. station wagon window smashed by pickets during riot at clay dock.
do	Nonemployee contractor attempting to perform contract for Kohler Co. Damage to contractor's truck during riot at clay dock.

Kohler Co. record of vandalism in addition to those reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Con.

No.	Name	Affidavit date	Date of incident	Description
178–A	Leroy Wessel	July 8, 1955	July 5, 1955	Car widown broken and body of car scratched near clay docks.
179–A	Gilbert Charles	July 7, 1955	July 6, 1955	Living room window in home broken by rock, size of golf ball.
180–A	Leslie Pike	July 8, 1955	do	Substance thrown on car at northeast gate.
181–A	Lloyd A. Sargent	do	do	Car dented by pickets at northeast gate.
182–A	Mrs. Dorothy Widder	do	do	Car dented by bottle thrown by pickets.
183–A	Donald W. Zimmerman	do	do	Window broken and antenna of car torn off by pickets at northeast gate.
184–A	Robert Hensel	July 29, 1955	July 9, 1955; July 11, 1955	Home splattered with creosote; flowers, rose bushes, and lawn ruined by liquid substance (creosote).
185–A	Kenneth Perronne	July 13, 1955	July 9, 1955	Car scratched and window smashed at picnic.
186–A	Marvin J. Harder	Aug. 1, 1955	July 10, 1955	Dent in wood on house, probably caused by stone.
187–A	G. A. Desmond (statement re Carl Yerkman July 22, 1955).		July 12, 1955	Paint thrown on nonstriker's home.
88–A	Herbert E. Kreutzinger	July 21, 1955	July 14, 1955	2 flat tires, southeast gate, roofing nails.
89–A	Frederick Brandt	July 15, 1955	July 15, 1955	Home hit with paint brush.
90–A	John P. Molitor, Jr	July 20, 1955	July 16, 1955	Acid splattered on car.
91–A	Wilmer Stokdyk	Aug. 1, 1955	do	Asbestos siding of home broken by object.
92–A	Ernest C. Fischer	July 21, 1955	July 17, 1955	Car aerial broken and strike stickers placed on windshield.
93–A	Richard Hoffmann	Aug. 1, 1955	July 18, 1955	Car window shattered on city street.
94–A	Elmer Margenau	July 23, 1955	July 21, 1955	Large rock thrown at car, chipping plant.
95–A	Olga Stopinski	July 26, 1955	do	Spark plugs removed from car.
96–A	Mayme Fahl	July 25, 1955	July 22, 1955	Car window shattered at tavern.
97–A	Wilmer Stokdyk	Aug. 1, 1955	July 23, 1955	Stone thrown through porch screen and hole in siding of house.
98–A	Mrs. Orlando Olsen	July 29, 1955	July 25, 1955	Distributor wires tampered with.
99–A	Marvin J. Harder	Aug. 1, 1955	July 28, 1955	Dent in edge of window casing of home caused by lead slug.
00–A	Mrs. LaVerne Sonnemann	Aug. 17, 1955	do	Sand in oil of car.
01–A	Casmir J. Nighbor	Aug. 1, 1955	July 29, 1955	Flat tire.
02–A	Dwight Van De Walker	Aug. 4, 1955	do	Flat tire, 2 roofing nails.
03–A	Norbert Klapperich	Aug. 5, 1955	Aug. 1, 1955	Oil drained out of car transmission.
204–A	Dwight Van DeWalker	Aug. 4, 1955	Aug. 2, 1955	Flat tire, northeast gate, 2 finishing nails, 1 inch long.
205–A	Donald R. Schilling	Aug. 9, 1955	Aug. 5, 1955	Car body dented as object hit car in front of home across the street from northeast gate.
206–A	John Elssesser	Aug. 12, 1955	Aug. 9, 1955	Bedroom window of home broken by ball bearing.
207–A	Norman Howe	Aug. 17, 1955	do	Store window broken in employee's store.
208–A	Oliver Ter Maat	Aug. 10, 1955	Aug. 9, 1955	Window in home broken by stone.
209–A	Harold A. Leffin	Aug. 17, 1955	Aug. 12, 1955	Pottery urn in yard smashed.
210–A	Victor W. Thierfelder	do	do	Nail in tractor tire.
211–A	G. A. Desmond (memo, Aug. 18, 1955, re Joseph Schinabeck).		Aug. 13, 1955	Home of Scheffler driver hauling Kohler products paint bombed.
212–A	Peter Schurrer	Sept. 20, 1955	do	Exhaust on car filled with rags causing air cleaner and muffler to blow apart; lock on car door jimmied.
213–A	William R. Zimmermann	Aug. 17, 1955	Aug. 14, 1955	Cement blocks knocked out of new home under construction.
214–A	Vernon P. Hartman	Aug. 16, 1955	do	Thermopane window in home broken by marble.
215–A	Lu Giefer	Sept. 15, 1955	Aug. 15, 1955	Living room window in home broken.

216–A	Arthur Butzen	Statement, Aug. 23, 1955	Aug. 16, 1955
217–A	Frederick A. Mueller	Statement, Aug. 20, 1955	do
218–A	Henry Otte	Aug. 19, 1955	Aug. 17, 1955
219–A	L. E. O'Neill, memo, Sept. 29, 1955 (re Matt Hauch, Mrs. Matt Hauch).	Statement, Sept. 29, 1955	Aug. 19, 1955
220–A	Vernon P. Hartman	Aug. 30, 1955	Aug. 23, 1955
221–A	Donald C. Pickruhn	do	Aug. 25, 1955
222–A	Herbert C. Held	Sept. 1, 1955	Aug. 29, 1955
223–A	William Gier	do	Aug. 30, 1955
224–A	Rita A. Lutzke	Statement, Sept. 6, 1955	Sept. 1, 1955
225–A	Donald Becker (Sept. 15, 1955, analysis by chemists).	Sept. 8, 1955	Sept. 4, 1955
226–A	Selmer Spitzer	Sept. 16, 1955	Sept. 7, 1955
227–A	do	do	Sept. 8, 1955
228–A	Harry Steffes	Oct. 11, 1955	Sept. 9, 1955
229–A	Elmer A. Temme	Nov. 2, 1955	Sept. 18, 1955
230–A	William Diehlman	Jan. 27, 1956	Sept. 19, 1955
231–A	Henry Richter, Jr	Sept. 26, 1955	Sept. 20, 1955
232–A	Emil F. Knorr	Sept. 27, 1955	Sept. 21, 1955
233–A	Heinz O. Haase	Sept. 26, 1955	Sept. 22, 1955
234–A	Kenneth R. Cook	Oct. 11, 1955	do
235–A	George Krizenesky	do	Sept. 24, 1955
236–A	Norman Jaeckels	do	Sept. 25, 1955
237–A	Millard J. Graf	Sept. 27, 1955	Sept. 26, 1955
238–A	Norman Jaeckels	Oct. 11, 1955	do
239–A	Henry J. Franzen	Oct. 17, 1955	Oct. 1, 1955
240–A	Pius Reinhold	Oct. 4, 1955	Oct. 2, 1955
241–A	George Zasada	Statement Oct. 5, 1955	Oct. 4, 1955
242–A	Margaret C. Savinski	Oct. 7, 1955	Oct. 7, 1955
243–A	Donald Miller	Oct. 24, 1955	Oct. 8, 1955
244–A	John Yancey	Oct. 15, 1955	Oct. 11, 1955
245–A	do	do	Oct. 13, 1955
246–A	Elden Slavens	Oct. 20, 1955	Oct. 15, 1955
247–A	Vyra Wentz	do	Oct. 16, 1955
248–A	Kenneth H. Hecker	Nov. 1, 1955	Oct. 17, 1955
249–A	Clarence E. Miller	Oct. 25, 1955	do
250–A	Harold F. Roeder	Nov. 2, 1955	Oct. 18, 1955
251–A	Kenneth H. Hecker	Nov. 1, 1955	Oct. 19, 1955
252–A	Harold F. Roeder	Nov. 2, 1955	do
253–A	Carl Kummer	Oct. 24, 1955	do
254–A	Emil F. Knorr	do	do
255–A	William G. Schaefer	Oct. 25, 1955	do
256–A	Frederick Schilling	Oct. 26, 1955	do
257–A	Walter Warnecke	Oct. 24, 1955	Oct. 21, 1955
258–A	John Kraemer	Nov. 3, 1955	Oct. 26, 1955
259–A	Kenneth H. Hecker	Nov. 1, 1955	Oct. 29, 1955
260–A	Melvin Heling	Nov. 3, 1955	Oct. 30, 1955
261–A	do	do	Oct. 31, 1955

Scheffler truckdriver hauling Kohler products believes he was shot at.
Do.
Jars of paint hit home of nonstriker, damaging interior.
Sugar in gas tank of jeep belonging to father of former employee.

Thermopane window in home broken by brick.
Sugra in oil pan; motor in car damaged.
Nonstriker's home splattered with paint.
Thermopane window in home broken by steel ball.
Damage to husband's excavating equipment.
Motor in car damaged by foreign substance.

Car dented at southeast gate.
Cart dented and scratched by pickets at southeast gate.
Corn chopper damaged by unknown object.
Car window cracked, northeast gate.
Flat tire, roofing nail.
Grass fire started on employee's farm.
Flat tire, southeast gate, roofing nail.
2 flat tires, southeast gate, roofing nails.
Word "scab" printed on landlord's fresh cement porch.
Car smeared with paint.
Flat tires, southeast gate, roofing nails.
Pickets broke car window at northeast gate.
Flat tire, southeast gate.
Car tires cut (3- to 4-inch cut).
Thermopane window in home broken by piece of concrete, size of grapefruit.
Windows and interior of home damaged by paint bombs; wife injured by flying glass.
Car window broken by pickets at southeast gate.
Water and sugar syrup in gas; car motor damaged. (Nov. 10, 1955, chemical analysis.)
Nails in tire after passing through southeast gate.
Do.
Slug imbedded in window sash of home.
Sugar in gas tank of car.
Flat tire, southeast gate, roofing nails.
Sugar in gas tank of car; motor damaged.
Flat tire, southeast gate, roofing nail.
Flat tire, southeast gate, 2 roofing nails.
3 flat tires, southeast gate, roofing nails.
Deep scratches on body of car.
Flat tire, southeast gate, roofing nail.
Flat tire after passing through southeast gate, roofing nails.
Flat tires after passing through southeast gate, roofing nails.
Word "scab" painted on front door of nonstriker's home.
Bedroom window and storm window of home broken by steel bal bearing.
Flat tire, roofing nails.
Nails found in driveway; has had many flat tires.
Substance like ink splattered over front porch, steps, and siding of father's house.

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No.	Name	Affidavit date	Date of incident	Description
262-A	Frank Plocar	Nov. 7, 1955	Nov. 3, 1955	Thermopane window in home broken by rocks.
263-A	Mrs. Frances Baar	Nov. 10, 1955	Nov. 4, 1955	4-inch welding iron in tire.
264-A	Albert Bassler	Nov. 7, 1955	do	Bedroom window and storm window of home broken by rock.
265-A	Donald R. Kroening	Nov. 10, 1955	do	Tires cut (1-inch long cut).
266-A	Walter Ramming	do	do	Thermopane window broken by stone and pop bottle.
267-A	Adolph Riehl	Nov. 16, 1955	do	Flat tire, southeast gate, roofing nail.
268-A	Harold L. Seibold	Nov. 10, 1955	do	Farm machinery at father's store damaged.
269-A	Justin Strace	Nov. 7, 1955	do	Thermopane window in home broken by ball bearing.
270-A	Gilbert Charles	Nov. 18, 1955	Nov. 5, 1955	Flat tire, upholstery tack.
271-A	Richard Fink	Nov. 10, 1955	do	Sugar in motor of car; motor ruined.
272-A	Mrs. Gloria Jean Krening	do	Nov. 8, 1955	3 milk bottles thrown against front of house.
273-A	Anthony F. Kaker	Nov. 25, 1955	Nov. 9, 1955	Window and storm window in home broken by steel ball bearing.
274-A	Adolph Riehl	Nov. 16, 1955	Nov. 11, 1955	Flat tire, southeast gate, roofing nail.
275-A	Gilbert Charles	Nov. 18, 1955	Nov. 14, 1955	Paint in glass container thrown through windows of home, damaging interior.
276-A	Walter H. Soumes	Nov. 15, 1955	Nov. 15, 1955	Flat tire, southeast gate, roofing nail.
277-A	Norman Howe	Nov. 28, 1955	Nov. 16, 1955	Employee's store windows broken by steel ball bearing.
278-A	Henry H. Tufts	Nov. 23, 1955	do	Flat tire, southeast gate, roofing nail.
279-A	George A. Klemp	Dec. 12, 1955	Nov. 18, 1955	2-inch cut in tread of tire.
280-A	Gordon McChain	do	Nov. 19, 1955	2 flat tires, northeast gate, roofing nails.
281-A	Roman H. Schuessler	Nov. 22, 1955	do	Flat tire, southeast gate, spike.
282-A	Philip Saunders	Dec. 1, 1955	Nov. 23, 1955	Sugar in gas, damage to motor of car.
283-A	Willard G. Roethel	Nov. 30, 1955	Nov. 25, 1955	Tire cut.
284-A	Gordon McChain	Dec. 12, 1955	Nov. 28, 1955	Flat tire, northeast gate, roofing nail.
285-A	Walter H. Soumis	do	do	2-inch roofing nail driven into sidewall of tire.
286-A	John Kraemer	do	Nov. 29, 1955	2 holes, size of lead pencil, in living room storm window.
287-A	Waldemar Gregor	do	Nov. 30, 1955	Window of car shattered in front of strike soup kitchen.
288-A	Melvin J. Van Der Weele	Dec. 22, 1955	Dec. 3, 1955	Flat tire, southeast gate, roofing nail.
289-A	do	do	Dec. 7, 1955	2 flat tires, northeast gate, nails.
290-A	Harold Curtiss	Dec. 12, 1955	Dec. 8, 1955	Large surface of thermopane window in home pitted by metal pellets; 16 small holes in dining room storm window.
291-A	David J. Schroeder	Dec. 16, 1955	Dec. 10, 1955	Ignition and wiring torn out of car, aerial torn off, air let out of tires.
292-A	Thomas Wagner	Dec. 19, 1955	Dec. 13, 1955	Home of nonstriker shot at; lead pellets imbedded in front storm door and porch post.
293-A	Henry Tufts	do	Dec. 16, 1955	Car window shattered, southeast gate.
294-A	Harry Steffes	Dec. 30, 1955	Dec. 17, 1955	Foreign substance in oil; car motor ruined.
295-A	Raymond S. Kelmar	do	Dec. 22, 1955	Hole about size of bullet in car window.
296-A	LeRoy Taylor	Dec. 29, 1955	do	Scheffler truck damaged (common carrier loaded with Kohler Co. products). Tires blew out on return trip.
297-A	John Elsesser	Dec. 30, 1955	Dec. 23, 1955	Paint jar hurled through windows of nonstriker's home, damaging interior.
298-A	Ervin A. Schmitz	Jan. 4, 1956	Dec. 24, 1955	Oil drained out of crankcase of car.
299-A	Dwight R. Van De Walker	do	Dec. 28, 1955	Car fender dented by pickets at southeast gate.
300-A	Marvin E. Johanning	Dec. 29, 1955	do	Kohler Co. coal truck windows shattered by strikers.
301-A	Armin F. Neuhaus	Jan. 4, 1956	Dec. 29, 1955	Flat tire, northeast gate, roofing nail.
302-A	Marvin J. Harder	do	Dec. 31, 1955	Car windows shattered.

303-A	Vernon Hartman	Jan. 5, 1956	Jan. 3, 1956
304-A	Kenneth Kerber	Jan. 11, 1956	do
305-A	Harold Brandt	Jan. 5, 1956	Jan. 4, 1956
306-A	Charles Hein	do	do
307-A	Robert Anderson	Jan. 18, 1956	Jan. 7, 1956
308-A	Leo Behrens	Jan. 11, 1956	do
309-A	G. A. Desmond (memo Jan. 7, 1956, re: Claude Dault).		Jan. 7, 1956
310-A	John Kraemer	Jan. 14, 1956	Jan. 9, 1956
311-A	Raymond Phippen	Jan. 18, 1956	do
312-A	Gilbert Charles	Jan. 11, 1956	Jan. 10, 1956
313-A	Herbert Held	Jan. 20, 1956	Jan. 12, 1956
314-A	Raymond Phippen	Jan. 18, 1956	do
315-A	Oliver Ter Maat	Jan. 16, 1956	Jan. 13, 1956
316-A	Lloyd Thompson	Jan. 14, 1956	do
317-A	Phillip Schneider	Jan. 18, 1956	Jan. 15, 1956, and Ja 1956.
318-A	Francis J. Drollinger	do	Jan. 17, 1956
319-A	Reuben Poppenhagen	Jan. 25, 1956	Jan. 18, 1956
320-A	Wesley Williams	Jan. 23, 1956	Jan. 19, 1956
321-A	Delano Dohr	Jan. 25, 1956	Jan. 21, 1956
322-A	Albert Miesner	Jan. 26, 1956	do
323-A	Armin Neuhaus	Jan. 27, 1956	do
324-A	Edwin Doersch	do	Jan. 23, 1956
325-A	Norbert G. Fleisner	Jan. 25, 1956	do
326-A	Edward Markwardt	do	do
327-A	Alice B. Schwandt	Jan. 27, 1956	Jan. 24, 1956
328-A	Melroy Stiebs (Mayme Fabl, memo, June 11, 1956, to G. A. Desmond).	Jan. 31, 1956	do
329-A	William Diehlman	Jan. 27, 1956	Jan. 25, 1956
330-A	Leland Stokdyk	do	do
331-A	Robert E. Woods	Feb. 1, 1956	do
332-A	Albert Bassler	Jan. 31, 1956	Jan. 27, 1956
333-A	G. A. Desmond (memo 1-31-56 re: Ben Zantow).		do
334-A	William Gier	Feb. 7, 1956	do
335-A	Willis Knocke	Jan. 31, 1956	do
336-A	Leonard Kujawa	Feb. 2, 1956	do
337-A	Frank Lindsay	Feb. 1, 1956	do
338-A	Willard Clevers	do	Jan. 28, 1956
339-A	Edgar J. Conrad	Jan. 31, 1956	do
340-A	Jacob Den Boer	do	do
341-A	Daniel Murray	do	do
342-A	John Roszak	do	do
343-A	Joseph Born	do	Jan. 29, 1956

Window and storm window in home broken by a half brick; damage to interior of home.
2 flat tires, southeast gate, roofing nails.
Car windows broken and car body dented.
Car window shattered at home.
Car window cracked at southeast gate.
Thermopane window in home broken by rock, damaging interior.
Thermopane window in home broken by large rock.

Asbestos shingle on house broken by steel ball.
Porch window in home broken by marbles.
Living room window and storm window in home broken by steel ball.
Thermopane window and sun porch window in home broken by rocks, damaging interior.
3 windows and storm windows in home broken by rocks the size of grapefruits.
Living room window in home broken by half a brick.
Car windows and headlights smashed while car was parked in front of home.
an. 16, Employee's pigs poisoned, 1 dead; 3 additional pigs dead from poison.

Car window cracked at southeast gate.
Window of Kohler Co. truck broken by pickets at northeast gate.
Car fender dented at home.
Car scratched.
Car dented right side, northeast gate.
Grease smeared on car and chrome strip bent by pickets at northeast gate.
2 flat tires, northeast gate, roofing nails.
Flat tire, northeast gate, roofing nail.
Windows of nonstriker's home shot at and damaged.
Flat tire, 3 roofing nails, northeast gate.
Sugar in motor of car.

Flat tire, roofing nail.
Flat tire, 2-inch roofing nail.
Flat tire, northeast gate, roofing nail.
Dining room window and storm window in home broken by slug.
Deep dent in porch pillar of home caused by lead slug.

Thermopane window in home broken by 2 ball bearings.
Thermopane window in home broken by ball bearing.
Flat tire.
Flat tire, northeast gate, roofing nail.
Car scratched and aerial damaged while car was parked at home.
Car window shattered and body scratched and dented at northeas gate.
Living room window and storm window in home broken by steel ball bearings.
Bedroom window in home broken by steel pellet.
Side of house dented by ball bearing.
Dent in house between front door and window by lead pellet.

Kohler Co. record of vandalism in addition to those reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Con.

No.	Name	Affidavit date	Date of incident	Description
344-A	Elroy Biederwolf	Feb. 1, 1956	Jan. 30, 1956	Thermopane window in home broken by bearing the size of a softball.
345-A	Edward Gehrke	Jan. 31, 1956	do	3 Thermopane windows in home and 3 garage windows broken by rocks the size of coconuts.
346-A	Herbert C. Held	do	do	Porch window and storm window broken by slug.
347-A	Bert Sanville	do	do	Thermopane window and side window in home broken by rocks.
348-A	do	do	do	Every window in car smashed while parked at home.
349-A	Alan Meyer	Feb. 2, 1956	Jan. 31, 1956	Spark plugs, headlight, and horn wires on car removed.
350-A	Howard J. Leverenz	Feb. 3, 1956	Feb. 2, 1956	Car window shattered, southeast gate.
351-A	Mrs. Joanne V. Post	Feb. 6, 1956	do	Car window broken and fire in front seat while car was parked in a Sheboygan parking lot.
352-A	Harry Froehlich	Feb. 7, 1956	Feb. 3, 1956	Car windows knocked out while car was parked on a Sheboygan street.
353-A	Oscar H. Hildebrandt	Feb. 8, 1956	do	Flat tire, northeast gate, roofing nail.
354-A	Roger Hanson	Feb. 10, 1956	Feb. 4, 1956	Car door and fender dented, northeast gate.
355-A	Carl Hesselink	Feb. 8, 1956	do	Car window shattered, northeast gate.
356-A	Carl Zillier, Jr	Feb. 10, 1956	do	Lug nut thrown at car, northeast gate.
357-A	Raymond Schneider	Feb. 8, 1956	Feb. 5, 1956	Flat tire, roofing nail.
358-A	Emery A. Lau	Feb. 16, 1956	Feb. 8, 1956	Flat tire, new roofing nail.
359-A	Roman Andrew	Feb. 15, 1956	Feb. 11, 1956	Car window shattered, southeast gate.
360-A	Harry P. Czarniecki	Feb. 17, 1956	do	Car window shattered, northeast gate.
361-A	Edwin L. Fisher	Feb. 21, 1956	do	Flat tire, northeast gate, roofing nail.
362-A	Claude Dault	Feb. 17, 1956	Feb. 14, 1956	Thermopane window in home broken.
363-A	Bernal E. Lang	Feb. 20, 1956	do	Do.
364-A	Walter Landwehr	do	do	Hole 1 inch in diameter in outer pane of thermopane window in home.
365-A	Herbert E. Kruetzinger	Feb. 17, 1956	Feb. 15, 1956	3 tires cut on sidewall.
366-A	Harvey Van Der Weele	do	Feb. 16, 1956	Car window shattered, southeast gate.
367-A	Wayne R. Woelffer	do	do	Do.
368-A	Andrew L. Korb	Feb. 21, 1956	Feb. 17, 1956	Sugar in gas tank of car.
369-A	Donald R. Schilling	Feb. 24, 1956	Feb. 21, 1956	7 nails pulled out of tires; 2 tires went flat; handful of roofing nails found in driveway.
370-A	Howard J. Voelker	Feb. 28, 1956	Feb. 22, 1956	Sand in transmission of car.
371-A	Ambrose O'Reilly	Feb. 29, 1956	Feb. 24, 1956	Flat tire, piece of metal.
372-A	Herbert C. Held	Mar. 2, 1956	Feb. 26, 1956	Oil filter tube in car damaged, causing loss of motor oil.
373-A	Elmer C. Hermann	Feb. 29, 1956	Feb. 27, 1956	Paint splattered on car.
374-A	Bernal E. Lang	Mar. 3, 1956	Feb. 29, 1956	Combination television, radio, and record player smashed in home.
375-A	Warren D. Preder	do	do	Jars of paint thrown through window of nonstriker's home, damaging interior and exterior.
376-A	William Schroeder	do	do	5 jars of paint thrown against thermopane window of nonstriker's home.
377-A	Mrs. Margaret A. Ten Pas	do	do	Living room window and storm window of home broken by stone.
378-A	Marvin R. Claus	do	Mar. 1, 1956	Jars of paint thrown against nonstriker's home.
379-A	Clarence A. Reineking	Mar. 7, 1956	Mar. 3, 1956	Paint on hood of car.
380-A	Robert L. Schroeder	do	do	Car scratched and aerial damaged.
381-A	Justin Strace	Mar. 13, 1956	Mar. 8, 1956	Thermopane window in home broken by whiskey bottle.
382-A	Roy Meissen	Mar. 22, 1956	Mar. 9, 1956	3-inch cut in tire.

383–A	Arthur Black	Mar. 13, 1956	Mar. 10, 1956
384–A	Alvin F. Suemnicht	Mar. 21, 1956	do
385–A	Mrs. Maudie Hartmann	Mar. 15, 1956	Mar. 13, 1956
386–A	Roman H. Schuessler	Mar. 17, 1956	do
387–A	Gerald H. Emley	Mar. 20, 1956	Mar. 17, 1956
388–A	Mrs. Elaine Fahl	do	do
389–A	Harold M. Gollhardt	Apr. 2, 1956	Mar. 20, 1956
390–A	Raymond Phippen	Mar. 23, 1956	do
391–A	Clarence E. Renzelmann	do	do
392–A	Carl M. Yerkman	Apr. 4, 1956	do
393–A	Victor Frauenfeld	Apr. 2, 1956	Mar. 23, 1956
394–A	Jerome F. Henschel	do	do
395–A	John Kraemer	do	Mar. 24, 1956
396–A	Harvey T. Nussbaumer	Mar. 26, 1956	do
397–A	Theodore H. Becker	Apr. 2, 1956	Mar. 25, 1956
398–A	Michael Reinholtz	do	do
399–A	Ernest Beiersdorf	Apr. 3, 1956	Mar. 29, 1956
400–A	Elmer O. Wentz	Apr. 2, 1956	do
401–A	Harvey Schmidt	Apr. 7, 1956	Apr. 3, 1956
402–A	Mykolos Dobrovolskis (Apr. 23, 1956, memo from legal department to W. J. Ireland).		Apr. 19, 1956
403–A	Charles Hein	Apr. 20, 1956	do
404–A	Royal W. Becker	Apr. 25, 1956	Apr. 20, 1956
405–A	Jerome C. Behnke	Apr. 26, 1956	Apr. 21, 1956
406–A	Raymond Phippen	do	Apr. 24, 1956
407–A	Stephan Herm	May 2, 1956	Apr. 26, 1956
408–A	Edgar A. Eslinger	May 11, 1956	May 1, 1956
409–A	Stephan Herm	do	May 8, 1956
410–A	Howard Mason	May 18, 1956	May 9, 1956
411–A	Gottlieb Hense	May 14, 1956	May 10, 1956
412–A	Jerome C. Behnke	May 23, 1956	May 11, 1956
413–A	Raymond F. Dedering	June 8, 1956	do
414–A	Daniel Murray	June 6, 1956	June 3, 1956
415–A	Elwin Taubenheim	June 19, 1956	June 17, 1956
416–A	Fred Oliver	Aug. 7, 1956	Aug. 1, 1956
417–A	Wallace Miesfeld	Oct. 3, 1956	Aug. 4, 1956
418–A	Gilbert Charles	Aug. 16, 1956	Aug. 15, 1956
419–A	Thomas W. Wolfert	do	do
420–A	Clement B. Schoenborn, Sr	Aug. 18, 1956	Aug. 16, 1956
421–A	Daniel J. Seidlitz	Aug. 20, 1956	do

Car windows broken, southeast gate.
4-inch cut in tire.
Thermopane window in home broken by milk bottle.
Large living room window and storm window in home broken by milk bottle.
Car window broken, southeast gate.
Do.
Salt in gas tank of son's car.
2 glass jars filled with paint hurled through windows of home, damaging interior.
Pint jar of paint thrown through window of home, damaging interior.
2 pint jars filled with paint, oil, and turpentine hurled through windows of home, damaging interior.
Tire slashed.
Bedroom window and storm window in home broken by milk bottle
Living room window and storm window in home broken by milk bottle.
Bedroom window and storm window in home broken by bottle.
Roofing nail in tire.
Car window broken, northeast gate.
Thermopane windows hit by glass containers filled with paint, damaging exterior of home.
Windows in home broken by glass jars filled with paint.
Living room windows and storm windows in home broken by large olive jar filled with soot, leaving a black, greasy film on carpeting, drapes, furniture, and walls.
Bedroom and kitchen windows in home broken by rocks.

Car windows broken.
Flat tire, southeast gate, 3 roofing nails; 7 roofing nails found in two other tires.
Roofing nail and screw found in tire, southeast gate.
Window and storm window in home broken by rocks.
Glass jar thrown through window of home.
Car window hit by object, damaged, northeast gate.
Glass jar filled with bluish black substance thrown against home.
15 holes in sidewall of tire and V-shaped cuts in tires.
Dent in porch of home, beer bottle hurled against house.
Flat tire, southeast gate, roofing nails in 2 other tires.
Foreign substance in oil in car.
Canvas top on convertible cut while car was parked on city street in Sheboygan.
Screen and glass in door, and livingroom window in home broken by peanut butter jars.
Jackknife blade found in tread of tire.
Car windshield broken, canvas top slashed.
2 windows in home broken by stones.
Roofing nails in 2 tires, northeast gate.
Employee's wife's dresses slashed when left at dressmaker's for alterations.
3 nails in 2 tires, southeast gate.

Kohler Co. record of vandalism in addition to those reported in the following issues of People: Oct. 6, 1954, Nov. 3, 1954, Apr. 27, 1955—Con.

No.	Name	Affidavit date	Date of incident	Description
422-A	Les Quasius	Sept. 1, 1956	Aug. 31, 1956	Nonemployee contractor performing construction work at Kohler Co.: 5 stones and 4 pint jars of paint thrown through windows in office building, damaging interior.
423-A	Arthur Muetzelburg	Oct. 2, 1956	Sept. 26, 1956	Flat tire, northeast gate.
424-A	Wallace Miesfeld	Oct. 3, 1956	Sept. 27, 1956	Wires to electrical apparatus in car jerked out.
425-A	Henry Otto Polster	Dec. 3, 1956	Nov. 23, 1956	Wires to distributor and other parts cut.
426-A	Jack Strace	Nov. 30, 1956	Nov. 26, 1956	Thermopane window in living room and kitchen window in home broken by milk bottles.
427-A	Mykolos Dobrovolskis (Dec. 6, 1956, memo from legal department to W. J. Ireland).		Dec. 4, 1956	Bedroom window in home broken by milk bottle.
428-A	Frederick Kuehlmann	Dec. 26, 1956	Dec. 21, 1956	4 jars filled with paint thrown through windows, damaging interior of home.
429-A	John Koehn	Jan. 9, 1957	De . 28, 1956	Flat tire, 4 inch nail.
430-A	Marvin Klemme	Jan. 23, 1957	Jan. 19, 1957	3-inch slash in tire.
431-A	Clarence Hartung	do	Jan. 21, 1957	Thermopane window in home broken.
432-A	William Helms	Jan. 28, 1957	Jan. 22, 1957	Window in Lindemann's Grocery Store (owned by William Helms) broken by piece of coal.
433-A	Albert Bassler	Jan. 30, 1957	Jan. 27, 1957	Paint splattered on outside of home.
434-A	Gordon McChain	Apr. 2, 1957	Jan. 29, 1957	Employee's heifers poisoned, 3 heifers died.

INDEX TO SEPARATE VIEWS OF SENATORS CAPEHART, CURTIS, GOLDWATER, AND MUNDT

	Page
Report and summary	320

THE KOHLER STRIKE—APPENDIX B

I. The real issues in the strike	334
II. UAW responsibility for strike violence	335
III. Denial of rights of both employer and employee	339
IV. UAW use of riots and boycotts	342
V. UAW's vilification and character assassination of public officials who oppose the UAW's methods	361
VI. The UAW's philosophy in action	365
(A) The "germs," "traitors," and "enemies of progress"	368
(B) Those who "helped build America"	378
(C) UAW corruption of public officials	380
VII. Record of vandalism	462

THE PERFECT CIRCLE STRIKE—APPENDIX C

I. The issues	384
II. The strike vote	385
III. Supervised riot plans	385
IV. The mobbing of Hagerstown	387
V. The terrorization of New Castle	388
VI. List of violations of law	396
VII. Picture descriptions	400
VIII. UAW philosophy in action	401

THE RICHARD T. GOSSER AFFAIR—APPENDIX D

I. The nature of the hearing	404
II. The Reuther board exoneration of Gosser	412
(A) Background information on Gosser	412
(B) The 28 charges	413
(C) Gosser's domination of local 12 and denial of union democracy:	
1. Political activities: Use of union automobiles and manpower to influence elections	415
2. How dissidents are eliminated: The expulsion of Cyrus Martin	419
(D) Gosser's conflicts of interest	423
III. UAW "flower funds"	437
IV. Slot machine proceeds	450
V. The Elliott Co. bribes	456

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86TH CONGRESS
2d Session

SENATE

REPORT
No. 1139
PART 3

FINAL REPORT

OF THE

SELECT COMMITTEE ON IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

UNITED STATES SENATE

PURSUANT TO

S. Res. 44 and 249

86th Congress

(TOGETHER WITH SEPARATE VIEWS)



PART 3

MARCH 28, 1960.—Ordered to be printed

UNITED STATES
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SELECT COMMITTEE ON IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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CONTENTS

	Page
The criminal syndicate	487
Findings—The criminal syndicate	509
Separate views of Senator Kennedy, also approved by Senators Ervin and Church	510
Statement of Senator McClellan, also approved by Senators Ervin and Church	511
Separate views of Senators Mundt, Goldwater, Curtis, and Capehart	512
Joseph P. Glimco and Local 777, International Brotherhood of Teamsters, Chicago, Ill	514
Findings—Joseph P. Glimco and Local 777, International Brotherhood of Teamsters, Chicago, Ill	564
James R. Hoffa and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (1959)	570
Findings—James R. Hoffa and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (1959)	723

86TH CONGRESS
2d Session

SENATE

REPORT
No. 1139
Part 3

FINAL REPORT

MARCH 28, 1960.—Ordered to be printed

Mr. MCCLELLAN, from the Select Committee on Improper Activities in the Labor or Management Field, submitted the following

REPORT

THE CRIMINAL SYNDICATE

During much of 1958 the committee looked into the extensive infiltration of gangsters and racketeers into legitimate trade union and business activity. This phase of the committee's hearings was given a preliminary study in June and July when hearings were held on the background of a number of the men who attended the gangland meeting at Apalachin, N.Y., on November 14, 1957.

The Apalachin meeting was the latest in a series of underworld gatherings which have occurred down through the years and by far the biggest known assemblage of top racketeers. Only alert work by the New York State Police resulted in unmasking the participants.

There were 58 known hoodlums in attendance at the Apalachin meeting, and law-enforcement officials are convinced that others were present and escaped the dragnet which was placed around the home of Joseph Barbara, after the existence of the meeting was first discovered by Edgar D. Crosswell of the New York State Police on the morning of November 14, 1957. To show the extensive infiltration of gangsters into legitimate trade union and business and trade activities, committee investigators made a survey into the irregular and illegal activities with which the men at Apalachin were connected. From this survey a great deal of valuable background material on these men was established. For instance, of the 58, 50 had arrest records; 35 had records of convictions, and 23 had spent time in prisons or jails as a result of these convictions; 18 of these men had been either arrested or questioned at one time in connection with murder cases. Other illegal activity noted in the survey included narcotics (for which 15 had been arrested or convicted); gambling (for which 30 had been arrested or convicted), and the illegal use of firearms (for which 23 had been arrested or convicted).

As to legitimate business activities, a study of the men who attended the Apalachin meeting showed: 9 were or had been in the coin-operated machine business; 16 were involved in garment manufacturing or trucking; 10 owned grocery stores or markets; 17 owned taverns or restaurants; 11 were in the olive oil-cheese importing or ex-

porting business; 9 were in the construction business. Others were involved in automotive agencies, coal companies, entertainment, funeral homes, ownership of horses and racetracks, linen and laundry enterprises, trucking, waterfront activities and bakeries, and one was a conductor of a dance band.

There were several other significant facts produced by a study of these men at Apalachin: (1) They maintained extensive communication between themselves, even though they came from widely separated areas of the country; (2) there was an extensive blood line and marital relationship among these men, as well as between them and others who were not present at the Apalachin meeting. Thus, while certain key sections of the country appeared on the surface to be unrepresented at the Apalachin meeting, there is little doubt that the interests of those underworld figures were represented by others who were in attendance. For example, one of the largest unrepresented areas at the Apalachin meeting was the Detroit, Mich., underworld. Yet a study of the telephone communications between those who were at Apalachin and persons living in Detroit showed extensive interchange of calls. Other areas of the country were also in touch with members of the Apalachin group. For example, John Ormento, a major trafficker in narcotics, who is currently a fugitive from an indictment in the southern district of New York, and who attended the Apalachin meeting, had been in communication with such parties as Joe Salardino in Canon City, Colo., Joe Civello in Dallas, and Michael Polizzi in Detroit.

The same type of extensive telephone communications to various parts of the country was maintained by other bigwigs who attended the Apalachin meeting, such as Joseph Profaci and Vito Genovese.

A study of blood-line ties also provides interesting examples: Two of the big-time hoodlums in the Detroit area are William "Black Bill" Tocco and Joseph Zerilli. Although neither of these men was present at Apalachin, they were related by marriage to men who were there. For example, Anthony Tocco, the son of "Black Bill" Tocco, is married to Carmela Profaci, the daughter of Joseph Profaci. Their New York wedding in 1955 was attended by leading hoodlums from all over the Nation. Joseph Zerilli's son, Anthony Zerilli, is also married to a daughter of Joseph Profaci—Rosalie Profaci. Angelo Meli, another top Detroit hoodlum, had a son, Salvatore Meli, who was married to Dolores Livorsi, the daughter of Frank Livorsi. Livorsi, in turn, is related by marriage to the aforementioned John Ormento.

The background of the problem of criminal infiltration was voiced by the chairman as the committee hearings got underway:

> There exists in America today what appears to be a close-knit, clandestine, criminal syndicate. This group has made fortunes in the illegal liquor traffic during prohibition, and later in narcotics, vice, and gambling. These illicit profits present the syndicate with a financial problem, which they solve through investment in legitimate business. These legitimate businesses also provide convenient cover for their continued illegal activities.
>
> * * * * * * *
>
> It is important to understand from the outset that this criminal syndicate operation is not a localized one, but na-

tional in scope. The fact that the gangland meeting took place in Apalachin, N.Y., does not in any way make this a localized New York problem. Similar gangland meetings, known to authorities, have been held in Cleveland, Ohio, and on the Florida Keys. There is no telling how many other meetings, in other parts of the country, have been undetected by authorities (pp. 12192–12193).

The physical history of what took place on November 14, 1957, was provided to the committee by Sgt. Edgar Crosswell of the Bureau of Criminal Investigation of the New York State Police, headquartered at Vestal, N.Y. Sergeant Crosswell said he first became interested in Joseph Barbara in 1944 when a man was arrested for stealing gasoline from one of Barbara's plants. Barbara was the operator of the Canada Dry Bottling Co. in Apalachin, N.Y. Crosswell said that Barbara seemed reluctant to prosecute the man who had been arrested for stealing the gas, and it was further found that when he (Barbara) appeared at police headquarters he was carrying a gun. Crosswell said that this piqued his curiosity and that thereafter he spent some time delving into Barbara's background. He found, for instance, that Barbara had been arrested for the murder of a man in Pittston, Pa. The murdered man's name was Calomero Calogare, who was shot down in Pittston on January 4, 1931. The victim made a deathbed statement accusing one Tony Merreale of shooting him. Merreale, however, said that at the time he was working at a still for Joseph Barbara. Barbara was arrested on suspicion of being the second man, but witnesses failed to identify him, and he was discharged. Again in 1933 Barbara was arrested by police in Scranton, Pa., on suspicion and for investigation as a result of the murder of a racketeer named Samuel Wichner. The information which police obtained was that Wichner was lured to the home of Barbara on the belief that he would have a conference with Barbara, Santo Volpe, and Angelo Valente, who were to be his silent partners in a new bootlegging venture. Barbara's record also shows that on June 13, 1946, Barbara was convicted in the U.S. district court at Utica, N.Y., of illegal acquisition of 300,000 pounds of sugar. On this charge he received a $5,000 fine. The committee was interested to note that Barbara held a pistol permit in New York State until after the Apalachin meeting was exposed. Such a permit must be obtained on an application which must include four or five character witnesses. Sergeant Crosswell said that investigation of the subjects who apply for pistol permits is very much guided by the people who are listed as references.

Senator GOLDWATER. Did you ever see his application?
Mr. CROSSWELL. Yes, sir; I have.
Senator GOLDWATER. What kind of character witnesses did he give?
Mr. CROSSWELL. He had the very best.
Senator GOLDWATER. In New York State?
Mr. CROSSWELL. Yes, sir (p. 12207).

Sergeant Crosswell said that during 1957 a number of hoodlums went to visit Barbara. He named them as Russell Bufalino of Pittston, Pa. (who is currently under order of deportation by the Bureau

of Immigration), Emanuel Zicari, and Anthony Guarnieri, both of whom have long criminal records. Another visitor at the Barbara home was Patsy Turrigiano.

Sergeant Crosswell also said his investigation disclosed that there was a meeting of hoodlums in the Arlington Hotel in Binghamton, N.Y., in 1956. He named some of those he found to have attended as Joseph Barbara, Frank Garofalo, John Bonoventure, and Joseph Bonnano, also known as "Joe Bananas." All of these men have extensive criminal records; Bonnano, for example, had once been arrested for transporting machine guns to the Capone mob in Chicago. Another man, although not registered at the Arlington Hotel, was believed to have attended that meeting. His name was Carmine Galente. Galente was picked up after he left the city of Binghamton in the company of Frank Garofalo. He has an extensive police record going back to 1921, including terms in Sing Sing for grand larceny, assault, robbery. In 1930 he was sent to the penitentiary for shooting his parole officer. The expenses at the hotel during this meeting were paid for by Barbara.

The discovery of the Apalachin meeting came quite by accident. Sergeant Crosswell said he and his partner, Trooper Vasuko, were investigating a bad check charge in a motel in Vestal. As they were talking to the motel owner, they noticed the son of Joseph Barbara, Joseph Barbara, Jr., approaching the motel. Crosswell and his partner said they hid in the living room behind the motel owner's office and heard young Barbara engage three rooms for the nights of November 13 and 14, 1957. He said he wanted the rooms charged to the Canada Dry Bottling Co. and wanted to take the keys with him. The owner's wife asked young Barbara to register the names of the persons coming and he said he did not know who they would be and he would register them the following day. Crosswell said he checked around that night and found two cars parked near Barbara's home. One was registered in the name of Patsy Turrigiano and the other in the name of James V. LaDuca, an official of the Hotel and Restaurant Workers Union in Buffalo, N.Y. A third car with a New Jersey registration was found to have belonged to one Alfred Angelicola of Paterson, N.J. This was at 9 p.m. on the night of November 13. At 9:30, Crosswell said, he checked the motel and found a car registered to the Buckeye Cigarette Service of Cleveland, Ohio, operated by a man named John Scalish:

> Sergeant CROSSWELL. We asked the proprietor about that car and he said two men had driven in and went into one of the rooms that Barbara had reserved and so we sent him out with a couple of registration cards to get the men to register. He came back and he said that they had refused to register and said that "Joe" would take care of it the next day (p. 12213).

The motel owner wanted to evict these men, but Crosswell told him to leave them alone. At 2:30 in the morning a further check was made, and the only new item noticed was that LaDuca's car had moved from in front of the Barbara home home to the motel. At 8:30 the following morning Crosswell checked the motel again and found that in the three rooms reserved by Joseph Barbara, Jr., six beds had been

occupied, indicating that four men had come with LaDuca. He then notified the senior inspector of his district that it appeared that another meeting was underway at Barbara's home. Crosswell drove by the Canada Dry plant and found nothing going on there. He then headed for Barbara's home, and that is when, in his own words, the "stuff hit the fan. We drove in and everybody started running in all directions." As Crosswell and his men came up the long road leading to Barbara's home, "a lot of men ran from around the barbecue pit * * * and some ran for the house and some came out of the house and ran the other way and everybody got all excited and all worked up." The road on which Crosswell drove toward Barbara's home was the only entrance and exit road to and from the estate. Another road, which was a potential escape route, had a washed-out bridge. However, Crosswell said, as he and his men set up the road block, they saw 10 or 12 men running from the direction of Barbara's house into the pine woods behind the house. Crosswell said, however, that even after going through these woods the men would have to escape down a road called McFaddin Road. Crosswell said he set up an additional road block on this road so they could pick up the men coming out of the woods. Crosswell said the men were all dressed for the most part in silk suits and white-on-white shirts, highly polished pointed shoes and broad-brimmed hats. Some of the men who took the woods route, however, appeared a bit bedraggled when picked up by the police. "Some of them lost their hats and they were full of cockle burrs and their shoes were scuffed up."

Of all the persons ensnared by the police dragnet, however, by far the most interesting from many aspects was John Charles Montana, who in 1956 had been voted "Man of the Year" in Buffalo, N.Y., for his civic good works. According to Crosswell, Montana was one of the men who chose to go through the woods on the approach of the police. He was found near McFaddin Road caught on a barbed-wire fence.

> Mr. CROSSWELL. He called me over to the house and he sent a man over and said he wanted to see me and I went over and he told me he was very embarrassed being there, and he had just stopped in to see Barbara, and did not know that there was going to be any such gang of characters as he found up there, and if I would let him go up and get his car and get out of there he could probably do something for me.
>
> He started mentioning a lot of prominent people that he knew in Buffalo and that area and one of the officials of our department that he knew very well. He mentioned no specific thing that he could do for me, but that he could do something for me if I would let him go and get his car.
>
> Senator IVES. How was he attired? Did he have the George Raft attire, too?
>
> Mr. CROSSWELL. Yes, sir; topcoat and all.
>
> Senator IVES. Pointed shoes and all?
>
> Mr. CROSSWELL. Yes, sir.
>
> Senator IVES. Large hat?
>
> Mr. CROSSWELL. Yes, sir.
>
> Senator IVES. He had all of that on to have a cup of tea?
>
> Mr. CROSSWELL. That is his story (p. 12215).

Montana's story of how he arrived at the home of Joseph Barbara on November 14, 1957, was one of sheer amazement to members of the committee. According to Montana, he had known Barbara for a number of years, going back to 1934 when Barbara became a distributor for one of Mr. Montana's farflung enterprises, the Empire State Brewery Corp. Montana said that when he left Buffalo he had an appointment in New York City with a man named Frank Sawyer to discuss matters affecting the taxicab industry. He said that he had also decided to make a stop in Pittston, Pa., to see William Medico, the head of Medico Industries. Montana said that in 1956 he had sold a compressor to William Medico but that he had never received any pay from Medico for this. "I was going to find out whether I would get paid for it or ship it back."

> Mr. KENNEDY. Weren't the phones working at that time? Couldn't you just telephone down to Pittston?
>
> Mr. MONTANA. Well, telephones didn't do any good. As long as I was going to New York, I thought I may as well get it over with, stop there and find out and ship it back if I couldn't get the money.
>
> Mr. KENNEDY. Just go down there and find out about the compressor yourself?
>
> Mr. MONTANA. That is right (p. 12298).

Montana said that he left Buffalo on Thursday morning, November 14, 1957, at 8:45 a.m. Traveling with Montana was Anthony Maggadino, whom Montana described as "an uncle through marriage to my nephew." Maggadino has an extensive criminal record, including arrest for falsifying passports in Italy, homicide, extortion, rape, and violation of the U.S. immigration laws. Montana said he was completely unaware of Maggadino's record. Montana said he had gone up to Niagara Falls on Wednesday, November 13, to see one of his older brothers. "He is the father of a girl that married Maggadino's nephew." He said Maggadino was at his brother's house and asked him if he could go to New York with him so that he could see his sister. Thus, Montana and Maggadino left Buffalo on Thursday morning, November 14. It was raining, and when Montana got 15 or 20 miles out of Buffalo he started having trouble with his windshield wiper. Montana said he stopped the car on the thruway and fixed it in the rain.

Montana said that when he got 10 miles west of Endicott, N.Y., he started having trouble with his brakes.

> * * * On that road there is no service stations of any kind, and I could not drive the car more than 15 or 20 miles an hour. Of course, to my own sorrow, I know that Joe Barbara lived there (p. 12302).

Montana said the trouble actually occurred just before he drove into Owego. Senator Irving Ives, vice chairman of the committee, who lives in upstate New York said he had been in Owego many times and that there were several garages there. Mr. Montana said he did not stop in any of these garages because they "don't know how to take care of a set of brakes." Montana said he drove to Barbara's home because he said he felt Barbara would get one of his mechanics to fix the brakes. He said he parked at the entrance of the house

and went in to look for Joe Barbara, leaving Maggadino sitting in the automobile. He said he met Mrs. Barbara in the house and asked her if she would give him a cup of tea. Montana said to his best judgment he arrived at the Barbara home about 2 p.m. Sergeant Crosswell said that when he went up to the Barbara home at 12:40 Montana's car was not parked where he said he parked it. Further, he said that the roadblock was set up immediately following this and that no cars went in or out of the Barbara estate after 12:40 p.m., November 14, 1957, without his knowledge.

Montana said that after he had been sipping tea for a few minutes, Joe Barbara came into the room and told him that he would get a mechanic to fix the car.

> Mr. KENNEDY. In the meantime, Mr. Maggadino was still sitting in the car?
>
> Mr. MONTANA. Still sitting in the car.
>
> Mr. KENNEDY. Wasn't he hungry?
>
> Mr. MONTANA. I didn't ask him if he was hungry. I just went in to get this car business taken care of, and I told him to wait.
>
> Mr. KENNEDY. But you were in there having tea.
>
> Mr. MONTANA. That is right.
>
> Mr. KENNEDY. You were eating.
>
> Mr. MONTANA. That is right.
>
> Mr. KENNEDY. It was after the lunch period. Wasn't he also anxious to eat?
>
> Mr. MONTANA. Well, he didn't discuss anything about eating (p. 12306).

Montana said that the tea party was broken up when Joe Barbara suddenly exclaimed that there was a roadblock. Montana said that when he saw the commotion "I was no part of it and I thought I would walk away from it." It was this walk that took Montana into the woods behind the Barbara estate and out toward McFaddin Road, where he was ultimately apprehended by the police.

> Mr. KENNEDY. Would you explain to the committee why you thought it was necessary to go to the woods?
>
> Mr. MONTANA. Well, I was no part of it.
>
> Mr. KENNEDY. Did you feel it was gangsters who were establishing a roadblock and you would have to run from them, or what?
>
> Mr. MONTANA. I wouldn't know, Mr. Kennedy. It could have been gangsters. I didn't think they were. Those people were eating when I was there. My best judgment was to leave, and I did (p. 12308).

Mr. Montana was asked about others who were at the meeting at Barbara's home. He said he knew Salvatore Falcone, Joseph Falcone, Russell Bufalino, and James LaDuca. Montana insisted, however, that he saw none of them at the Barbara home on that day. As to Anthony Maggadino, Montana said that he faithfully sat in the car until he came out of the house and then walked into the woods with him. As peculiar as Montana's story seemed to the members of the committee, he was the only person who attended the Apalachin gathering who appeared before the committee who did not invoke the

fifth amendment. Others who attended the meeting at Barbara's home who appeared before the committee were Russell J. Bufalino, Vito Genovese, James LaDuca, Louis Anthony Larasso, Rosario Mancuso, Mike Miranda, Joseph Profaci, and John Scalish. (Further background on these individuals will follow in this report.)

The operations of the criminal underworld were outlined to the committee by a number of expert witnesses who have had experience in the racket field. These included Martin F. Pera, special agent for the U.S. Bureau of Narcotics; Capt. James E. Hamilton, head of the Intelligence Division of the Los Angeles Police Department; Daniel P. Sullivan, operating director of the Miami Crime Commission; and Sherman S. Willse, committee staff investigator who served for 20 years as a member of the Narcotics Squad of the New York Police Department. Pera, an agent for the Narcotics Bureau for 10 years, had performed special investigative assignments in Turkey, Greece, Italy, France, and Portugal. He said that the Bureau of Narcotics has established that the major traffic of narcotics into the United States has gone "through the hoods of the organization that we term to be the Mafia." He said the organization was originally established in Sicily in the late 18th century to combat the exploitation by the Bourbon overlords of Sicily at that time. During the late 1800's and early 1900's many Sicilians immigrated to the United States. Agent Pera said that among the early immigrants some were members of a criminal syndicate. He said their first criminal activity was to extort money from the more successful of their group and from the more successful Italian merchants that had immigrated to the United States. He said the group became particularly active in the prohibition era.

> Mr. PERA. * * * The prohibition era found tremendous opportunity for them. This organization was a secret organization. It was dedicated to work in contrary to the laws of the United States, and local laws, and with the tremendous profits inherent in the production and distribution of bootleg liquor it offered an opportunity that these people took advantage of. We have some of the group that attended Apalachin that became wealthy during that time.
>
> There were men like Barbara, for instance, who was found with a tremendous load of sugar. Well, sugar, of course, is used in the fermentation process, with yeast, and is one of the raw materials with which bootleg alcohol is made.
>
> Of course, the Falcones. Among the many, of course, was Capone that made his mark in the prohibition days (p. 12221).

Pera said that in 1928 a meeting of the Mafia was observed in Cleveland, Ohio. Among this group were two who also attended the Apalachin meeting, Joe Profaci and Joe Magliocco. Pera outlined for the committee the methods by which heroin is smuggled into the United States.

> Mr. PERA. * * * The smuggling of heroin into the United States has taken place through different routes during different years, but generally, predominantly, most of the heroin smuggled, let's say, within the last 10 years, has taken place in the following manner:

> The opium was produced in the Balkan countries, such as Turkey, in the Near East, in Turkey and Iran, and perhaps in Yugoslavia, and is processed into morphine base. Let's say Turkish opium that is purchased by traders in Istanbul outside of the government monopoly. There is a government monopoly in the trading of opium in Turkey, and the controls are very strict.
>
> On the other hand, there is what is called the black market in opium where individual businessmen will go and purchase, outside of the Government monopoly, quantities of opium from the farmers.
>
> This opium is processed into morphine base, after it is transported across Syria into Lebanon. From Beirut, Lebanon, or perhaps Aleppo, Syria, this morphine base is shipped to clandestine laboratories in France for conversion into heroin. In the laboratories in France, and this is in the last, say, 7 to 10 years, they are operated by Corsican traffickers, and we might point out there that the Corsican underworld element are cousins to the Sicilians. They call each other cousins. They speak Italian. Many of them immigrated originally to Corsica from the Italian islands.
>
> They understand one another thoroughly, and even though they might come from separate disciplines at the top level, they have an efficient interchange in criminal activity.
>
> The laboratories in France are operated by Corsican violators who, in turn, arrange for the smuggling of these drugs, of heroin, into the United States, via French seamen smugglers, couriers, as it were, or else in some instances the heroin is sent back to the traffickers in Sicily or in Italy, and it is brought over here by means of concealment in trunks or the personal effects of immigrants (pp. 12222–12223).

Pera also emphasized the point which was made by the staff survey, that there is a tremendous family tie-in between groups in various parts of the country.

> * * * The intermarriages are significant in that oftentimes you wonder whether these people want to marry each other. Yet the marriages take place. Let's say two people of a prominent status within the Mafia if they have children, you will find that their sons and daughters get married. They don't marry on unequal terms, too often (p. 12228).

Pera said that investigation by the Bureau of Narcotics had convinced him that this organization has made a concerted effort to "penetrate into the broad field of labor-management relations." As an example, Pera cited the Greater Cartmen's Association in New York, which was controlled by Vincent J. Squillante. This situation was the subject of committee hearings during 1957. Pera said that Pasquale Pagano, also known as Patsy Pagano, who is known by the Narcotics Bureau as a key distributor of heroin, had been active in gang efforts to gain control of longshoremen activities in Hoboken, N.J. In this activity, Pera said, Pagano was the contact man for Anthony Strollo, also known as Tony Bender. Pera said that in his longshore activities Pagano was aided by Joseph Gurney, who had

been a close associate of Elmer "Trigger" Burke, a New York racketeer who was electrocuted. The New York State Anti-Crime Commission focused attention on Tony Bender's activities, which forced him to withdraw Pagano and Gurney from the Claremont Terminal. After leaving the longshore activities, Pagano became a business agent for local 59 of the International Hod Carriers, Building and Common Laborers Union in East Harlem, New York. Three other Hod Carriers officials, Rosario Mancuso of local 186 in Plattsburgh, N.Y., and Louis Anthony Larasso and Frank Majuri of local 394 in Elizabeth, N.J., attended the meeting at Apalachin. Pera also said that Carlo Gambino, who attended the Apalachin meeting, runs a labor relations consultant service in New York. Pera was asked by committee members to name the persons he considered important in the top structure of criminal syndicates in various sections of the United States. He said that in Chicago the important figures were Anthony Accardo and Paul DeLucia, also known as Paul Ricca. (Accardo was a witness before the committee in its investigation of gangster infiltration into the Chicago restaurant industry. A section of this report deals with that hearing. Paul Ricca was a committee witness concerning the sale of his home in Indiana to the Teamster locals in Detroit headed by James R. Hoffa and Owen Bert Brennan. Both Accardo and DeLucia invoked the fifth amendment.)

Pera says that an important figure in Detroit was Raffaele Quasarano, who he said was involved in the distribution of narcotics. (The committee also heard testimony about the relationship between Quasarano and Owen Bert Brennan and James R. Hoffa. This testimony is covered in the section of this report on Hoffa.)

Other important figures named by Pera were Anthony Giardano, Anthony Lopiparo, and John Vitale in St. Louis, and Santos Trafficante in Florida and Cuba. Pera said that there was no doubt that this was a national problem.

> Mr. PERA. * * * I would say that you could never appreciate the total activity of this group if you dissect it from one area and focus your attention only on one particular area. I don't think that enforcement agencies that observe their activities in one particular city can appreciate the network involved in this criminal conspiracy. I don't think that they could appreciate the extent or the ramifications or what it costs the public, the loss of money to the public and the extent of their criminal activity unless attention was focused on them from a national or interstate point of view (p. 12246).

Daniel P. Sullivan, operating director of the Crime Commission of Greater Miami, testified the Miami area is a well-known meeting place for some of the Nation's top racketeers. Some of those who have congregated in Miami have been Frank Costello, Joe Adonis, Abner "Longy" Zwillman, Gerardo Catena, and Joe Massei. Sullivan also said there was substantial contact between the Miami group and a group of American racketeers who have entrenched themselves in Havana, Cuba. Santos Trafficante, who Sullivan said was the key figure in criminal circles in Tampa, Fla., is the operator of the Sans Souci Casino in Havana. Trafficante was one of those present at the Apalachin meeting. It should be noted that on the day that Albert

Anastasia was shot down in the barbershop of the Park-Sheraton Hotel in New York City, Santos Trafficante was occupying a room in the Warwick Hotel in New York City which had been reserved by Anastasia. Trafficante moved out of the room an hour or two after Anastasia was murdered.

Sullivan said that a number of hoodlums who had moved into the Miami area had made inroads or attempted to make inroads into the labor field. For instance, he said an ex-convict named Charles Karpf attempted to organize the jukebox business in Miami with the assistance of a Cleveland racketeer named Anthony Randazzo. Another member of the group interested in the jukebox enterprise was Joseph Indellicato, also known as Joe Scootch. Sullivan said that through the assistance of representatives of the International Brotherhood of Electrical Workers, the scheme of Karpf was exposed and brought to an end.

Sullivan also bore out the testimony of Pera that the American underworld is highly organized.

> Mr. SULLIVAN. * * * Nobody, for instance, like [Joe] Massei, could control the apparently tremendous lottery operations that he has in Detroit and be able to sit outside a barbershop in Miami Beach day after day, week in and week out, and month in and month out, and not have a tremendous organization to carry on his work for him. No businessman could do it unless he had a tremendous organization behind him.
>
> Certainly, we find this: When these people come there, they are very close. For instance, Massei arranged to have a boat slip back about 7 or 8 years ago for Tony Accardo, who is a top man of the Capone mob in Chicago. He was intimately acquainted with Charley Vicetti, who is now dead, of the Capone mob. He is very close to the Cleveland crowd, * * * All of these people are very intimately associated with one another, and there is no question in my mind that they are operating on a national level, and that they are highly organized (pp. 12434–12435).

Sullivan gave the following reason as to why gangsters found it profitable to move into the labor union field.

> Mr. SULLIVAN. * * * We had a representative of one of the Senate committees attend one of our annual conventions, and he spoke about a man who moved into the union welfare business. They asked this man who had been in some other type of business why he had moved into this type of business, and he said: "Well, first of all, when you have a checkoff system, you have a foolproof system of collections. It doesn't cost you any money to operate. Secondly, if you run into one of these insurance companies or welfare outfits, you don't pay any money out and you take it all in. And thirdly, you have no inspection on the local, county, State, or Federal level. So your funds are not audited." What it amounts to here is that you have a kind of a vacuum in our political economy whereby a great mass of money can flow

into the hands of individuals where [there is] no accounting and no inspection of any kind (p. 12438).

Capt. James E. Hamilton, commander of the Intelligence Division of the Los Angeles Police Department, also reported to the committee on infiltration of gangsters into union and business enterprises. For example, Hamilton said that a dress-importing company, Rose Marie of California, was controlled by the late Jack Dragna, who was reputed to be the top gangster leader in southern California, along with Sam Scozzari and Frank DeSimone. Scozzari and DeSimone both attended the Apalachin meeting.

Hamilton said that a gangster named James Iannone, also known as Danny Wilson, was found to be acting as a "labor adjuster" in the Los Angeles shoulder pad industry. Los Angeles shoulder pad manufacturers noticed that the Custom Made Shoulder Pad Co. had no labor troubles as long as Iannone was on their payroll. It was found that shoulder pad companies which incurred picket lines could have the picket lines removed by the simple expedient of hiring Iannone. Hamilton said that Iannone also operated on the management side of the street. He said there was a small company called the Buy-Rite Disposal Co. which manufactured commercial garbage disposal units.

> Two or 3 years ago Danny Wilson and Joe Sica first started hanging around the office of the Buy-Rite Disposal; which was out in county territory. There was a man by the name of Sam Eglit, who was the principal of Buy-Rite at that time. It was a small concern. Today Mr. Eglit is gone. Danny Wilson is the man at Buy-Rite Disposal. This isn't the first time we have seen this happen. We have seen it tried in other places. When this type of individual moves into a legitimate business, the legitimate people get pushed out (p. 12330).

Backing up to the testimony on the intermarriage of top racket figures and their children, Hamilton told the story of Carlo Licata, the son of Nick Licata, one of the top leaders of criminal groups in California. Hamilton said that Carlo Licata was a bartender at the Five O'Clock Club in Burbank, Calif. Sometime in 1951 or early 1952 he disappeared from his usual haunts. Hamilton said the next he heard about Carlo Licata was a letter from a law-enforcement official in Michigan, notifying him that Licata had married the daughter of William "Black Bill" Tocco, one of the top racket figures in the Detroit area. Licata is now secretary-treasurer of the Melrose Linen Supply Co. in Detroit.

Staff Investigator Sherman S. Willse outlined for the committee the reasons why gangsters and hoodlums enter into certain types of business activities. For example, he said that trucking operations in some instances give gangsters access to the waterfront, where they can facilitate smuggling of narcotics. The importation of narcotics is also sometimes covered through import-export businesses. Willse said that narcotics are sometimes sealed in barrels of olive oil or in the heart of huge cheeses. Such businesses as jukebox, linen, laundry, and bar provide a method by which large amounts of cash can be concealed or transferred. Willse said that acetic anhydride, which is used

by garment manufacturers in connection with the treatment of rayon, can also be used to convert raw opium into a morphine base from which it can be made into heroin. While a member of the New York Police Department, Willse made a study of a bar in lower Manhattan called the Alto Knights. This bar was a notorious hangout for hoodlums. From a vantage point near the Alto Knights, Willse was able to photograph frequent meetings held in front of the Alto Knights showing the close association between some of the top New York underworld figures. Pictures introduced into evidence included a number of top gangland figures, such as Vito Genovese, Michael Miranda, Pasquale Normando, Peter DeFeo, Frank Tieri, Joseph Stracci, Joe Tortorici, Lorenzo Brescia, Gregory Ardito, Alfonso Criscuolo, and Joseph Gorgone.

Of this list a standout figure in the American underworld is Vito Genovese. Agent Pera of the Narcotics Bureau testified the Bureau has information that Genovese has amassed a fortune of $30 million. He was present at the Apalachin meeting and since the committee hearing was indicted on a narcotics charge by a Federal grand jury in New York. One of the most interesting cases related to the committee concerning Vito Genovese involves the 1934 murder of Ferdinand "Shadow" Boccia. Willse said that the murder occurred ostensibly for two reasons. One was that Vito Genovese and Mike Miranda had set up a rigged card game and money machine swindle, in which they obtained around $150,000. Boccia had been promised $65,000, and when he did not get the full amount he started to complain about it. In addition, Boccia had reputedly held up the liquor headquarters of Anthony Strollo, alias Tony Bender. Bender was a very close friend of Vito Genovese and in fact had acted as best man at Genovese's wedding, a favor which Genovese returned when Bender got married. At any rate, for 10 years following Boccia's death his murder remained unsolved. In 1944 a man known as Ernest "The Hawk" Rupolo, facing a prison term in a shooting case, started to talk about the Boccia killing. Rupolo said he was first approached by Mike Miranda, who told him that "Boccia has to go." Rupolo said that Miranda wanted Boccia "cowboyed." This meant that they wanted Boccia killed whenever Rupolo ran into him. Rupolo said he was to take a man named Willie Gallo with him when he went to kill Boccia, and after killing Boccia he was to also kill Gallo. The following night there was a meeting between Rupolo, Mike Miranda, Vito Genovese, and Pete DeFeo. On the night of September 9, 1934, after receiving two pistols from DeFeo, Rupolo, Gallo and another man known as Sal Palmira went to a movie in Brooklyn with the intention of killing Boccia later that evening. However, before the movie ended Palmira got word that Boccia had already been killed. The three men left the movie, and as they walked down the street Rupolo pulled out a gun, aimed it at Gallo's head and pulled the trigger. The gun, however, misfired. "He made a joke out of the thing and pacified Gallo and they walked a few more minutes." (p. 12367). They went to the home of a mutual friend, where Rupolo presumably oiled the gun and fixed it, and they commenced walking again with Gallo. Again Rupolo pulled out the gun and fired at Gallo, this time successfully, but Gallo did not die. Rupolo told police that Mike Miranda was very angry at him for failing to successfully dispatch Gallo. Gallo

53348—60—pt. 3——2

was able to testify against Rupolo, who was sentenced to prison from 9 to 20 years. It was on emerging from this sentence that he began to talk about the Boccia murder.

As a result of Rupolo's statements, Vito Genovese, Mike Miranda, Gus Frasca, and George Smurra were all indicted for the murder of Boccia. Before he could be arrested on the indictment, Genovese disappeared and later turned up in Italy, where he was working as an unofficial adviser to the American Military Government. While in Italy, one of the key witnesses against Miranda and Genovese was murdered; a second died under the most mysterious circumstances. He was Pete LaTempa known as Petey Spats. LaTempa had been placed in jail as a material witness. While in jail he had to take regular medication for a stomach ailment. One day he asked for his medicine and was handed a glass with a liquid, which he consumed. He died soon after, and an autopsy disclosed that LaTempa had taken enough poison to kill eight horses.

The activities of Genovese in Italy were outlined to the committee by Orange C. Dickey, a former special agent for Military Intelligence in Italy. Dickey said he was conducting an investigation into black market activities in Italy when he ran across the trail of Vito Genovese. Dickey said that the black market was largely in Army supplies: sugar, blankets, clothing, and food, some of which had been stolen from the Army and some of which had been illegally sold. The track of the black marketeers eventually led to an Italian civilian who, Dickey said, was a leader in these illegal activities in the Naples and Nola area of Italy. In questioning this individual, Dickey said he told him that he had been interviewed by many Criminal Investigation Division agents and that nothing ever came of the cases because he had friends in the Italian courts and in the Allied Military Government. This man indicated that one of his contacts was Vito Genovese, who, he claimed, was an interpreter for the Allied Military Government at Nola. This information was of interest to Dickey, particularly since he had discovered the fact that Genovese was a strong supporter of Mussolini and had contributed heavily to the Fascist Party. For his activities on behalf of the Mussolini government he was made a Commendatore del Re, which is supposedly the highest Italian honor a civilian can receive. Dickey said that other informants that he developed in Italy also told him that Genovese was a top leader of criminal syndicates both in the United States and in Italy. Dickey said that with his case completed he was finally able to move against Genovese and arrest him, which he did on August 27, 1944. At the time of his arrest guns were found in his car. Genovese remained in custody under Dickey's supervision from August 27, 1944, to May 14, 1945, at which time the Army agent brought Genovese back to the United States to face the charges growing out of the Boccia killing. During the time Genovese was in jail Dickey was offered $250,000 to let the gangster go free. Dickey said that as he was preparing to put Genovese on the boat, he objected violently; but once the ship had left the port Genovese's attitude changed radically, and he told Dickey, "You are doing me the biggest favor anyone has ever done to me. You are taking me home." During the boat ride from Italy to the United States Dickey and Genovese occupied the same cabin, and Dickey said that Genovese talked rather freely to him

about a number of subjects. In one instance, he talked to him about the fact that he had done work in strikes and that he had been responsible for bringing in workers to break strikes. Genovese also told Dickey that he could make money by working for both sides in labor-management disputes.

As has been noted above, Genovese and a number of other top hoodlums who appeared before the committee invoked the fifth amendment in answer to all questions propounded to them by the committee. Genovese refused to answer, among others, the following questions:

(1) Whether or not he was an American citizen;

(2) Whether he had participated in, or knew anything about, the slaying of Ferdinand Boccia;

(3) Whether he knew anything about the murder of Albert Anastasia on October 25, 1957;

(4) Whether or not he was a close associate of other top hoodlums such as Joseph Profaci; Anthony Strollo, also known as Tony Bender; Frank Costello; Vincent Gigante; Vincent Rao; Russell Bufalino; Gerardo Catena; Peter DeFeo; Frank Livorsi; Charles "Lucky" Luciano; Joe Adonis; and Mike Miranda;

(5) Whether he attended a Mafia meeting in the Florida Keys in May of 1952;

(6) Anything about his sources of information;

(7) Whether his former wife, Anna Genovese, had told the truth when she testified she frequently made trips to Europe carrying $50,000, $60,000, or $100,000 in cash;

(8) Whether his income tax reports were true (Genovese's declared income was $6,681.72 in 1952; $6,891.67 in 1953; $9,071.25 in 1954; $12,750.00 in 1955; and $14,300.00 in 1956);

(9) Refused to comment on the previous testimony of his former wife, Anna Genovese, about his ownership of certain night clubs in the New York area.

In the case of the other witnesses who appeared before the committee and took the fifth amendment, there is presented below a summary of information read to each of the witnesses upon which they refused to testify or make any comment:

James V. LaDuca: Mr. LaDuca was an organizer for local 66 of the Hotel and Restaurant Workers, and secretary-treasurer of that local at the time he attended the meeting at Apalachin. He formerly worked for the VanDyke Taxi Co., which was owned by John Charles Montana. Following this he worked for a period of time for the Maggadino Funeral Home, owned by Antonio Maggadino. Both Maggadino and Montana attended the Apalachin meeting.

In 1947, LaDuca, John Charles Montana, Charles A. Montana and Peter J. Maggadino bought the Buffalo Beverage Co. Mr. LaDuca's share amounted to $12,500, $5,000 of which he borrowed from Douglas Bissell, the treasurer of John Charles Montana's taxicab company.

During the 1950 campaign by a rank-and-file group attempting to clean up Teamsters Local 375 in Buffalo, which at that time was being run by Ernest Belles, James LaDuca's brother, Charles LaDuca, circulated handbills for Belles and against the cleanup group headed by one Stanley Clayton. These handbills were purchased out of the funds of local 66 of the Hotel and Restaurant

Workers Union. (The Clayton group won control of the union and discovered the misuse of some $35,000 of union funds by Mr. Belles. Further information about Belles and local 375 in Buffalo is contained in another section of this report dealing with the International Brotherhood of Teamsters.)

LaDuca received $433.33 per month from the Richford Operating Corp., which runs the Richford Hotel in Buffalo, at a time when as secretary and treasurer of local 66 he was negotiating contracts with this hotel.

LaDuca refused to answer as to whether or not he knew and was associated with William Bufalino, Robert Barney Baker, Vito Domiano, Fred Randaccio, Sam Pieri, Joe Stracci, and Mike and Frank Ervolino. He also refused to explain phone calls he was found to have made to Joseph Bonanno, known as "Joe Bananas"; Anthony Falange (an upstate New York gambling figure who was also associated at one time with the Hod Carriers, Building & Common Laborers Union in Utica, N.Y.); Joseph Barbara (at whose home the Apalachin meeting was held); the L. G. Carriers Co., owned by James Plumeri, alias Jimmy Doyle (a notorious New York garment district racketeer and the uncle of John Dioguardi); and Roy Carlisi and Joseph Falcone, two others who attended the Apalachin meeting.

Rosario Mancuso: Rosario Mancuso, who is also known as Joe Greco, spent 2 to 5 years in the Connecticut State Penitentiary for assault with intent to commit murder. He became an official of local 186 of the Hod Carriers, Building & Common Laborers Union in Utica, N.Y., and while acting in this capacity established gambling operations in a Plattsburgh hotel. Mancuso also has been president of the New Form Concrete Co. in Utica, N.Y., and has reputedly operated a number of enterprises for the Falcone brothers in Utica.

Mancuso also attended the meeting at Apalachin and went to the meeting with Joseph and Salvatore Falcone.

Louis Anthony Larasso: Larasso was a trustee of local 394 of the International Hod Carriers, Building & Common Laborers Union of America at the time he attended the Apalachin meeting. The night before the Apalachin meeting he registered at the Carlton Hotel in Binghamton, N.Y., with Frank Majuri, another official of local 394 of the Hod Carriers Union, who also attended the Apalachin meeting.

In 1952, Larasso and Emanuel Riggi set up a social club in Linden, N.J. He also set up a number of gambling games for men who were employed on jobs with the Hod Carriers.

Larasso refused to answer any questions as to his associations or on any of the subjects that were discussed at the Apalachin meeting.

Joseph Profaci: Profaci was born in Palermo, Sicily, and came to the United States at the age of 21. He also attended the Apalachin meeting.

He owns the Mamma Mia Olive Oil Co. and the Carmela Mia Packing Co., which are import and export businesses. He also has an interest in the United Uniform Corp.; the T.L.S. suit and coat factory, of Newburgh, N.Y.; Jerry James Frocks, Inc., of Newburgh; and Christine Dresses, of Brooklyn.

When questioned by Detective Thomas O'Brien of the New York Police Department on June 6, 1958, Profaci was in possession of a number of cards belonging to union officials. Among these were Frank B. Tortorici of local 222 of the International Jewelry Workers Union; Philip Wachtell, secretary-treasurer of local 138 of the Teamsters Union; Teddy Land of local 26, Restaurant and Cafe Employees Union; Edward Wisotsky, a delegate from the Blueprint and Photostat Union; Joseph Pecora, secretary-treasurer of local 883 of the Teamsters in Newark, N.J.; Frank Eulo of local 180 of the Teamsters in Oak Park, Ill.; and S. L. Zaeb of Local 275 of the Teamsters Union. (The latter is one of the locals controlled by Anthony "Tony Ducks" Corrallo).

Profaci was arrested for theft and attempted rape in Sicily in 1916, a charge which was dismissed. In 1920 he was arrested in Palermo, Sicily, for theft and false witness of a public document, for which he received a year in prison. He attended a 1928 meeting of the Mafia in Cleveland, Ohio. In 1949 he was arrested for violation of the Food and Drug Act, put on probation for a year, and fined $4,000. During the interview with Detective O'Brien on June 6, Profaci gave the following account of how he happened to be at the Apalachin meeting.

Mr. O'BRIEN. On June 6 he told me that this left leg hurt from a boat accident, and so he didn't like to drive, and he knew that this would be a fantastic story, and he didn't think I would believe it, but he said because of his bad leg he got an innocent man in trouble and his brother-in-law, Magliocco. He said he had a corporation partner in Philadelphia who had died and he wanted to go to Wilkes-Barre and other places to inform the jobbers that the man had died, and he also wanted to collect some debts.

This was the day before Apalachin. So he asked his brother-in-law, Magliocco, to drive him. He said they went first to Binghamton and stayed overnight, and they talked that night, and the subject said that Barbara had been giving Magliocco a lot of business and Barbara was a good friend of Profaci and it would be nice if they stopped in and made a personal touch, and to that he said the next day they didn't even know where Barbara's house was and they had to call and ask directions.

He said when they drove there, Profaci said he got out of the car and he saw some cars there, but he went right into the house and he went right into Barbara's bedroom and he paid his respects, and Magliocco stayed in the car all of the time, and he said he came out and he got in the car and started down the hill. At the bottom of the hill a car piled up and blocked the road and Magliocco said, "Do you think this is a stickup, Joe?" and Profaci said, "No; they are State cops."

They were asked by the State troopers to identify themselves, and Profaci said to show he was a right guy he gave his own identification, because he had his dead partner's registration, and his dead partner's operators' license in his pocket and if he wasn't legitimate he would have offered those in-

stead and no one would have known him but he was legitimate, and they told him to go on. Then he went to Wilkes-Barre, where he had his own barbecue and he paid $11 for it, and he called home the next day, and his wife was all excited and she said, "There was headlines in the paper about a Mafia meeting," and he said, "Well, gee, I hope no one got shot there." And she said, "No, it is just a meeting." And he said, "It is all right, the same old business, invisible government, the same old thing. All of this is the responsibility of the Communist newspapers in the United States" (p. 12348–12349).

Profaci declined to say anything about his association with such men as Charles "Lucky" Luciano; Frank Costello; Joseph Bonanno, known as "Joe Bananas"; Paul "The Waiter" Rica; Vito Genovese; Sebastiano Nani; Carlo Gambino; Jack Dragna; Natale Evola; Thomas Lucchese, known as "Three-Finger Brown"; Abner "Longy" Zwillman; Anthony "Tough Tony" Anastasia; John "Big John" Ormento; and John and Tom Dioguardi.

John Scalish: John Scalish has a number of arrests and served two prison terms, one in 1931 for attempted burglary and one in 1933 for robbery in Mansfield, Ohio. He is the operator of the Buckeye Cigarette Co. of Cleveland, Ohio, a cigarette machine service company, and was once head of the Mayfield Road gang in the Cleveland area.

Scalish refused to say anything about his association with William Presser, head of the Ohio Conference of Teamsters; John Angersola; Mickey Cohen; and "Big Al" Polizzi.

Russell J. Bufalino: Russell Bufalino was born in Montedoro, Sicily, in 1903 and is a cousin of William E. Bufalino, the head of local 985 of the Teamsters Union in Detroit. He owns and operates the Penn Drape & Curtain Co. in Pittston, Pa., and is connected with the ABS Contracting Co. and Bonnie Steward, Inc., of New York City. In this latter enterprise he is joined in interest by Dominick Alaimo and James Plumeri, alias Jimmy Doyle. He also has an interest in Claudia Frocks of New York City, in which Angelo Sciandra also has an interest. He was on the payroll of Fair Frox as an "expediter," the true nature of his employment being to prevent labor problems.

Bufalino attended the Apalachin meeting with Frank DeSimone, Simone Scozzari, and Joe Civello. When Scozzari was stopped at the roadblock in Apalachin, he was found to have $10,000 in cash on his person, although he listed himself as unemployed.

Bufalino refused to say anything about his association with such men as John Ormento, Nig Rosen, Dominick Alaimo, John Charles Montana, Vito Genovese, James A. Osticco, Frank Carbo, James Plumeri, Thomas Lucchese, and Santo Volpe.

Michael Miranda: He attended the Apalachin meeting with Carlo Gambino, New York labor relations consultant. As stated above, Miranda was implicated with Genovese in the 1934 slaying of Ferdinand "The Shadow" Boccia, charges which were ultimately dismissed because of the demise of two of the prosecution's principal witnesses. Miranda is associated with Tobacco Serv-

ices, Inc., 324 East 39th Street, New York. He is also listed as a Cadillac salesman for Hunton & Raffo, which deals in Cadillac hearses, ambulances, and service automobiles. When Charles "Lucky" Luciano was serving a prison term in New York, Miranda was among those who went to visit him in prison. Others whose names appeared on the prison records were Frank Costello, Meyer Lansky, Mike Lascari, and Willie Moretti.

Five of the witnesses during this hearing did not attend the meeting at Apalachin. Three were connected with the garment industry in New York, and two were identified as being prominent in underworld activity in St. Louis. All of these took the fifth amendment on all questions with the exception of Thomas Lucchese, also known as "Three-Finger Brown," who answered some questions and declined to answer others. Lucchese said that he was a dress contractor and that he was born in Palermo, Sicily, in 1898. He said he came to the United States around 1912. He became an American citizen on January 25, 1943. Lucchese said that some of the employees of his dress shops were members of the International Ladies Garment Workers Union but declined to answer the question as to whether all his employees were unionized. He admitted past and present interest in a number of business enterprises. They were:

Braunell, Ltd., of 225 West 37th Street, New York
Grand View Construction Co.
Fordham Hoisting Co.
The Interboro Window Cleaning Co.
Harvic Sportswear Co. (two factories, one in Scranton and one in Sweet Valley, Pa.)
Bob France Coat Co.
The V. & L. Hat Co.

In admitting ownership of these companies, however, Lucchese in most cases would not tell the committee who his partners were, how many employees worked for these companies, or whether they were unionized. In the case of the Harvic Sportswear Co., Lucchese said that he and his son owned the enterprise, but that there were around 110 employees and that they were members of the International Ladies Garment Workers Union. Lucchese said he had been arrested five or six times and convicted once for stealing automobiles in 1921. Lucchese was very positive that he did not call Abner "Longy" Zwillman, a New Jersey racket boss, and that he was not a member of the Mafia. He declined to answer, however, whether he knew Joseph Rao, Michael Coppola, Andino Papadio, Tony Bender, Frank Carbo, James Plumeri, John Dioguardi, Tom Dioguardi, Vito Genovese, Anthony "Tony Ducks" Corallo, Abe Chait, Joe Profaci, Joseph Stracci, and Charles "Lucky" Luciano. He said that he did not know any persons engaged in importing narcotics from Europe, but he took the fifth amendment as to whether he knew any men engaged in illegal gambling in New York.

The other three witnesses and the information in the possession of the committee concerning them are as follows:

Abraham Chait: Abe Chait is one of the major truckers in the garment industry in New York City. In 1918 he was convicted of carrying concealed weapons and grand larceny and received a sentence from 6 to 11 years in Sing Sing Prison. Chait is the owner of the Champion Trucking Co., which during the com-

mittee's investigation of Johnny Dioguardi was found to have been used by Anthony "Tony Ducks" Corallo as his headquarters on numerous occasions. The committee's investigation also disclosed that two of Corallo's chief lieutenants, Dick Kaminetsky and Carmine Tramunti, were present on the premises of the Champion Trucking Co. almost daily.

Chait also has an interest in the Burton Transportation Co., J. B. Express Co., Friedman's Express, and the Faultless Trucking Co. Chait also at one time had an interest in the Algam Corp., which was the holding corporation for the Yonkers Raceway. He is a substantial owner of racehorses. The Putnam Stables is operated by his wife and son, and he has an interest in the Good News Stables.

Chait is also an extensive owner of interests in dress shops. Among those were the Smart Sue, Inc., Citation Frocks, Inc., Prestige Frocks, Inc., Jackie Kay, Inc., Sandra Joyce, Inc., and Standard Dress Co., all of New York City; Madison Wearing Apparel of Wilkes-Barre, Pa.; Miracle Dress Co. of Pen Argyl, Pa.; and the Anita Dress Co. of Kingston, Pa. He also has an interest in the Tri-Lex Pawnshop and the Tri-Lex Check Cashing Service, Inc., of New York City, in which he is associated with Joseph Rosato, also known as Joey Palisades.

Chait refused to tell the committee anything about his connection with Corallo, Kaminetsky, Anthony Strollo, Benjamin Levine, or Sam Berger, former head of local 102 of the International Ladies Garment Workers Union. He also refused to tell the committee whether or not he was in business with Harry Toffel, owner of the Balmoral Hotel in Miami. The committee's information is that the two own the Charlotte County Land & Title Co. in Punta Gorda, Fla.

Chait also declined to say whether or not he had interceded with Dick Kaminetsky in late 1955 to have him use his influence to delay a strike at the Balmoral Hotel.

James Plumeri: Plumeri, who is also known as Jimmy Doyle, has residences in New York City and Miami, Fla. He is an uncle of John and Tom Dioguardi. He has been arrested eight times. In 1937 he was sentenced to 5 to 10 years in Sing Sing Prison for conspiracy, extortion, and assault. The codefendant in this case was his nephew, John Dioguardi, who also received a prison sentence at that time. He is the owner of the Ell-Gee Carriers, also known as Randy's Trucking Co., and the Barton Trucking Corp., both of New York. He also either owns or has an interest in the Advance Junior Dress Corp. of New York; the Reed Shoulder Pad Co. of Allentown, Pa. (also known as the Three Bros. Co.); the Richter Dress Co. and I. Richter, Inc., a trucking company, in New York City; the Seam Binding Co.; and the Bonnie Stewart Dress Co. (in which his partners are Russell Bufalino and Dominick Alaimo).

Plumeri refused to answer as to his associations with Sam Berger, former head of local 102 of the International Ladies Garment Workers Union, Harry Stromberg, also known as Nig Rosen, Angelo Sciandra, and Frank Carbo. He also refused to answer questions as to whether he was active in keeping certain

dress companies from signing contracts with the International Ladies Garment Workers Union. Plumeri also refused to testify as to whether or not he had attempted to push a well-known popular singer out of a window in a New York hotel in 1951 or 1952 because the singer would not marry a young lady that Plumeri wanted him to marry.

Frank "Buster" Wortman: Frank "Buster" Wortman is a longtime racket figure in the St. Louis, Mo., area. In one of the few questions he answered, Wortman testified he was not an officer of any labor union. However, he invoked the fifth amendment in answer to questions as to whether or not he ran any labor unions or received money from any labor unions.

Wortman has been arrested some 38 times and was sentenced to 10 years in Leavenworth and Alcatraz in 1933 for assault on a prohibition agent. He was released from Alcatraz in 1941 and became a part of both the old Shelton gang and the Capone mob, handling their affairs in southern Illinois. In a period after 1945 he had financial dealings with Orville Hodge, a top official of the State of Illinois, who was convicted several years ago of stealing State funds.

Wortman operated gambling casinos in the St. Louis area including the Terrace Lounge, the Red Rooster, the Club Preview, the Paddock, the Empire Club, the 7800 Club, the RR Club, and the Junction T Club. Wortman also operated racetrack wire services, including the Reliable News Service of Fairmount City, Ill., and the Pioneer News Agency of St. Louis. He also operated a number of handbooks in the St. Louis area, from which his take was estimated at approximately $25,000 a week.

The committee's interest in Wortman was heightened by the fact that he owns the Chicago-St. Louis Express Co., a large midwestern trucking concern. It was established that the Stephen Gorman Bricklaying Co. had done work on the home of Frank Wortman and an associate named Elmer Dowling, and that Wortman owed this company $67,300 as of June 30, 1958, 6 years after the work was completed. There had been no effort to collect this money because of Wortman's efforts to provide labor peace for the Stephen Gorman Bricklaying Co. through his connection with the Bricklayers Union in St. Louis.

Wortman was successful in placing 12 of his associates with criminal records on the payroll of the Stephen Gorman Bricklaying Co. Included among these were Sam Magin, who was hired as a public relations man, and Jimmy Michaels, who was hired as a labor relations man. The latter has a long record, consisting of 25 arrests, and served 13 years in the Illinois State Penitentiary at Joliet starting in 1938. Others placed on the Stephen Gorman payroll included Joe Yanco, with a long police record, who has served 10 years for robbery and 2 years for burglary and assault to kill; and Horace Love, also known as Frank Brown, sentenced to 15 years in 1931 for possession of burglary tools.

It was also established that Wortman operates jukeboxes through the Plaza Amusement Co., the stockholders of which include Louis "Red" Smith, convicted of mail robbery and tax

violation; Elmer "Dutch" Dowling, reputed enforcer for the Wortman mob; and Barney Barts, a well-known hoodlum.

Wortman also reputedly has an interest in the G. B. Realty Co. and the Cascade Hills Construction Co.

Sam Magin: Magin has acted as a front for Frank "Buster" Wortman in a number of enterprises, including the G. B. Realty Co. and the Cascade Hills Development Co. He has also acted in Wortman's interest in operation of the RR Club, the Junction T Club, the Cash Sales Co., the Empire Club, and the 7800 Club.

As mentioned previously in the report, the Bureau of Narcotics and other agencies have identified a large segment of the criminal underworld as the Mafia. Whether it goes by this or any other name, there is no doubt there is a highly organized criminal group, related by nationality, marriage, and other ties. Top hoodlums like Frank "Buster" Wortman, Meyer Lansky, and Abner "Longy" Zwillman, have found it expedient to mesh their operations with this group. The Apalachin meeting is historic because it did more to open the eyes of the public to the seriousness of the criminal conspiracy than almost any other event in the past 20 years.

In closing the hearing, the chairman declared:

> The testimony we have heard can leave no doubt that there has been a concerted effort by members of the American criminal syndicate to achieve legitimacy through association and control of labor unions and business firms. The extent of this infiltration poses a serious threat to the very economy of our country.
>
> The criminal syndicate which we have identified here as the Mafia has revealed an arrogant challenge to the Government and to the decent people of this country. The contempt with which the leaders of the underworld, as they have displayed it here on the witness stand, regard both their Government and the citizens of this country has been demonstrated repeatedly during the past week by their refusal to cooperate, even in the slightest degree, with this committee, which has a mandate to carry out an important function of this Government.
>
> The lack of regard which these racketeers and gangsters have for their country can be amply demonstrated by their extensive police records since arriving in the United States. In addition, it has been demonstrated in the case of Vito Genovese that he actively collaborated with the Italian Government after receiving his American citizenship and while the United States was actively at war with Italy (pp. 12487–12488).

FINDINGS—THE CRIMINAL SYNDICATE

The meeting at Apalachin, N.Y., on November 14, 1957, was symptomatic of the growing power of the American underworld. This growth is reflected in expanding economic enterprises, the continuing operation of vast illicit enterprises, and the infiltration of top hoodlums into labor, management, and management associations.

The committee's hearing into the activities of the criminal syndicate has firmly convinced the members that underworld infiltration of business and labor is a national problem. Despite strenuous local efforts in some parts of the country, the grip of hoodlums and racketeers on the American economy continues to grow.

The great variety of enterprises in which the "delegates" to the Apalachin conclave are associated is a key to the diversification achieved by the underworld since the repeal of the Volstead Act. During prohibition, the syndicate received training in organization which they have put to good use since.

Such Apalachin figures as Vito Genovese, Mike Miranda, and Russel Bufalino paraded the underworld's contempt for the Government and its institutions in their silent testimony before the committee.

The shocking testimony about the activities of Vito Genovese during World War II underlines this basic contempt for American law. Genovese had arrived in Italy prior to World War II, a fugitive from a murder charge in the United States—a charge which had to be ultimately dismissed because of the murder of two key witnesses against the gangland leader. Prior to arrival of American forces in Italy, Genovese received the highest civilian award of that then enemy government for services rendered during the war. With the arrival of the Americans, Genovese switched roles. While heading up an active black market ring which thrived on stolen American Army goods, Genovese acted as an interpreter for the Allied Military Government—service which earned him letters of commendation for his patriotism. Genovese was unquestionably able to use his close connections with Government officials to good advantage while being able to direct his criminal operations. These operations were finally exposed through the work of CID Agent Orange C. Dickey. Dickey testified before the committee that he experienced complete frustration in being able to prosecute Genovese after documenting the workings of the black market ring.

As clearly demonstrated by the committee's hearings, the problem of the criminal syndicate is a critical one requiring an early solution.

Because of its national aspects the committee recommends an immediate study by an appropriate committee of the Congress looking toward the most feasible method of coping with this menace.

SEPARATE VIEWS OF SENATOR KENNEDY

Because of the continued growth of the criminal syndicate and its organized infiltration into vital phases of the country's economy, both from the standpoint of management and labor, I feel compelled to make certain recommendations for the objective of more effectively dealing with this problem.

In the modern criminal underworld we face a nationwide highly organized and highly effective internal enemy. The hearings demonstrated beyond a doubt that local law enforcement officers for various reasons were incapable of dealing with this enemy. In isolated areas of the country special police units have been set up to deal with racketeers. This they do admirably within their local jurisdiction. However, they are powerless to deal with interstate aspects of the problem. Worse than that, many local law enforcement agencies are either unable or unwilling to do any kind of a job of racketeer control.

Numerous expert witnesses have appeared before the committee and recommended that a National Crime Commission be established to deal with the underworld problem on a Federal level. Such a commission as proposed would gather information on the top criminal leaders of the country, keep a close surveillance on their activities, and disseminate their information to local and State law enforcement agencies. It would not have law enforcement powers, but merely act as a factor or intelligence gathering agency.

It seems to me that because of the nationwide aspects of this problem, a separate Federal agency should be established or an appropriate existing Federal agency be expanded or modified to act as an intelligence gathering agency on organized criminal activities.

Certainly the clandestine meeting of at least 58 of the Nation's top hoodlums at Apalachin, N.Y., on November 14, 1957, attests to the urgent need for some action to be taken in this area. This very important meeting would have gone undetected by authorities, both Federal and local, had it not been for a series of fortuitous circumstances and an alert followup by the New York State Police.

I well realize that the formation of such a separate agency poses certain serious problems. Among those immmediately coming to mind are the danger of the Federal agency infringing on State and local law enforcement prerogatives, the eventual development of such an agency into a national police department, or the possibility of information assembled by such an agency getting into the hands of corrupt local police officials.

Although objections to a Federal agency for the above reasons are obviously valid, I am not convinced that they are insurmountable.

I therefore recommend that without further delay the proper committee of the U.S. Senate make a thorough study of the matter with the view to determining the most feasible and effective way of meeting the problem.

JOHN F. KENNEDY.

Senators Ervin and Church have approved and associated themselves with the above statement of Senator Kennedy.

STATEMENT OF SENATOR McCLELLAN

I am in full agreement with the foregoing statement of Senator Kennedy with regard to the establishing of a National Crime Commission.

To carry out effectively its objectives, the Commission should be clothed with the power of subpena and charged with the duty of holding hearings and reporting its findings and recommendations to the Department of Justice and to the Congress. It should also be authorized to report at intervals in its discretion to the Department of Justice specific information that it may obtain, and which in its judgment would be helpful to the Department of Justice in the enforcement of the criminal statutes of the United States.

Such Commission should have a permanent status. Its authority and duties should be such as will not in any way usurp or interfere with the functions of the Department of Justice and the FBI, but only to supplement and implement same.

JOHN L. MCCLELLAN.

Senators Ervin and Church have approved and associated themselves with the above views of Senator McClellan.

SEPARATE VIEWS OF SENATORS MUNDT, GOLDWATER, CURTIS, AND CAPEHART

We have approved the findings on the criminal syndicate with the reservation that it is not to be inferred that we recommend establishment of a National Crime Commission. We agree with the position of the Department of Justice, that creation of such a commission or agency would be undesirable for the following reasons:

1. Such an agency would be a costly accessory to already existing establishments such as the FBI which already disseminates on a daily basis through well-established channels innumerable items of interest to local, county, State, and Federal agencies. The information thus disseminated may relate not only to those matters over which it has jurisdiction but also to those which may be of interest to agencies receiving it. In addition, the facilities of the Identification Bureau of the FBI are available to all law enforcement agencies, and at the same time the FBI laboratory aids local police agencies in connection with investigation of criminal matters.

2. The creation of such a federally sponsored agency could be construed as an attempt on the part of the Government to inject itself into local and State police affairs. Moreover, regardless of restrictions which might be imposed upon it, it must be recognized that there would be immediate demand that it handle the failure of local law enforcement. This would result in a form of supervision over local agencies and would be a short step from the creation of a national police force which is contrary to our traditional concepts of local self-government in the field of law enforcement.

3. There is a definite possibility that such an agency would provide an official medium for the dissemination of unverified data consisting of rumor and gossip which would not only reflect adversely upon accurate law enforcement work but could also be used to injure innocent persons. Individuals motivated by revenge or other corrupt motives could submit information for dissemination which is entirely false.

4. Where there may be corrupt officials in charge of administrations of municipal, county, or State agencies, there is no assurance that any information of the type proposed would not find its way into the hands of those criminals who are in league with such venal or corrupt officials.

Utilizing a special study made for him on organized crime and racketeering, the Attorney General decided well over a year ago that what was needed was not the creation of any new organization or any superstructure on the Federal level to impose itself on already existing well-equipped and well-functioning organizations.

Early in 1959 the Attorney General formed within the Department of Justice, the Organized Crime and Racketeering Section which has the function of coordinating the efforts of the FBI, the Treasury enforcement agencies such as the Alcohol and Tobacco Tax Division, the Internal Revenue Service, the Narcotics Bureau, the Bureau of Customs, and the Secret Service. Liaison is maintained with the Army, Navy, and Air Force as well as the Securities and Exchange Commission, the Federal Trade Commission, the Department of Labor, the Department of Agriculture, and the Department of Health, Education, and Welfare.

Key men in the program are the U.S. attorneys in some 90 offices throughout the United States, who are responsible for on-the-spot enforcement. When symptoms of organized crime are spotted either a special assistant from the Antiracketeering Division is called in, or a local U.S. attorney takes charge of the investigation, contacts the chief of each Federal investigative agency in his district, requesting all significant data. This man acts as the central coordinator for information concerning individuals and activities in his district and, working closely with local law enforcement officials keeps the Department of Justice informed through an area coordinator. Through this precision-geared information mechanism local officials are quickly notified of violations of State laws, and the various Federal agencies are informed of violations of Federal law, and the Department of Justice is prepared to move swiftly.

We recommend against any legislation which would in any way impede the present program of the Department of Justice and the FBI. If legislation is to be adopted in this field it should be carefully worked out in close cooperation with these departments.

We recommend instead of establishment of any new agency that the Government Operations Permanent Subcommittee on Investigations be empowered to investigate in the field of organized crime and improper activities in the labor or management field when the situations arise wherein such investigations might serve a legislative purpose.

KARL E. MUNDT.
BARRY GOLDWATER.
CARL T. CURTIS.
HOMER E. CAPEHART.

JOSEPH P. GLIMCO AND LOCAL 777, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHICAGO, ILL.

The series of hearings which the committee initiated March 11, 1959, centered on certain Teamsters Union officials in the Chicago area. The gamut of fear, violence, extortion, and autocratic control of a union which had marked the committee's disclosures in so many other locals of the Teamsters Union were again revealed. Of particular interest in these hearings was the development of new aspects of exploitation of union members by their leaders through the collusion with management and the manipulation of unions' health and welfare plans to the personal enrichment of a few dishonest ones at the expense of the union members.

It was inevitable that any inquiry into racketeering in labor unions in Chicago should eventually focus on Joseph P. "Joey" Glimco, president of the Taxicab Drivers, Maintenance & Garage Helpers, Local Union No. 777, International Brotherhood of Teamsters. This man, long prominent in the underworld, became president of the 5,000-member Taxicab Drivers Union and at the same time maintained his close connections with Chicago's major gangsters and hoodlums.

Glimco, whose surname was originally Glielmi, was born at Campagna, Salerno, Italy, January 14, 1909, and came to this country December 13, 1913, with his mother. Glimco was twice denied citizenship for lack of good moral character, which was apparent from his long criminal record. Citizenship was finally granted him, however, on June 23, 1943.

The extent of Glimco's activities carried over into fields other than his control of a labor union, so that the committee's investigation fell into six major categories: (1) Glimco and the Fulton Street Market, (2) Glimco's operation of Teamsters Local 777, (3) Glimco's associations with major gangsters, (4) Glimco's dealings with Frank V. Pantaleo, (5) the Dearborn Insurance Agency, and (6) John T. O'Brien and Teamsters Local 710.

Glimco and the Fulton Street Market

Harry Thieme, a farmer at Paw Paw, Mich., gave an interesting insight into the history of Glimco's "shakedowns" in the Fulton Street Market—a lucrative enterprise that Glimco operated as a sideline.

Twenty-eight years ago, Thieme organized the Poultry Handlers' Union, Local 650. Shortly thereafter, he was contacted by William "Witt" Hanley, then head of Teamsters Local 703, the produce drivers' union and known as "Boss" of the market area. Hanley expressed his extreme resentment of Thieme's organizing the Poultry Handlers, and thereafter pressure was exerted on Thieme to resign from the union. Contacts by hoodlums Willie Bioff and George Brown,

threatening phone calls, and finally the threat of death by three unidentified thugs forced Thieme to withdraw from the union.

After a few months in Texas, Thieme returned to Chicago, and worked as a poultry solicitor, joining local 663. When some of the members asked Thieme to run for office in the union, he first obtained Hanley's approval, after which he ran for the office and was elected.

Thieme said that after his election, he paid Hanley $1 per month for each member of local 663. This was a "payoff" for Hanley's approval of Thieme's election, and this financial arrangement continued until Hanley's death in 1944.

Upon the demise of Hanley, Joey Glimco took over as the boss of the Fulton Street Market. It was most significant that, at that time, Glimco was affiliated with local 777, the Taxicab Drivers' Union, and had no legitimate interest in the poultry industry. Although Dominic Senese and John Smith were the active business agents of Teamsters Local 703, the Produce and Poultry Drivers' Union, Glimco became the most important figure in the Teamsters in the Fulton Street Market area, even though Thieme was never certain of the exact position Glimco held.

On one occasion, Senese and Smith beat Thieme up rather badly, although Thieme was vague in furnishing the committee the exact reason for this assault. According to the witness, Glimco at different times suggested to Thieme that he get out of union activities, and retire to his farm, while during this same period, Thieme continued to receive threatening calls.

In a much publicized case in Chicago, Glimco in 1954 was indicted by the Federal grand jury for extorting money from poultry dealers in the Fulton Street Market. Thieme told the committee that he had testified against Glimco before the grand jury, but he did not testify in the subsequent trial. During this period of time he was living in fear as a result of anonymous telephone threats and threats from Glimco himself. After Glimco was acquitted in March 1957, Thieme got out of the union and the Fulton Street Market, and took up farming.

Arthur Nelson of Park Ridge, Ill., provided further information regarding Glimco's racket enterprises in the Fulton Street Market. Nelson operated a scavenger business in the market from 1914 to 1948. He was paid by various poultry houses to pick up feathers, which he in turn would sell for $5 a load to such companies as the Burton-Dixie Co., a mattress and bedding manufacturer. This procedure was changed in 1936, when Abraham Sumner and Witt Hanley "schemed" to get the feathers direct from Nelson. Thereafter, Nelson no longer sold his feathers, but instead turned them over to the Sumner Cartage Co., who in turn sold them to Burton-Dixie. Sumner would, however, prepare checks payable to Nelson for the sale price of these feathers. Nelson did not get to keep the money, but instead was required to cash the checks and turn the proceeds over to Witt Hanley as a "kickback." Nelson related that after Hanley died in 1944, Nelson was contacted by Joey Glimco, who instructed him to continue the same arrangements of cashing the checks, but to pay the money to Glimco.

Nelson identified for the committee those checks he had cashed, the proceeds of which were furnished to either Hanley or Glimco. He

told the committee that the payments to Glimco ran as high as $125 per week but averaged from $50 to $60 a week, and that on Glimco's instructions, he, Nelson, paid the income tax on the money, even though he never received the proceeds. It was noted that for 1944 these checks totaled $5,604.75, and in 1945, the amount was $2,244.25.

Further indications of Glimco's power to extort became evident as Nelson described how he sold his business in 1948. For reasons of health, he desired to withdraw from his business in the Fulton Street Market and arranged, therefore, to sell his enterprise to Walter Dudek and his brother. In order to do this he was forced to pay $4,000 to Joey Glimco (pp. 17766–17770).

Walter Dudek, 3536 South Kedzie, Chicago, gave further information on the purchase of the scavenger business from Mr. Nelson. He said he paid Nelson $14,000 in cash, and made out two promissory notes for $2,000 each to make up the total sale price of $18,000. One note was made to Nelson, and the other $2,000 note was made out directly to Joey Glimco. Dudek told of meeting Glimco through Nelson and Glimco himself told Dudek that he, Glimco, was "the Boss" of the Fulton Street Market (p. 17772).

After taking over the business from Nelson, Dudek continued to turn over the feathers which he collected to the Sumner outfit, but no effort was made to pay Dudek for the feathers. Dudek testified he did not expect money for the feathers and claimed that turning the feathers over to the Sumner Co. saved him a scavenger bill.

Samuel Sumner, 5931 North Bernard Street, Chicago, furnished information regarding the "feather shakedown." He told of purchasing feathers from Nelson which he in turn sold to either the Burton-Dixie Co. or the Globe Feather Co. When Dudek purchased the scavenger business from Nelson, Sumner stated he got his feathers from Dudek, but paid for the feathers directly to John Mallec, a chicken inspector for the Chicago Poultry Board, a private organization. It appeared that Mallec was Glimco's "bagman," but Sumner denied he knew of any relationship between Mallec and Glimco. He stated he made these payments to Mallec as a sort of commission, because Mallec was instrumental in having Dudek bring the feathers to Sumner. It was brought out that the amount paid Mallec by Sumner from 1949 to April of 1957 was $24,069. In response to repeated questions, Sumner admitted that these "commissions" to Mallec may have been some kind of a "kickback," but denied knowing that the money went from Mallec to Glimco (p. 17777).

Sumner was questioned regarding the union membership of his employees. He stated he had five drivers, none of whom belonged to Teamsters Local 703, which is so solidly entrenched in the Fulton Street Market. Sumner said he and his brother, the owners of the business, did belong to local 703, but he was unable to explain why the other drivers in his company had not been organized by the union. It was significant to the committee that the two business agents for local 703 in the Fulton Street Market area were Dominic Senese and John Smith, who were closely allied to Glimco, and that these business agents made no effort to organize Sumner's employees while Sumner was "paying off" to the boss of the market, Joe Glimco.

John Mallec, 2246 West 24th Street, Chicago, refused to help the committee and took the fifth amendment on all questions, even regarding his occupation as inspector for the Chicago Poultry Board.

He refused to furnish any information as to his actions as an intermediary in the payments to Glimco from Sumner.

At this point there was introduced into the hearings the sworn affidavit of Mrs. Marilyn Nicolai of Broad View, Ill., who had been employed in the health and welfare office of local 777 from January of 1953 to September of 1955. In her sworn affidavit, Mrs. Nicolai told how "Big John" Mallec called at the union office once a week to see Mr. Glimco. When Glimco was absent, Mallec left an envelope for Mr. Glimco which Mrs. Nicolai would place on Glimco's desk (p. 17784).

When Dominic Senese, vice president and business agent, local 703, who lives at 35th Street and Myers Road, Hinsdale, Ill., appeared before the committee, he was questioned as to why the employees and drivers of Samuel Sumner had never been organized and he likewise hid behind the fifth amendment. He also invoked the fifth amendment as to his participation in the beating of Mr. Thieme and, in fact, even pleaded self-incrimination on questions as to his position in the union, although cautioned by the chairman that in so doing he, Senese, was subjecting himself to possible contempt proceedings.

During the questioning of Senese, it was brought out by the chief counsel that Senese lives in a home valued at between $70,000 and $80,000, and is closely associated with Joey Glimco. One of Senese's neighbors is gangster Joey Aiuppa. This latter character had been the subject of the committee's previous inquiry into the Hotel and Restaurant Workers Union in Chicago, where it was brought out that Aiuppa in years past had been responsible for shipping machineguns for Al Capone and handling machineguns for John Dillinger. Senese refused to tell the committee about the construction of his home by Frank V. Pantaleo, who had done the expensive remodeling work at local 777, which will be described later in this report. Senese was questioned regarding his financial interest in the Broadway Sheet Metal Works Co. along with Victor Comforte and Anton Moody. He was questioned, also, regarding his interest in the Vernon Farms Products Co., but he would furnish no information.

Through Staff Member Calabrese, the committee was informed that partners with Dominic Senese in the Vernon Farm Products Co. were Frank Pantaleo, Victor Comforte, Frank Senese, and Sadie Senese, Dominic's wife. This is a wholesale egg business in the Fulton Street Market, so that Dominic Senese functioned not only as a union official in that area, but also as a company owner.

Glimco's Operation of Teamsters Local 777

As the committee directed its attention to Teamsters Local 777, the Taxicab Drivers Union, it learned how Joey Glimco used his training in the Chicago underworld to operate a labor union.

Dominic Abata, former president of this local and now a delicatessen operator, provided some interesting background on the history of this 5,000 member union. Abata, one of the founders and president of local 777 from its inception to the year 1951, told the committee that in 1937 Glimco came into his union, stating "He was wished on me by William Hanley." Hanley, it will be recalled, was Glimco's predecessor as boss of the Fulton Street Market.

Abata described how Glimco, although not a union official at that time, proceeded to set up the union as a "racket" for his own personal aggrandizement. Starting about 1939, Glimco required the officials of the union to kick back to him a major part of their salaries. George Marcie, the secretary-treasurer of the union, would prepare a voucher each week for Abata to sign for a weekly salary of $175. Abata, however, was allowed to keep only $71 of this amount, kicking back the balance to Glimco. Other union officials required to make similar kickbacks were George Marcie, Robert Markov, Joseph Coca, William Pritkin, and James Connors. Glimco himself at that time was receiving $125 a week salary from the union so, including all of the kickbacks, Glimco the gangster was getting $608 a week from this source. To add insult to injury, Abata testified, the individual union officers were forced by Glimco to pay the income tax on the total amount shown by the union records as being paid to them, even though they did not get to keep it all. In his own case, Abata said, he paid Federal income tax on $9,500 per year, although actually receiving some $3,500 (pp. 17751, 17752).

Abata was able to furnish no information as to why he allowed himself to be subjected to such an injustice, stating only "Well, that is the way it was set up, and that is the way I went along with it. I batted absolutely zero against him (Glimco)." He explained that William Hanley of local 703 was the person who set this whole arrangement up for Glimco.

Abata said he got out of the union in the latter part of 1951, doing so for his own safety. He explained that a friend of Glimco's by the name of Rocco Fenelli first told Abata to get out of the union. This he refused to do, and several weeks later he was contacted by Joey Glimco, who himself told Abata to get out of the union, and asked him if he would take $5,000 to leave. Abata stated that he finally agreed to leave after his wife, who was ill at the time and fearful for his safety, begged him to get out of the union. He advised he was paid a year's salary, $10,000, plus an additional $3,000 for income taxes on the basic amount, in order to leave.

Under further questioning, Abata told the committee that in about 1946 or 1947, he was badly in need of money, so he took $3,000 from the union over and above his regular salary. He stated, however, he repaid this amount by kicking back his $100 a month expense money, and by the time he left the union, the $3,000 he had taken had been paid off. In the course of this questioning, it came out that all of the union officials had been getting $100 a month expense money which they had been kicking back to Glimco in addition to the major part of their salaries, which provided Glimco with an additional $600 per month rakeoff. This amounted to over $3,000 a month Glimco took from the union treasury under the guise of legitimate salaries and expenses to the officers.

A new angle in employer-employee relationship was developed during Abata's further testimony. The chief contracts held by local 777 in Chicago were the two large taxi companies, namely the Yellow Cab Co. and the Checker Taxi Co. Abata stated that while he had nothing to do with the arrangement, the same having been originally entered into by Witt Hanley, the union was turning back to the companies either 7½ percent or 10 percent of the dues collected from the union

members, the employees of the cab companies. Abata stated that while president of the union, he did object on several occasions to this kind of an arrangement, but was told by the companies that they needed this rebate in order to pay for the additional help necessary to operate the union checkoff system for payment of employees' union dues.

The committee was amazed at this situation, which was the first of its kind so far disclosed in over 2 years of hearings. Investigator Alphonse Calabrese explained to the committee how this arrangement operated. The two major taxicab companies, Yellow and Checker, used the checkoff system, deducting the union dues from the pay of each employee, and transmitting these dues to the union in a lump sum. The union in turn rebated to the companies a certain percentage of this amount. When boiled down, this meant that the employees of the taxicab companies were paying a part of their dues back to their own employers by subterfuge, and unbeknownst to themselves.

Mr. Calabrese testified that the amount of the union dues rebated to the companies was originally 10 percent, but about 1947 was reduced to 7½ percent. He said the records of the two taxicab companies reflect that from 1937 to December 31, 1957, there was returned to the Yellow Cab Co. $169,180 of the money their employees had paid in as union dues. Under similar conditions, the Checker Taxi Co. received $137,786.51. The total rebated to the two companies was $306,966.51. Including the year 1958, the total amount returned to the companies was $327,491.46. It is significant that this arrangement was discontinued after the investigation by the committee into the matter got underway. As Calabrese explained it the contracts between the union and the two taxicab companies, signed in January 1959, made no provision for this type of refund for the checkoff system (pp. 17757–17758).

Miss Laverne Murray, Glimco's secretary at the union's health and welfare fund, was in a position to have been of real service to the committee. This young lady, who presented a very attractive appearance, indicated from the very beginning that she was a major part of the Glimco conspiracy. She started off by taking the fifth amendment on the nature of her work or occupation. The impact on the committee of her attitude is best expressed by the following question, Miss Murray's reply, and the chairman's comment:

> Miss Murray, do you honestly believe—are you conscientious about that—do you honestly believe that if you told what your profession is, what your work is, what your livelihood is, that it might tend to incriminate you?
>
> Are you honest about that?
>
> (The witness conferred with her counsel.)
>
> Miss MURRAY. I do.
>
> The CHAIRMAN. You are? I am sorry for you.
>
> Proceed, Mr. Kennedy. It is pitiful, pitiful (p. 17811).

Miss Murray was questioned regarding her interest in the home where she held a title jointly with Joseph Glimco. She invoked the fifth amendment as she did on all questions regarding her work at the union, her salary, and whether or not she was under bond in connection with her position. She would only admit that she was single and that her father and mother were living. She refused to

furnish any information regarding the fidelity bond of Joe Glimco, which was canceled May 15, 1956, and regarding her own bond as an employee of the health and welfare fund, which was canceled May 12, 1958, because of nonpayment of premiums. She had no comment when the chairman stated—

> You and Glimco and the whole gang ought to be kicked out, you right along with them (p. 17813).

At this time in the hearings, staff member Alphonse Calabrese presented to the committee a hotel bill paid by local 777 to the Hotel Bel Air in Los Angeles, Calif., July 2, 1953, for $1,045.65. According to Calabrese, the hotel records showed that the registration at the hotel for this bill was Mr. and Mrs. J. Glimco, 1224 North Park Avenue, Oak Park, Ill. The hotel bill covered a $30-a-day room, and such miscellaneous expenses as flowers, photographs, and beauty shop services. The address of 1224 North Park Avenue was neither her address nor Joe Glimco's, but was the former address of William J. "Witt" Hanley, former boss of Teamsters Local 703, who died in 1944, as indicated previously in this report. The hotel bill was paid by a check drawn on the treasury of local 777. Mr. Calabrese testified that expert handwriting examination by the FBI laboratory reflected that the check had been made out in the handwriting of Laverne Murray. Calabrese further pointed out that the union records reflected that the amount of this check was charged on the union books to "entertainment expenses." Miss Murray refused to furnish information regarding this payment to the Hotel Bel Air or to explain why she was there as Mrs. J. Glimco (p. 17815).

The committee explored certain other union expenditures and the personal finances of Joseph Glimco. James F. Mundie, of the committee's staff, told how the investigation developed that Joseph Glimco, like James Hoffa, handled all personal financial transactions by the use of cash, and that Glimco maintained no personal bank accounts. For ordinary expenditures, Glimco would have certain places of business, in which he was interested, draw checks to meet these expenditures, and then reimburse the individual business houses in cash. This strange practice even extended to the payment of life insurance premiums. Mundie testified concerning Glimco's procedure to conceal his purchases of 337 shares of A.T. & T. stock. This stock was purchased by Glimco during the years 1956 to 1958 in an amount totaling $53,958.31. One hundred and seventy-five shares of this stock were purchased in the name of Glimco's son, Joseph P. Glimco, Jr., and an additional 121 shares were purchased in the name of Glimco's daughter, Joanne M. Glimco. There were 37 additional shares purchased in the name of Glimco's daughter along with his wife Lena, and 3 shares in the name of his son and daughter together. There were other small purchases in the names of various members of his family, totaling 337 shares. Among these were 20 shares purchased on an application signed by Frank V. Pantaleo. By and large Joe Glimco followed the pattern of remaining anonymous as illustrated above by concealing his personal participation in these stock transactions. This practice is consistent with that used by other underworld characters who have obtained influential positions in labor unions.

Jack S. Balaban, of the committee's staff, told the Senators of an apartment maintained at the Oak Park Arms Hotel in Oak Park, Ill.,

rented under the name of Joe Glimco at the rate of $7 per day, which was charged to organizing expenses of local 777. Union expenditures for the rental of this place between September 1955 through April 1958 totaled $6,282.62. Staff member Alphonse Calabrese then told the committee about another financial transaction of local 777, which involved one of Jimmy Hoffa's pet projects. On February 29, 1956, local 777 purchased from its treasury a building lot from Sun Valley, Inc., in the amount of $890. This purchase was charged to the general fund of the union, with the explanation, "As per instructions from Hoffa, as good investment in a lot, the executive board passed the motion to purchase one lot." It will be recalled from previous hearings in connection with James Hoffa that Sun Valley, Inc., was a real estate promotion in Florida, financed indirectly with union funds, with Hoffa and some of his associates retaining a personal interest through an option to purchase Sun Valley stock. Sales of these lots were made to various union locals and union members.

Calabrese then outlined for the committee additional expenditures from the treasury of local 777 by Joey Glimco which were highly questionable. One was a payment of $4,289.89 to cover one-third of the entire cost of the James Hoffa dinner in Miami, Fla., September 29, 1957. This was an affair put on at the Hotel Fontainebleau in Miami. Two other Teamster locals in the Chicago area paid the balance of this $13,000 banquet. Two cabana parties held in Miami were paid from the treasury of local 777 in the amount of $864.33. Then there was an all-expense tour of the Caribbean islands for three of the delegates of local 777, George Marcie, Joseph Coca, and Oscar Kofkin. At that time, Marcie was secretary-treasurer, Coca was president, and Kofkin was vice president. The total expenses for this plush tour were $1,656, all from the dues of the cab drivers in local 777.

Through Mr. Calabrese, it was brought out that Joe Glimco came to Washington, D.C., to attend the trial of James Hoffa in the summer of 1957 when Hoffa was tried in Federal court under charges of bribery. The hotel bills for Mr. Glimco, which were paid by the treasury of local 777, totaled $7,094.55, and included the expenses of both Glimco and Oscar Kofkin.

Calabrese told the committee of an additional incident involving a trip to Chicago by one of the attorneys who represented Hoffa in the bribery trial in Washington, D.C. In Chicago, this attorney's hotel bill, amounting to $216.43, was paid by Teamsters Local 777, and the voucher in the union's files contained a notation "Hotel bill as per Kofkin's instructions, public relations, entertaining" (p. 17828).

Something new in the committee's hearings was provided by the testimony of Maurice Adler, who operates the Acme Secret Service Ltd., a private detective agency in Chicago. Adler told the committee that he was hired by Joey Glimco to conduct an investigation of certain police officials of the Chicago Police Department during the period from March 4, 1957, to March 25, 1957. The purpose of his investigation was to determine whether or not the police officers were tapping any of Glimco's telephone wires. Adler stated that at that time Glimco led him to believe that Glimco had certain contacts within the Chicago Police Department, but these persons were never identified to Adler. Adler stated that he called Glimco's

attention at one time to the fact that the investigation was getting rather lengthy, and rather expensive, at which time Glimco told Adler to continue with the investigation. Adler's total bill was $3,840, which was paid to him in a check drawn on the treasury of local 777. It was brought out that this occurred at the time that Glimco was under indictment and awaiting trial in Federal court for extorting money from poultry dealers in the Fulton Street Market, and the $3,840 was a part of the $124,000 of union funds which Glimco expended to defend himself on these criminal charges (p. 17833).

George Marcie, who had been secretary-treasurer of local 777 since 1937, was brought before the committee at this stage of the hearing. In his position, he could have filled in many missing links of important information regarding Glimco's manipulations of the union's treasury. However, rather than provide any solution, Marcie demonstrated to the committee that he himself was a large part of the problem. He invoked the fifth amendment on his occupation, his position in the union, and everything relative to his various business enterprises. Marcie would not even admit that he was secretary-treasurer of local 777, nor that he received $15,600 per annum salary, plus a new Cadillac each year.

When it was brought out that Marcie's membership in the Tam O'Shanter Country Club cost the union $10,611.99, Marcie again had nothing to say (p. 17835).

The committee wanted to know something about Marcie's enterprises, which he operated along with his union activities. These included the Don Marcie, Inc., and the Best Sanitation & Deodorizing Co., both of which occupy space in the building owned by local 777. The Best Sanitation & Deodorizing Co. performs janitorial and deodorizing services in toilets. Through Jack Balaban, of the committee staff, it was brought out that Joe Glimco himself had solicited accounts for the Best Sanitation Co., which at one time carried Glimco's son, Joseph Glimco, Jr., on its payroll at $130 per week. Among the accounts of Best Sanitation were companies with whom the union had contracts, such as the Checker Taxi Co. and the Yellow Cab Co., together with a large number of the individual local unions in the Chicago area. Included also among the customers was the Orchid Flower Shop, owned by the wives of Tony Capezio and "Little New York" Campagna, two notorious Chicago gangsters.

The committee was informed by Balaban that Don Marcie, Inc., was a cosmetic company which had originally been called Gro-Mar Industries, Inc. The records of this company showed an expenditure of $1,200 charged as rental expense. The checks for this purpose were drawn but the proceeds were kept by someone, according to Balaban, as the money was never received by local 777. Don Marcie, Inc., is controlled by Marcie together with his wife Rose and stepson Don, while Marcie was at the same time secretary-treasurer of local 777. Marcie refused to throw any light whatever on the $1,200 charged to his personal business as rental but never received by local 777, stating that the answer might incriminate him. He took the fifth amendment on any and all questions pertaining to both Don Marcie, Inc., and the Best Sanitation & Deodorizing Co.

Further evidence of corruption in the operation of the union treasury centered around a $2,750 invoice to the union from the Schor

Glass Co., ostensibly for installing new glass and window frames in the union building. Printed across the face of the invoice, over the words "Schor Glass Co." was the name "Gro-Mar Construction Co." Balaban explained to the committee that Sam Bankendorf, owner of Schor Glass Co., had said that at one time he had rented space in the building owned by local 777, but that he had never heard of the Gro-Mar Construction Co. Balaban explained that the payment of this $2,750 was charged to the union, but that the canceled check and the check stub are among those union records which are missing and were not made available to the committee. When asked if he stole that money from the union, Marcie again declined to answer on grounds of self-incrimination.

The Orchid Flower Shop owned by the wives of gangsters Campagna and Capezio came in for some nice business from local 777. It was brought out that in a period of a little over 7 years, the bill for flowers paid to this shop by this union was $11,973.31.

Oscar Kofkin, vice president of local 777, and Joseph Coca, trustee and office manager, appeared together before the committee and performed a duet on the fifth amendment. Kofkin claimed self-incrimination on questions regarding his position in the union, his $13,500 annual salary, on his arrests for murder and assault with a deadly weapon, and on his reason for his staying in Washington with Glimco during the bribery trial of James Hoffa (pp. 17843–17844).

Coca was questioned regarding his presidency of local 777 from the time Abata was forced to resign in 1952 until February 1958, when Glimco assumed the office, even though Coca had 2 more years to serve, on his regular term. He declined to answer on grounds of self-incrimination. Coca was questioned regarding the payment to Frank Pantaleo of $85,000 for the construction job at the union headquarters, which testimony showed was worth only some $36,000. He was also queried regarding the hotel room maintained at union expense at the Oak Park Arms Hotel, and about his Caribbean trip, paid for by the union members. To all of these questions, he invoked the fifth amendment.

From Michael Gaglione, the committee attempted to obtain information regarding Glimco's influence in certain other labor unions besides local 777. Gaglione, an official of local 18–B of the Picture Frame Workers' Union, Chicago, Ill., like all the other witnesses friendly to Glimco, refused to furnish to the committee any cooperation whatever.

Gaglione declined to answer any questions as to why Glimco's union, local 777, paid the hotel bills for himself and Raymond Gaglione, a relative, in Cleveland, Ohio, in February 1955, while they attended a wedding in that city. He was equally uncooperative when queried regarding the Melody Pub in Chicago, a tavern for which he holds a license. Gaglione was also asked about the license issued for his son, Vincent, to operate another tavern, known as Ace's Spider Web, a hangout for dope peddlers and addicts, but he invoked the fifth amendment to all questions even as to his union affiliations (p. 18004).

After hearing the evidence of the corrupt management of the Taxicab Driver's Union, followed by a parade of Glimco's underlings, the committee was anxious to hear what Glimco himself had to say.

Joe Glimco was first brought before the committee on April 24, 1958, in order that the committee could obtain his personal books and records, and the books and records of Teamsters Local 777. It was evident from the very beginning that Glimco not only would be uncooperative, but would impede the committee's investigation in every possible way. He furnished his name and address, then immediately invoked the fifth amendment when asked to explain his occupation.

At this time Glimco claimed self-incrimination on his personal and business records and on his relationship with prominent Chicago hoodlums. He was uncooperative on all questions as to the extent of union records in his possession and therefore, in open hearing, additional subpenas were served on him by the chairman (pp. 17702–17722).

When Glimco reappeared before the committee in March of 1959, there was much to ask him based on the testimony the committee had heard regarding his operation of Teamsters Local 777. When asked by the chairman to state his name, place of residence, and business or occupation, Glimco replied, "Joseph Paul Glimco, 629 Selbourne Road, Riverside, Ill., and I am an American citizen." When the chairman then asked him when he became an American citizen, Glimco invoked the fifth amendment. The impact of this contemptuous gesture toward the Senate committee and to the United States is reflected in the remarks of Senator Mundt:

> Senator MUNDT. May I say that I think the Chair is on exceedingly firm ground. If the witness persists in being in contempt of the committee on this point, we should certainly take every step that we can in citing him for contempt of Congress, because by no remote stretch of the imagination can any judge hold that becoming a citizen of the United States, telling us the date on which he obtained that great distinction, could incriminate anybody.
>
> Too many people try to avoid deportation and denaturalization, and we should not permit that to stand in the record, Mr. Glimco.
>
> If you want to let that stand in the record before this committee and the Congress, and are ashamed of your American citizenship to that extent, let the record so declare (p. 17845).

On further questioning, Glimco also took the fifth amendment when asked if he had ever abused his citizenship. There was little in his past life he could talk about without incriminating himself, as he monotonously repeated the fifth amendment to all questions. He was queried by the chief counsel regarding the "kickbacks" of over $3,000 a month he took from the wages of the other officers of local 777; about the "shakedowns" of the merchants on the Fulton Street Market; about his acquaintance with prominent gangsters, such as Accardo, Ricca, Capezio, Campagna, and Alex, and his reliance on these associates to help him obtain these "kickbacks." Other questions to Glimco involved his support of Jimmy Hoffa and Hoffa's continued support of Glimco; his defrauding the union by some $50,000 paid to the contractor Frank Pantaleo from union funds over and above the probable costs of remodeling the union hall, and whether this $50,000 excess was used to build Glimco's own home. He was asked what he was doing at the Bel Air Hotel in Los Angeles with Laverne Murray, and why the union had to pay over $1,000 for this trip. Further question-

ing of Glimco had to do with the continuous rental of a room for him at the Oak Park Hotel. Other union expenses the committee asked him about were the $7,000 spent for Kofkin and Glimco to stay in Washington, D.C., during the bribery trial of Jimmy Hoffa, the Caribbean trip for the other union officials, Glimco's $20,000 a year salary, and the new 1959 Cadillac furnished him from the dues of the union members. Glimco was questioned in detail about the 10 percent and 7½ percent rebates of the union dues which he gave back to the taxicab companies who were the employers of the dues-paying members—a shocking situation in labor-management relations—and he refused to offer any explanation of this unusual situation claiming self-incrimination. Regarding the two companies operated on the side by George Marcie, the Best Sanitation & Deodorizing Co. and Don Marcie, Inc., for whom he himself solicited business, Glimco took the fifth amendment when asked if he had been a toilet deodorizer salesman. To answer would incriminate him, he said. In response to all of the pertinent questions, Glimco pleaded the fifth amendment. He was unable to name one single benefit that he had ever obtained for the rank and file members of local 777.

An important aftermath of the March 1959 hearings on Joe Glimco was the reappearance of Dominic Abata before the committee on July 1, at which time he was accompanied by Chicago taxi drivers Cecil J. Clark and Everett Clark. These men represented a large group of the membership of local 777 who, under the name of the Democratic Union Organizing Committee, were attempting to throw off the yoke of Glimco's corrupt control of the membership and form a new independent and democratic labor union.

Abata, who headed up the reform group of taxi drivers, told how the harassment by Glimco had reached such a stage that the Chicago Police Department had detailed detectives to furnish Abata protection 24 hours a day. On one occasion the officers noticed Kenneth Colling, a Glimco henchman, in the vicinity of Abata's home, but otherwise no overt acts of violence toward Abata were performed.

Everett Clark described further the means resorted to by Glimco to stamp out opposition within the rank and file membership. The two big employers, the Yellow Cab Co. and the Checker Taxi Co. had fired a number of the anti-Glimco drivers, presumably at Glimco's instigation. Others like Everett Clark had their bookings decreased. As the men took petitions around to get signatures they were intimidated and the petitions taken away and torn up by Glimco's goons.

Everett Clark said that on one occasion six men approached his cab at the Northwestern Station and beat him up, requiring three stitches to repair an eye injury. On another occasion Kenneth Colling, a Glimco goon, told Clark if he didn't get down to see Glimco, Colling would "smear him up."

Cecil Clark said his wife had received an anonymous phone call telling her that her husband would be killed. A separate incident occurred at Chicago's Midway Airport as Cecil Clark was waiting in the cab line for a customer. A Yellow Cab driver named George Crandall asked about Clark's activities in getting petitions signed, then significantly called Clark's attention to the ease with which the Teamsters could put a man on the roof of a nearby building and "pick you off." Cecil Clark never returned to the airport for fear someone would carry out the threat.

Clearly demonstrating that the leadership of the Teamsters International was solidly behind Glimco and his hoodlum associates in retaining their tyrannical control of the members of local 777 was a letter dated April 29, 1959, from International Vice President John T. O'Brien to Joe Glimco which reads in part as follows:

> DEAR SIR AND BROTHER: This will acknowledge receipt of your letter of April 21, 1959, with reference to the action taken by your executive board on April 20, concerning the so-called Local 777 Democratic Union Organizing Committee.
>
> As you requested, I have made an investigation into the matter. After carefully examining the situation, I advise you, your fellow officers, and all members of local 777 of my findings as follows:
>
> 1. The so-called Local 777 Democratic Union Organizing Committee is a dual and secessionist movement within the meaning of and prohibited by the international constitution.
>
> 2. This group is led by people who are not members of the Teamsters Union and who have no rights or business in the Teamsters organization of local 777 under the international constitution or the local bylaws.
>
> 3. The so-called organizing committee is attempting to oust and replace the Teamsters Local 777 as bargaining agent for Yellow and Checker taxi drivers and inside workers.
>
> 4. The rump organization is misusing the name of local 777 in its title and probably has misled members of Teamsters Local 777 into signing petitions which they believed were official papers of your organization.
>
> 5. Members of Teamsters Local 777 who take part in this dual movement or do anything else knowingly to aid it may be subject to the disciplinary procedures of article 18 of the international constitution and the parallel provisions of your local 777 bylaws.
>
> Accordingly, I recommend that you read this letter to your regular membership meeting on May 4, 1959, and that you otherwise acquaint your membership with the dual union character of the so-called Democratic Union Organizing Committee. I also recommend that you read article 18 of the international constitution in its entirety to your membership meeting (p. 19279).

As Chief Counsel Kennedy described it, "In other words, they were ready to take disciplinary action against the union membership who were trying to clean up the union. Mr. O'Brien appeared before the committee and took the fifth amendment."

Glimco and Kenneth Colling were questioned about these terrorist tactics being used to stamp out any democratic movement within the union. As was expected, they both invoked the fifth amendment to any and all questions (pp. 19272–19283).

GLIMCO'S ASSOCIATIONS WITH MAJOR GANGSTERS

Staff Member Alphonse Calabrese provided the committee with some of the background and associations of Joey Glimco. Glimco's extensive police record consisted of 36 arrests for a variety of crimes,

ranging from disorderly conduct and vagrancy through larceny, prohibition violations, assault with auto, robbery, and included attempted murder and murder. The prominent hoodlums and underworld characters described as known associates of Glimco included Anthony "Tony" Accardo, Paul "The Waiter" Ricca, Louis Campagna (deceased), alias "Little New York", Anthony "Tough Tony" Capezio (deceased), Jake "Greasy Thumb" Guzik, Gussie Alex and Murray "The Camel" Humphreys. In addition, it was brought out that Glimco as a union leader was a close associate and one of the chief lieutenants of James R. Hoffa, international president of the Teamsters (p. 17735).

Glimco's Dealings With Frank V. Pantaleo

In its review of Glimco's misuse of union funds, there was one deal involving Frank V. Pantaleo which was of such a flagrant nature as to merit special comment. Jack S. Balaban of the committee's staff told the committee that in 1952 and 1953 there was expended from the union funds a total of $85,325, ostensibly for construction work and renovation of the union headquarters. He introduced the minutes of a union meeting held December 1, 1952, reflecting that the members voted to build an additional office into the union hall "to provide more space for additional records regarding hospitalization only." It is noted here that this particular union meeting lasted only 15 minutes.

All of these payments for construction, according to Balaban, were made to Frank V. Pantaleo, a Chicago contractor, and consisted of a series of 15 checks at various dates and of various amounts. The checks were written over a period extending from December 8, 1952, to December 1953. Balaban explained further that the union records did not contain any invoices from Pantaleo to support these payments. Furthermore, Frank V. Pantaleo himself refused to produce for the committee his own business records relative to this construction work at the union hall, and had been thoroughly uncooperative. Further light on this situation was provided by the introduction of an affidavit from Mr. Thomas Havey, a certified public accountant who had made an audit of the financial records of local 777, for the period extending from September 1, 1949, to August 31, 1954. In his affidavit, Havey swore that all invoices for $100 or more were examined by him during the audit, thus indicating that the Pantaleo invoices were then a part of the union records, but had been subsequently concealed or destroyed (pp. 17797–17798).

The large sum of $85,325 charged to the construction of one or two rooms in the union office was enough to arouse the committee's skepticism. The missing invoices to substantiate these payments, coupled with Pantaleo's refusal to cooperate, strongly supported the committee's suspicion. Further information of value was furnished by Mrs. Marilyn Nicolai. In her affidavit previously mentioned in this report, Mrs. Nicolai said that when she went to work in the health and welfare office of the union in January 1953, the office had been recently remodeled, and all of the construction work at that time was complete.

In an attempt to ascertain just what the cost of this remodeling at the union hall could have been, the committee called on the expert opinion of Mr. George Blum of Chicago. Mr. Blum is highly quali-

fied in the estimating of construction and remodeling costs, as he is an investigator and adjustor of fire losses with 36 years' experience. He told the committee he was familiar with the interior of the union building of local 777, at 1213 Blue Island Avenue, Chicago, having first investigated some fire damage there in the year 1947. As a result of another fire in the same building in January 1957, Blum had occasion to again inspect the interior of the building, and noted the construction changes that had been made since his initial visit. With this background, Blum prepared an estimate of the maximum construction cost involved to have put in the new construction plus refinishing the old rooms, plus a new heating plant, plus refinishing some sptce on the first floor. Figuring all prices on the generous side, the maximum figure for all possible improvements to the union building in the 10-year period of 1947 to 1957 was $35,803, which included a margin of profit. It is noted that there is a $50,000 differential between the payments to contractor Frank V. Pantaleo which were charged as construction expenses for the union hall and the maximum amount that could justifiably have been spent for this purpose (p. 17804).

Of particular interest to the committee at this time was the construction of Glimco's new house by the same contractor, Frank V. Pantaleo. This house was being built during the same period of time the exorbitant amounts were being paid out for the remodeling of the union headquarters. As recounted by Balaban, Frank V. Pantaleo built a house for Glimco during the year 1953 at 1215 North Oak Park Avenue, Oak Park, Ill. Actual title to this house was transferred from Pantaleo, the builder, at a price of $44,000, on October 7, 1953, to a trust agreement, the beneficiaries of which were Joseph P. Glimco and Miss Laverne Murray. Laverne Murray was then Glimco's secretary at the health and welfare office of the union, and still held this position at the time of the hearing. Balaban explained to the committee that Joey Glimco and Laverne Murray, in 1956, sold this house for $40,000 to one Peter Pappas, owner of the Ranger Restaurant on North Avenue, Chicago, a place frequented by Glimco and his associates. Payments by Pappas for this house were made in two separate checks, which were cashed by Frank Pantaleo, the proceeds presumably then going to Glimco and Murray (p. 17795).

The committee 2 years previously had developed the information regarding the home of Dave Beck, president of the Teamsters International out in Seattle, Wash., where it was found that the cost of construction had been surreptitiously siphoned from the union funds. In the case of Glimco's house, the facts began to build a similar pattern. However, it was hoped by the committee that the principals involved would be able to fill in some of the missing details.

Frank V. Pantaleo, the contractor who did the work on the union hall while at the same time building a home for Joe Glimco, was called before the committee to provide some of the necessary information. As testified previously by Mr. Balaban, Pantaleo had declined to turn over his personal records relative to the construction work at local 777 and Glimco's house. In his appearance before the committee, Pantaleo indicated immediately that he had no intention

of giving the Senators any cooperation whatsoever. He invoked the fifth amendment on all questions pertaining to his business and its relationship with Joe Glimco or local 777. He refused to produce any more records bearing on the subject matter.

Testimony showed that Glimco obtained an $18,000 mortgage from the Pioneer Trust & Savings Bank as part payment of the $44,000 purchase price of the house. No records could be found of the payment to Pantaleo from Glimco of the payment of $26,000. Since both Glimco and Pantaleo refused to answer the committee's questions on grounds of self-incrimination, the only inference to be drawn is that excessive expenditures from union funds for the reconstruction of the office were diverted to pay the $26,000 balance on the house.

It was brought out by Chief Counsel Robert F. Kennedy that Pantaleo had attended a banquet in Detroit for Jimmy Hoffa in company with Joseph Glimco, the expenses of which were paid by local 777. When asked to explain why the union paid his expenses, Pantaleo continued to mumble the fifth amendment. Relative to the Hoffa banquet in Detroit, Alphonse Calabrese of the committee staff told the Senators that the expenses at the Hotel Statler in Detroit for Joseph Glimco's group at the time of the Hoffa banquet was $308.08, and that Pantaleo was a member of this group. It was further revealed in the hearing that Pantaleo was at one time a partner in the construction business with Charles "Cherry Nose" Gioe, notorious slain gangster of the Chicago syndicate (p. 17807).

Victor Comforte, secretary-treasurer of the Broadway Sheet Metal Works, Inc., was asked to fill in with some of the missing information regarding the construction at the union headquarters. It had been brought out that Dominic Senese of Teamsters Local 703 also had an interest in the Broadway Sheet Metal Works, Inc., and that this company had a subcontract under Frank Pantaleo to do some of the remodeling work at the headquarters of local 777. That this amount of work was considerable was indicated by the fact that $15,570.84 was paid by Frank Pantaleo, the contractor, to the Broadway Sheet Metal Works.

James F. Mundie of the committee's staff testified that the records of the Broadway Sheet Metal Works Co. showed that L. A. Moody and Victor Comforte surrendered a $1,000 interest in their business on April 30, 1954, to be credited to Dominic Senese, business agent of Teamsters Local 703. Mundie advised that Senese's capital account in the company as of April 30, 1958, had increased to $22,935.71. This was accomplished with no investment by Senese. With this background, the committee attempted to obtain from Mr. Comforte some additional facts which would round out the story of the entire situation. Mr. Comforte, like the other principals involved, invoked the fifth amendment on all pertinent questions. When it was brought out that he also had an interest in a jukebox company known as the Distributing Corp. of Illinois, Comforte refused to reply. In the course of questioning, it was brought out by Chief Counsel Kennedy that the Broadway Sheet Metal Works Co. was a subcontractor for some 60 percent of all of the

Government Nike missile sites in the Chicago vicinity. This information gave rise to the following comments by the chairman:

> The CHAIRMAN. Now we find these same characters and their company out doing work for the Government in preparing its defense installations in this country; is that correct?
>
> Mr. KENNEDY. That is correct.
>
> The CHAIRMAN. The Chair shall direct a letter to the department of Government having jurisdiction of this construction work, and which is responsible for making these contracts, to make immediately a thorough investigation into the activities of this company.
>
> If what the record has disclosed here is true, I think they should be hereafter eliminated from eligible consideration as a bidder on any Government work. I do not believe this Government ought to be doing business in the building of its Defense Establishment in this country, the thing upon which our very survival may depend—I don't think our Federal Government should be doing business with people who have to hide behind the fifth amendment with regard to their business transactions. I hope some prompt and effective action is taken to correct this situation.
>
> Senator Church, have you any comment?
>
> Senator CHURCH. No comment except, Mr. Chairman, that I concur in the sentiments you just expressed, wholeheartedly (pp. 17819–17820).

(As a result of forwarding the above information to the Department of Defense, the chairman was informed by Secretary of the Army Wilber M. Brucker, on March 24, 1959, that all of the subcontracts held by the Broadway Sheet Metal Works, Inc., on the Nike missile site construction had been completed except one, which was 95 percent complete. Secretary Brucker informed he was instructing the Corps of Engineers to terminate the remaining subcontract and stated, "I view the refusal of the officials of this company to answer questions relating to its work for the Government on grounds of self-incrimination to be of such a serious and compelling nature as to warrant their debarment by the Department of the Army and to be declared ineligible for further Department of the Army contracts or subcontracts and instructions have already been issued to this effect."

THE DEARBORN INSURANCE AGENCY

The operation of union health and welfare funds for a number of unions had come under the close scrutiny of the committee several times during its hearings, and from these investigations there were developed some of the most flagrant cases of corruption and misuse of funds. In the case of the Dearborn Insurance Agency in Chicago, the committee developed some new angles on the operation of health and welfare funds where benefits for rank and file union members and their families were sacrificed to provide plush commissions for certain insurance agents and their front men.

While Dominic Abata was on the witness stand, he was questioned briefly regarding the health and welfare fund provided for the mem-

bers of local 777. Again a situation unique in the committee's experience was revealed. The members of local 777 had a health and welfare plan based on contributions by the employers, but instead of a board of trustees made up of representatives of both the union and the employers, Joseph Glimco alone was the sole trustee for this large fund. Abata was unable to inform the committee as to why such a condition existed, stating that he was not originally informed of the health and welfare plan, and never knew that it existed until the health and welfare office was moved into the union quarters. He stated it was all arranged by Glimco without Abata's knowledge, even though Abata was president of the union.

Alphonse Calabrese of the committee's staff informed the committee that the health and welfare plan of local 777 was carried by the Occidental Life Insurance Co. of which the Dearborn Insurance Agency was the agent, and that this plan for the members of local 777 was the only program of its nature underwritten by the Occidental Co. without a board of trustees. Calabrese testified that the only explanation offered by the major cab companies in Chicago regarding this unique situation was that—

> This was part of the contract, to contribute to the health and welfare fund, and they had no interest as to what happened after they paid or fulfilled their obligations under the contract.

Calabrese furnished the background on the formation and operations of the Dearborn Insurance Agency. The principal officer of this company was Harland R. Maris of Oakland, Calif., who was an insurance agent for Harry Wraith in Oakland. Wraith operated a general agency for the Occidental Life Insurance Co. of California, which is the same company that handles the insurance for the Western Conference of Teamsters. The testimony of Calabrese on the background of the Dearborn company is set forth hereafter.

> Mr. CALABRESE. Mr. Maris met Mr. Frank Keenan, K-e-e-n-a-n, in 1948 or 1949, at Pebble Beach, Calif., while playing golf. Mr. Keenan was an alderman in Chicago and the county assessor in Cook County, Chicago, Ill.
>
> Senator MUNDT. What year was this?
>
> Mr. CALABRESE. In 1948 or 1949, Senator.
>
> Mr. KENNEDY. We have the documents to show how they met, and they mention that in some letters; is that right?
>
> Mr. CALABRESE. Yes, and also through an interview with Mr. Maris himself, Mr. Kennedy.
>
> Mr. Keenan interested Mr. Maris in coming to Chicago to try to obtain pension plans for unions in the Chicago area. Mr. Maris accepted and did go out, and for a year or so endeavored to get pension plans through various local unions, contacts from which he obtained from Keenan and certain others that I will discuss later.
>
> But he was unsuccessful in his endeavor to obtain the pension plans. However, he was successful in obtaining health and welfare plans in 21 cases, and I will refer to them as 21 Chicago cases, most of which were local unions in the Chi-

cago area. One of them was local 777, Joe Glimco's Taxicab Union.

As a result of this, or on the basis of this work they were to obtain, that they felt they were going to obtain in Chicago, Dearborn Insurance Agency was incorporated under the laws of Illinois on March 3, 1949, and the stockholders of record were H. Maris, president, 65 shares; John W. Murray, vice president, 26 shares.

Mr. KENNEDY. Who was he?

Mr. CALABRESE. He is a Chicago businessman, and real estate construction business, and he was necessary to the corporation because he was, or he had a resident broker's license, which was necessary under the Illinois law for Dearborn to obtain these policies, these 21 Chicago cases.

The third one was Mr. Frank Keenan, who held 26 shares.

The fourth one was Mr. Elmer Crane, listed as secretary, and Mr. Crane, C-r-a-n-e, held 26 shares, and Mr. Crane is a local attorney.

The fifth member was Mr. Allen Creitz, A-l-l-e-n C-r-e-i-t-z, who held 39 shares, making a total of 195 shares, and the par value was $10. Mr. Creitz was the group manager of the group department of Occidental Life Insurance Co. in Chicago.

Mr. KENNEDY. He was actually working for the company?

Mr. CALABRESE. He was actually working for Occidental Life Insurance Co.

Mr. KENNEDY. And he also became interested in this brokerage company, to handle the insurance?

Mr. CALABRESE. That is correct.

Mr. KENNEDY. He was doing both things?

Mr. CALABRESE. Yes, sir.

Mr. KENNEDY. Was Occidental Life Insurance Co. aware that he also had an interest in this brokerage company?

Mr. CALABRESE. As far as we are able to ascertain, they stated no, they were not aware of it.

Mr. KENNEDY. There was no indication that they were aware of it?

Mr. CALABRESE. That is right.

Mr. KENNEDY. That was Mr. Creitz, who had the double interest?

Mr. CALABRESE. Yes, sir.

Mr. KENNEDY. Since that has been brought to the attention of the Occidental Insurance Co. within the last week or so, his services have been terminated with the Occidental Insurance Co.?

Mr. CALABRESE. I believe he was asked to resign, yes.

Now, this corporation was in existence until May 31, 1952, at which time it was dissolved and the Dearborn Insurance Agency, a partnership, was formed on June 1, 1952, and the partners were: H. R. Maris, and he had a 34 percent interest in the partnership and a salary of $7,200 a year; Mr. Elmer Crane had a 22 percent interest, and his salary was $3,000

a year; and Mr. Creitz had a 22 percent interest, and he had a salary of $3,000 a year; and Mr. John Murray, 22 percent, and he had a salary of $3,000 per annum. Mr. Creitz was in the partnership up until May 31, 1957, when for reasons of his own he felt that he had best sever his connection with the partnership.

The CHAIRMAN. What did this partnership do now?

Mr. CALABRESE. Well, the partnership actually took over the assets of Dearborn Insurance Agency, Inc., and they dissolved the corporation and they became partners.

The CHAIRMAN. In other words, the Dearborn Insurance Co., Inc., was dissolved and the assets or the interest in it was distributed among partners?

Mr. CALABRESE. Among the partners, yes.

And I might add, Mr. Keenan left the corporation in May of 1952. His shares were turned in and were purchased by Mr. Murray for $5,000.

The CHAIRMAN. When was this partnership entered into and the corporation dissolved?

Mr. CALABRESE. The corporation was dissolved on May 31, 1952, and the partnership begins on June 1, 1952.

Mr. KENNEDY. There is some indication, which we will go into in greater detail, that there were some silent partners involved in this insurance company; is that right?

Mr. CALABRESE. Yes.

Mr. KENNEDY. In the brokerage agency, in the Dearborn Insurance Agency?

Mr. CALABRESE. Yes; that is correct (pp. 17854–17855).

Calabrese told how lucrative an enterprise the health and welfare funds turned out to be for Maris and his associates. During the period extending from March 1950 to February 1959, the total premiums paid in to the Occidental Co. by the 21 groups was $16,154,-443.96. The commissions and other fees paid by Occidental during this same period totaled $1,015,611.10. That Maris did very well for himself on these deals was emphasized by these additional facts.

Of the $1,015,611.10, the Dearborn Insurance Agency was paid a total of $739,206.86. Although Harland Maris was the principal owner of this company, he had another deal on the side with the Occidental Insurance Co. which enabled him to glean for himself some additional profits unbeknownst to his associates in the Dearborn company or to the trustees of the various health and welfare funds. How this was done is explained in Calabrese's further testimony.

Mr. CALABRESE. $739,206.86 was paid to Dearborn Insurance Agency, Inc., and Dearborn Insurance Agency, by Occidental. The next breakdown is $3,684.54 which was paid to the Maris-Scully Corp.

The CHAIRMAN. How much was that?

Mr. CALABRESE. $3,684.54. At this point, I might explain that once the polices have been awarded on these 21 Chicago cases, Mr. Maris went to Occidental Life Insurance Co. personnel and advised that since he had expended large sums of

money in Chicago endeavoring to obtain these 21 cases, that he felt that he should get a commission or override direct to him.

The CHAIRMAN. Thas is where the overcommission or overage commission comes in?

Mr. CALABRESE. Another commission.

The CHAIRMAN. Over and above and exclusive of that paid to the company?

Mr. CALABRESE. That is right, to Dearborn Insurance Agency.

The CHAIRMAN. It is an individual, a personal payment?

Mr. CALABRESE. Right. This was done in the form of a contract between Occidental Life Insurance Co. and the Maris-Scully Corp., which had been set up on January 15, 1949, and was incorporated under the laws of California. It was located in Oakland, Calif.

The stockholders were Maris, who had 85 shares; Clarence Scully, who had 10 shares, and who was also an agent working out of the Harry Wraith general agency in Oakland; and Miss Aileen Tipton, who had 5 shares. Miss Tipton was Mr. Maris' secretary from 1946 until approximately 1956.

This corporation then was dissolved on January 31, 1951, and the assignment of the rights that the Maris-Scully Corp. had with Occidental was then assigned directly to Harland R. Maris. So Harland R. Maris, as an individual, then received $5,192.74 from Occidental.

Then Mr. Maris formed the Wheeler-Maris Co., another California corporation located in Oakland, and this was incorporated on November 1, 1951. The stockholders were Mr. Maris, with 55 shares; his wife, Merle Maris, with 40 shares; and Miss Aileen Tipton, who received 5 shares in approximately 1955 or 1956, making a total of 100 shares.

The assignment of the rights that Mr. Maris had individually insofar as Occidental was concerned, was assigned to the Wheeler-Maris Co. so that we find that as of December 31, 1951, when the rights were assigned, to December 1957, Wheeler-Maris received $165,986.91 from Occidental Life Insurance Co.

Senator MUNDT. Were these rights in the form of a written contract with Occidental?

Mr. CALABRESE. That is correct, Senator, as I understand.

Senator MUNDT. You have read the contract?

Mr. CALABRESE. They were agreements that changed with each change in the policy. But we have that information from Mr. Dandy, of Occidental Life, who is here. We have the termination of the contract.

Senator MUNDT. What, in general, was the nature of the services that Mr. Maris or his companies provided for Occidental?

Mr. CALABRESE. They provided no services, sir (pp. 17857–17858).

As Calabrese pointed out, the agreement between the Occidental Co. and the Wheeler-Maris Corp. was terminated in December 1957, when the partners in Dearborn learned of this secret arrangement and protested to Occidental.

Also cut in for a part of the commissions was the Harry Wraith general agency of Oakland, Calif., which received $100,112.38 during the same period. Of particular significance here was the fact that Harry Wraith, being a general agent for Occidental in Oakland, Calif., had nothing to do with the processing of claims in the 21 Chicago cases, and none of the general agents in the Chicago area where the insurance was in force received anything whatsoever. This overwrite was allowed Wraith ostensibly for assistance he furnished Maris in the beginning toward obtaining the 21 Chicago health and welfare funds.

With the background information on how the 21 Chicago cases were obtained for the Occidental Life Insurance Co., and a review of the large commissions which were paid, the committee then went into the matter of the commissions themselves. Chief Counsel Kennedy made this explanation:

> Mr. KENNEDY. I might say, Senator, that we went into Occidental Insurance Co. about March of 1957, particularly into the awarding and the receiving of insurance for the Western Conference of Teamsters, which was awarded by Mr. Dave Beck. We went into the fact that George Newell, who was the broker, received very high commissions, and that he then went into business with Mr. Frank Brewster, and then there was the payment to Mr. Frank Brewster for walking his horse. We went through all of that business. Then there was the fact that they went into a company in which Mr. Brewster made some $40,000, how they went in as equal partners, and how Mr. George Newell lost some $40,000, and the fact that there were excessive commissions paid in that particular case.
>
> Rather than going through all of the cases that the Occidental Insurance Co. had, we made a comparison to the standard that was set up by insurance companies generally as to what commissions should be paid. We thought that was the best standard to use (p. 17865).

Commencing in March 1950, and at intermittent dates thereafter, these 21 group insurance policies were underwritten by Occidental in the Chicago area through the Dearborn Agency.

Using the code adopted in 1957 by the National Association of Insurance Commissioners, an analysis was made by Staff Investigator Martin S. Uhlmann which clearly showed the excessive commissions paid by the Occidental Co. on these policies. The figures on the individual policies are set forth in the following table:

Group insurance written through Dearborn Insurance Agency, Chicago—Underwriter, Occidental Life Insurance Co.

Policy No.	Policyholder	Commission payments made	Commission per rates of N.A.I.C. Code	Excessive commissions	Overwrite commissions (allowed)	Net excess after overwrite	Premiums
2773	Board of trustees of highway drivers health and welfare fund, local 710	$244,059	$86,356	$157,703	$28,542	$129,161	$6,791,374
1920	Board of trustees of the dockmen's health and welfare fund, local 710	30,180	10,820	19,360	3,772	15,588	296,111
1966	Board of trustees of the highway drivers, local 710	20,991	8,961	12,030	2,501	9,529	205,240
3571	Board of trustees of highway drivers and dockmen's health and welfare fund, local 710	10,726	11,419	(693)	1,103	(1,796)	161,975
2113	Trustees downtown hotels	224,197	58,426	165,771	29,996	135,775	4,277,128
2445	Chicago residential hotels	8,739	7,556	1,183	1,115	68	159,476
2410	Local joint executive board of Hotel and Restaurant Employees and Bartenders International Union	4,771	5,026	(255)	670	(925)	93,340
2306	Trustees of the Chicago residential hotels	33,063	16,971	16,092	4,266	11,826	596,540
2217	Bismarck Hotel Co	4,568	3,781	787	627	160	61,112
3753 3754	Distillery and rectifying workers	4,438	6,966	(2,528)	140	(2,668)	123,347
2015	Board of trustees of Teamsters health and welfare fund, local 513	1,154	1,115	38	94	(56)	7,944
3592L	Chicago Waiters Alliance Union Local 25	6,898	5,492	1,406	1,002	404	100,192
3455	Standard Freight Lines, Inc	600	703	(103)		(103)	6,274
2383 3415 3416	Taxicab drivers, maintenance, etc., local 777	144,140	44,672	99,468	16,604	82,864	308,416 84,781 1,869,894
4748	Taxicab drivers, local 777	839	818	21	134	(113)	21,212
2421	Trustees of comm. drivers, local 703	73,013	28,049	44,964	9,546	35,418	983,884
2328H	McGarry Nut Products, Ltd	143	173	(30)		(30)	1,088
3970	Charles Tabor Oldsmobile, Inc	616	729	(113)		(113)	5,116
	Total, 21 policies	813,134	298,033	515,101	100,112	414,989	16,154,444

Source material from which the above was compiled may be found in the files of the select committee.

Uhlmann's analysis showed that out of the $813,000 paid in commissions under these policies over $515,000 was excessive including overwrite commissions of more than $100,000 paid to Harry Wraith, general agent for Occidental. The significant point in the testimony regarding the size of the payments to Dearborn was that the excess commissions were as much as 300 percent on the larger policies and only 15 percent or less for the smaller policies. This is emphasized by the following:

> The CHAIRMAN. In other words, in this instance they only paid what you might term to be 15 percent in excess, whereas on these big contracts that you have been talking about, they have been paying up as high as three times or nearly three times what the premium should have been.
>
> Mr. UHLMANN. Yes.
>
> The CHAIRMAN. That is your testimony? That is the effect of it the way I interpret it.
>
> Mr. UHLMANN. Yes, sir. That is precisely what I intended to say (p. 17888).

It was of further significance that all of the excess commissions

applied to four union groups, three of which comprised Teamsters locals. These were:

Union group:	*Excess commission*[1]
Local 710 (Teamsters)	$188,000
Local 777 (Teamsters)	99,000
Local 703 (Teamsters)	45,000
Locals of the Hotel & Restaurant Workers Union	183,000
Total excess	$515,000

[1] Includes overwrite commissions of $100,000 paid by Occidental to Harry Wraith, general agent at Oakland, Calif.

On Local 710 of the International Brotherhood of Teamsters was paid the largest excess commission of the four union groups above. There were some unusual circumstances surrounding the policies for local 710 which were of interest to the committee. As explained by Uhlmann, the Central States Conference of Teamsters entered into a group insurance agreement with the Union Casualty Co. on March 15, 1950, at which time James R. Hoffa and Michael J. Healy, vice president of local 710, negotiated for the union. The general agent for the Union Casualty Co. in Chicago at that time was Allen Dorfman. The close relationship between Hoffa and Dorfman and the excessive commissions received by Dorfman in Teamster Union insurance had assumed such proportions as to have merited separate previous hearings by the committee. It was approximately 10 days after the insurance contract was negotiated with Union Casualty Co. through Dorfman that O'Brien pulled his union out of the Central States agreement and took out the health and welfare plan for local 710 with Occidental through the Dearborn Agency. It was this development that attracted the committee's attention. The reason for this became apparent as the committee brought out the interest in the Dearborn Agency of O'Brien and Frank Brown, former president of local 710.

The manner in which Harland R. Maris, founder of the Dearborn Insurance Agency, went about writing the initial group insurance in this case was enough to question his motives.

Staff Member Calabrese introduced a letter written January 18, 1949, by Maris to Allen L. Creitz, regional supervisor, Occidental Life Insurance Co., of Chicago, wherein he stated:

> It seems to me the only solution to this problem would be to have one of your political friends put enuogh heat on someone so that your name would be brought into the deal. This is an excellent piece of business with an approximate $600,000 annual premium. Whatever steps you feel necessary, please take, because I am stymied from this end (p. 17892).

It is noted that Frank Keenan was at that time an alderman in Chicago, and ultimately became a part owner in the Dearborn Insurance Agency.

The method of operation was further clarified by the introduction of a blank contract prepared by Attorney L. W. Wrixon in January 1950, for Maris, for the procurement of the hotel and restaurant workers' business. The purpose of the contract, to be entered into

between the Dearborn Insurance Agency and persons unidentified, is set forth in paragraph 2 of the contract as follows:

> The contractor agrees to furnish agency with contacts among local union officers and employees located in the State of Illinois who are affiliated with the Hotel & Restaurant Employees' International Union, and contractor further agrees that he will provide agency and its officers and employees with such assistance as he is legitimately able to furnish, directed toward the sale and installation by agency of welfare plans involving the issuance of insurance contract as required by said plans (p. 17894).

This manner of getting business was even more unusual when it was brought out that such contractual relationship was to remain secret, as indicated by this clause:

> From and after the dates hereof, each party hereto agrees that he or it, as the case may be, will not directly or indirectly disclose to any other person, firm, corporation, or organization (*a*) the names of any persons or officers contacted by either party hereto in connection with the selling and/or installation of welfare plans; or (*b*) any of the methods or procedure employed in devising, selling, and/or installing welfare plans (p. 17894).

In this connection, the committee was told that James Blakely was the official of the Hotel & Restaurant Workers with whom the Dearborn Agency was maintaining contact.

Such furtiveness was hardly in keeping with the high standards of ethics usually observed in the insurance field. However, as the committee went into the details of the Dearborn Agency's relationship with certain Teamster officials, the picture took even a more sinister turn.

Introduced into evidence as exhibit 27 was a letter written by Maris to John W. Murray January 10, 1951, which because of its importance is quoted verbatim:

> DEAR JOHN: Enclosed is a check for $93.99 for some additional commissions.
>
> As Allen told you, I will be in Chicago on Monday. I am preparing a statement which will show all commissions received since March 1, 1950, and also a statement of all expenses and payouts since that time. Allen's secretary is sending me the month-by-month breakdown so I can project the commissions and renewals for 1951. The income thus establish less expenses will be the basis on which I propose salaries or bonuses to be distributed in 1951. If, after talking to the accountant and the taxman, it appears advisable to pay salaries, I think we should start them immediately, effective in 1950, so as to set out pattern for 1951.
>
> I would like you to have lunch with me and Allen on Monday at the hotel and go with me to see Schultz, the taxman, at 2:30. I want you and Al to get a clear picture of how we have to handle these payouts so we will all be in unison when the explanation is made to the stockholders.

If it is convenient, will you have your secretary list the checks that we have paid out, and it will be a simple matter for us to complete the statement with that at hand. Also, have you received any commission checks from the Equitable? If not, will you ask Allen to telephone Lou Caroll at the Equitable Group Department and ascertain what the commissions and premiums are and when they will be paid? It seems to me, John, that this premium was around $50,000, and even with their low commissions I believe there will be several thousand dollars' commission.

After you and Allen and I have lunch and see the taxman, I propose that we call Frank Keenan in Florida, review it with him, and get his proxy by telephone. On Tuesday morning I have an appointment with O'Brien and Brown to close the Taxicab deal and will go over the entire statement as outlined above with them. Then I think we should have a meeting on Wednesday with the entire group in Chicago, go over the first 9 months' operations, and review the established income for 1951 and the three cases that are on the fire and which will produce income in 1951.

After talking to my taxman here, I believe it is possible for us to establish salaries and a set expense pattern so our net profit will be very small, but the brothers will have to take checks for most of it. I believe it will be possible for all of us to have salaries or bonuses for 1950 and establish salaries and expense for 1951 and with the payouts deducted which are already committed from our already set up 1951 income, we can really start to get a monthly income off of this business.

I appreciate your staying over for this matter and only wish that Frank were there too, but we can take plenty of time on the phone so he understands it and I know that Brown and O'Brien will. I then propose to have the open meeting, present the statement, answer questions, and once and for all, even if I have to have help from the Teamsters and you, put Brother Crane in his place forever. Let us pray. As you know, it was no simple job to get the insurance company up from 4 percent first year commission and 2 percent renewal commission to 10 percent first year commission and 4 percent renewal. I can tell you simply that there is not a contract like it in America. Since the recent shakeup of officers in Occidental as of January 1, we are sitting in the most prime position of any broker with any company in America. At the meeting I want to develop this point at some length because it has taken a lot of work out here to get this done, and I don't believe some of the stockholders realize just how much work. I may add, without too much humility, that it was largely due to two facts, one being that for years I had been no worse than No. 4 man and the other reason being continuous production without any complications for 11 years; and may I say that during that 11 years I never sent Mrs. Tookey any flowers as one of our stockholders did. For your information, and I will reveal

it to the entire group, every dollar's worth of Dave Beck's Teamsters business for the 11 Western States is written in Occidental and the commission scale is 4 percent first year and 2 percent renewal. Therefore, we must impress upon our stockholders that in order to keep the contracts running as they are, they must work closely with their trustees in order to justify the additional expense items at the end of the year when the accounting is done on each of these several deals. In other words, John, if the hotel association or the Teamsters' employer group should even intimate that other companies can do this job for a lower retention figure, they have got to go to bat for us. Once again, in this type of business, when you are working as a corporation, there is only one profitable method of doing business and that is to write deals that are controlled without bids; then it is possible for the company to get enough premium to do the job and, inasmuch as commissions are built upon percentage of premium, obviously the higher premium we get, the higher commission we get, even though we return a higher dividend.

Our projected income for 1951 for first year commissions not yet received and renewals that will begin April 1 will be well in excess of $65,000, and as our commitments on this business remaining to be paid are only $15,000, you can readily see that if we can establish salaries and expenses we are ready to begin to get some of the results of 4 years of work.

This is a rambling letter, John, but mull it over and when you, Allen, and I get together on Monday we will kick it around good. When we get the approval of Keenan, Brown, and O'Brien, we will have the formal meeting and get it out of the way. I am sure that with what I have in mind everyone should be satisfied, but I do expect to get back the tax credit I have used in order to provide the payouts, if not the entire amount of money I have spent. However, this is all subject to the advice of the tax consultant. See you on Monday.

Very sincerely,

HARLAND R. MARIS.

HRM:AT
Air Mail

P.S.—Did Crane ever pay for the 200 shares of stock for the hotel people? If not, don't mention it to him as I want to bring it out in the meeting that that is the only stock not paid for. I believe that Allen knows that Vacey paid him for it.—H.R.M. (p. 17897).

Not only does this letter clearly demonstrate the excessive commissions being paid, but also the connections of the union people in the Dearborn Agency. The person named Vacey mentioned in the postscript of this letter is Frank Vacey, head of local 593 of the Hotel & Restaurant Workers' Union, now deceased. The surreptitious nature of the part ownership of the Dearborn Insurance Agency by

union leaders is revealed in a letter from Maris to Teamster official Frank Brown under date of January 22, 1951, wherein Maris discusses the concealment of stock ownership. This letter, which was exhibit 28 in the hearings, states as follows:

> DEAR FRANK: When I came to my office this morning I took up the problem that you and Jim have with my attorney and tax consultant here and whose name is L. W. Wrixon. Mr. Wrixon has done a great deal of work for the Bank of America. As a matter of fact, I met him through the Bank of America about 10 years ago. * * *
>
> It appears to me that your particular problem is to keep your name off of the certificate and, if possible, in my opinion, out of the city of Chicago. Mr. Wrixon makes this suggestion and says that he has done it many times in operating for estates and minors in the matter of dividends paid by stock brokerage houses, and the cases are identical. Dearborn Insurance Agency would cancel out the two certificates which were issued to a trust number, for the reason that the trust was never completed. Two certificates would be issued to the California attorney, who in turn would endorse them and mail them to you and Jim in Chicago, and the stock would be in the same category as street stock or free stock. The dividends would be paid to the attorney who in turn would endorse the checks and send them to you and the tax on the dividends would be paid by you.
>
> Mr. Wrixon tells me that the only point that would even enter the deal, and one which comes frequently to attorneys, particularly attorneys for stockbrokers, is to explain very simply that the stock was issued in his name because of some estate matter which he was handling and that he had forwarded the dividends to the rightful owner to be included in his income-tax return.
>
> My thought in the matter, Frank, is that because the attorney is in California and connected with me, rather than in Chicago and connected with you, it might better serve our purpose, and, to make it look even better, I certainly would not object to having my own stock made to Mr. Wrixon in the same category, which would improve the window dressing.
>
> My suggestion is that you ask your attorney about it, write me your thoughts and, if he concurs with Mr. Wrixon, we will have the old certificates canceled by John Murray, the new ones issued, sent out here and endorsed back to you and Jim and me. As you know, I don't want any worries about this matter and neither do you and Jim so if you will give it your attention we can have it done in 5 days so you can have your certificates in your own safe deposit box before you go to Arkansas. If the shares are be split between you and John, let me know the details and we will arrange it any way you wish.
>
> Just before I left on Friday afternoon, I called Tom Haggerty. He told me that they had completed their bargaining and were going to go for a life insurance plan without hos-

pitalization and to have Allen call him today. I believe he is out there as I write this letter. I have a call in for him now. The Milk Wagon Drivers deal would be an exceptionally good one, around $120,000 in premiums, but I believe it is Haggerty's idea that eventually he would like to have the insurance carrier relieve the union of their present insurance plan, which would easily run this premium up to $250,000. If we are successful in this operation, and the Commission Wagon Drivers come in in February, we will have a nice start for the year of over $500,000 in premiums.

I have rambled around in this letter a good deal, but I want you and Sandy to know that I am trying to do this the right way, the legal way and the best way.

Very sincerely,

HARLAND R. MARIS.

HRM:AT
Air Mail

(p. 17903)

Calabrese testified that the committee's staff had reviewed the minute book of the Dearborn Insurance Agency at one time. When at a later date they desired to reexamine it, the book was missing, and in its place they were furnished a photostatic copy. Also missing from the beginning was the corporation's stock certificate book, which made it impossible to identify the exact holders of the stock in Dearborn. Proposed minutes of a directors' meeting, however, identified the directors as H. R. Maris, Frank Brown, and Elmer Crane. Calabrese produced for the Senators an additional letter which explains very well the attitude of the Dearborn officials. This letter was written April 12, 1951, by Allen Creitz, regional group supervisor of the Occidental Insurance Co., and part owner of the Dearborn Insurance Agency, to Maris, and reads as follows:

DEAR HARLAND: This morning I have had several conversations with Harry Chaddick in reference to the over-the-road group experience. Harry Chaddick finally contacted Roy Pride, who is secretary of the association, and here are some figures that may flabbergast you as they did me.

13 months' experience

Premiums	$1,552,372
Claims paid (26.15 percent)	406,000
Reserve (4.83 percent)	75,000
Cash refund (16.1 percent)	250,000

You will see by the above figures that the total amount paid in claims, refunds, and reserves equals $731,000. Therefore, the amount retained by the insurance company is $821,372 or an actual percentage of 52.91 percent. Harry Chaddick was quite put out that he had not received the correct figures to begin with. However, it is pretty hard to understand just what he is driving for in the form of refund or reduced premium.

I called Frank Brown and relayed all this information to him. Frank told me he wanted to see you before you talked to Chaddick and the employers' trustees. Frank indicated that he did not give a damn what Chaddick thought, he was

still the one to make the decisions. From this you can certainly see that our position is gradually getting more favorable. Harry Chaddick told me he was going to Washington, D.C., the week of April 23, and therefore, he would like to get this settled once and for all on Friday, April 20, that is providing you can make it. Frank Brown wants you to see him before you give Chaddick any information. Therefore, I feel that it would be well to clear up this trustee problem on Friday, April 20. Frank Brown is definitely not interested in a reduced premium, even though Harry Chaddick is. I think we could possibly gain a little prestige if we would be in a position to make some sort of an offer on an increased benefit or, in other words, give them a little ballyhoo that they can pass on to the employers.

I feel quite sure that you will want to hide these figures and how authentic they are, I have no way of verifying the actual computations. I checked with the Illinois insurance department and the Union Casualty statement has not been received. However, they felt sure it would be in this week. I will again check with them this afternoon and if the figures are here, I will enclose them with this letter. Otherwise, I will mail a copy to your Oakland office, a copy to Jack Dandy but marked personal for you, and one to the Palm Springs address. In that way, you should be assured of being able to pick up at least one copy in any one of the three places.

Yours very truly,

ALLEN L. CREITZ,
Regional Group Supervisor.

ALC:W (p. 17908)

It will be noted that the Harry Chaddick mentioned in the letter is one of the employer-trustees of the health and welfare fund of local 710. The full significance of the high premiums is shown in the following comments of the chairman and Senator Mundt.

The CHAIRMAN. Well, Brown had an interest in this company, didn't he?

Mr. CALABRESE. Yes.

Mr. KENNEDY. But he was president of the union whose members were involved.

The CHAIRMAN. I understand.

It says here—Brown is definitely not interested in a reduced premium.

Mr. CALABRESE. That is correct.

The CHAIRMAN. If he is president of the union, concerned about the welfare of the employee, and as the figures show here they were paying more than twice as much as necessary to support the contract, he should have been interested in a reduced premium.

Mr. CALABRESE. Of course.

The CHAIRMAN. But apparently the reason for not being interested in a reduced premium is because the commission is based on the amount of premium paid.

Mr. CALABRESE. That is correct.

The CHAIRMAN. It is out of the commission that the Dearborn Co., of which he had an interest in, made the profits?

Mr. CALABRESE. That is correct.

The CHAIRMAN. We do not see anything here in refund of commissions anywhere, do we? That is, where any part of the commission was refunded?

Mr. CALABRESE. Not at all.

The CHAIRMAN. So if they can keep the premium up like this, to more than twice what is necessary to carry the whole load and collect a commission on it, that is to his advantage individually; whereas, it would be to the advantage of the union members and of the union treasury or the welfare fund treasury to get the premium reduced in proportion to what the normal and proper charge would be for the service.

Mr. CALABRESE. That is correct, Senator.

Senator MUNDT. Did this contract call for the union paying part of the premium?

The CHAIRMAN. No.

Senator MUNDT. I thought the premium was paid by the employers.

Mr. CALABRESE. The employers; that is correct.

Senator MUNDT. So I think, Mr. Chairman, what was happening here is that the employers were being hijacked.

The CHAIRMAN. But if you are going to charge them that much premium, you can spend that much premium to buy them that much more benefits. You just spend double and get double the benefits. It is just like buying insurance. If you have $100 to buy a policy, you can buy so much insurance. If you have $200, you can buy twice that much insurance (pp. 17908–17909).

With the history and background of the Dearborn Insurance Agency so far developed, the committee looked to some of the key figures to fill in important missing details. To that end they questioned L. W. Wrixon, San Francisco attorney, who had represented the Dearborn Insurance Agency and Harland Maris. Wrixon let the Senators know that his client, Harland R. Maris, had released Wrixon from any lawyer-client privilege in his appearance before the committee.

Wrixon maintained to the committee that all his contacts with the Dearborn Insurance Agency were exclusively with Maris, and that he never knew that there were any labor union officials connected with the firm at any time. He stated that his memory was indistinct as to the names of Brown, O'Brien, or Blakely, and that he had no recollection that Vacey or Blakely were to be placed on the payroll of Dearborn. When questioned relative to the proposed contract which bore the clause of secrecy, Wrixon told the committee he had no recollection and did not know whether or not the Dearborn Agency ever used the contract.

Exhibit No. 30 introduced into the hearings was a letter written February 2, 1951, to Certified Public Accountant Jerome Schultz by Harland R. Maris, and is quoted as follows:

DEAR JERRY: Enclosed is a copy of a letter from Mr. Wrixon to me in response to several questions I asked him

concerning Dearborn. I am forwarding it to you so that if you concur it will be a basis for our 1951 plans. There is one more point which Mr. Wrixon did not deal with in his letter, but I am sure you will be relieved to know of our decision. There are 40 shares of stock issued to two trust members at the LaSalle National Bank, which were never completed. Each certificate is for 20 shares, but I am quite certain that the 20 shares in each instance would concern more than one individual, so I have asked the holders to do the following things:

1. Send the two 20-share certificates to me and we will cancel them. Then we will issue, say, four 10-share certificates to L. W. Wrixon, who in turn will endorse them, making them free stock as you suggested and immediately mail them to the proper individuals.

2. When dividends are paid, they will of course be made to L. W. Wrixon. He in turn will endorse the checks, forward them to the proper people and notify the Treasury Department that he has acted as attorney for the individuals and give the Treasury Department the amount of the dividends upon which tax should be paid by the actual owners of the stock.

In the portion of Mr. Wrixon's letter dealing with the personal service corporation, it would be necessary for us to issue 20 more shares of stock in order that 70 percent of the outstanding shares be in the hands of Murray, Creitz, and myself, who are the active shareholders and all licensed to do business in Illinois. If we can so qualify and convince our stockholders that it is a good move, the 30 percent savings should be very substantial and if you have a moment, will you please run a calculation on the basis of $75,000, taxable income on a 77 percent basis with our present 115 shares of stock with 40 shares held silently, as against a 47 percent tax ratio with an additional 20 shares of stock going to the active shareholders. It is my belief without running a calculation that even though we increase the shares by 20 the benefits to the 40 silent shares will be increased. Also, there is another large benefit which would be helpful. In any extracurricular commitments, if we have to run them straight through the books, 47 percent is more advantageous than 77 percent.

Mr. Wrixon is preparing the minutes for Dearborn in rather a rough manner as he doesn't pretend to practice Illinois law, but I suggested to him what we wanted and he is preparing it. We will have it checked for legality in Illinois. I expect to be in Chicago on the 5th or 6th of March and we can close our books and get started for the year.

Very truly yours,

HARLAND R. MARIS.

HRM: AT
Enc.
Air Mail

(p. 17905)

When questioned as to the contents of this letter, and the issuance of four 10-share certificates, Wrixon was of no assistance to the Senators. He claimed he could not recall the incident, and had no knowledge of any stock being issued to O'Brien, Blakely or Brown. However, he emphatically maintained that the 40 shares were never received by him and that no dividends were ever paid to him for transmittal to these men or to any other persons (p. 17917).

Jerome Schultz, a certified public accountant in Chicago who had done work for the Dearborn Agency since 1950, was questioned relative to exhibit 30, the letter written to him by Maris February 2, 1951. Schultz stated he could not recall the above-mentioned letter, but admitted he received it, but denied that he ever replied to the letter. Under further questioning, he told the Senators he may have replied to the letter verbally, but he claimed to have no recollection of the exact meaning of Maris' statements. He adamantly denied knowing of the participation of any union officials in the Dearborn Agency, or of knowing of the existence of any stock certificates held in the name of Mr. Wrixon, or anything about the holders of the 40 shares in question.

Lawrence Chez, a partner of Schultz in the accounting business, could not shed any light on the missing stock certificate book. He was queried regarding a separate phase of the Dearborn Agency's activities. He recalled that there had been some payments by the Dearborn Agency to various women employees of some of the local unions who held insurance contracts, these payments occurring around the Christmas season. He identified three separate checks made out by the Dearborn Insurance Agency to Laverne Murray. One was dated December 21, 1955, for $100, one dated December 13, 1956, for $250, and the third was dated December 13, 1957, in the amount of $500. As accountant for Dearborn, he told the committee he wrote these checks on the instruction of Allen Creitz after Creitz had conferred with the other partners, Maris, Crane, and Murray. These payments, Chez said, were charged to Christmas gift expenses. Chez stated he was aware of the fact that Laverne Murray was Glimco's secretary at local 777, and that Laverne Murray's two sisters worked at one time in the office of the Dearborn Agency (pp. 17925–17927).

Allen Creitz of Evanston, Ill., who was one of the company partners in the Dearborn Insurance Agency, while at the same time serving as regional group manager in Chicago for the Occidental Life Insurance Co., was able to throw some light on the Christmas payments to Laverne Murray. He told the committee that Murray handled the claims for benefits in the health and welfare office of local 777. The members of this union and their dependents are covered by the policy. In her capacity at local 777, Murray was authorized to pass on the validity of the claims, and to write checks on the Occidental Insurance Co. in payment of claims. Creitz said she performed her duties in a "remarkable" manner from a claim adjustment standpoint. Creitz frankly informed the committee that the $500 Christmas check to Murray was requested by Joe Glimco, secretary of local 777, and was paid by the Dearborn Agency in order to keep the friendship of Glimco (p. 17930).

Just how well Laverne Murray handled the insurance claims for the Dearborn Agency and the Occidental Co. was provided by two members of local 777. These were Louis Linzer and Roy McDowell, Chicago taxicab drivers.

Linzer told the committee that while working for the Checker Taxi Co. in Chicago, he suffered an illness in 1958 of 6 weeks' duration, and made claim for his benefits to the health and welfare fund of local 777. He received payments of $357, but was still owed a balance of $180, which he attempted to collect. When he asked about the balance owed him, he was instructed to come down to the union office. He stated Joe Glimco himself refused to pay the money, and had Joe Coca call the Checker Cab Co. and have Linzer fired. Linzer immediately took the matter up with the National Labor Relations Board. When the Board made inquiry in his behalf, the union immediately took steps to pay the $180. He said after the NLRB inquiry Laverne Murray acknowledged that the books reflected that he had 6 weeks sickness compensation payable to him. Linzer advised the Senators that he required the union to pay the check to the Labor Board, who then turned it over to him. Linzer went on to say that while involved in this controversy with the union, he received calls from a large number of other persons advising him that they also had had difficulty in collecting on their insurance claims through the health and welfare office of local 777, which was handled by Laverne Murray under the direction of Joe Glimco (p. 17945).

Roy McDowell, a driver for the Yellow Taxicab Co., described the difficulty he encountered in July 1952 in attempting to collect 3 weeks' sick benefit which was due him. After he made several complaints to the union office by telephone, the union had him fired from his job. He stated he went down to the union office and went in to see Glimco to collect the $60 that was coming to him. According to McDowell, Glimco stated "You are going to get a hole in your head if you don't get out of here and stay away from here and behave yourself. You are not going to get it." McDowell stated that his wife also worked for the Yellow Taxicab Co. as a dispatcher, but was not a member of local 777. Because of the injustice done to her husband, Mrs. McDowell also prepared to resign from the Yellow Cab Co. As a result, the general manager of the Yellow Cab Co. paid the $60 to McDowell from the Yellow Cab Co.'s funds in order to retain McDowell and his wife. McDowell told the Senators that he also had heard many complaints from other union members about the operation of the insurance for local 777, which is administered by Laverne Murray (p. 17946).

Allen Creitz in his testimony was able to comment on many other aspects of the investigation in addition to the payment of $500 to Laverne Murray. Mr. Creitz stated that he was connected with the Dearborn Insurance Co. from its inception until 1957, at which time he resigned from the partnership because there was a conflict of interest. He stated "because I thought there would be a conflict of interest, and because the partners had found out from the surveys that we were making that Mr. Maris was receiving an overwrite, and they were not at all happy about it." He said the Dearborn Insurance Agency partners were quite upset and concerned about

the overwrite which Maris was receiving from the Occidental Insurance Co. over and above the regular commissions to the Dearborn Insurance Agency. Creitz stated the other partners, Elmer Crane and John Murray, paid a visit to the Occidental Life Insurance Co. in California to register a protest.

Regarding his own status with the company, Creitz advised that the Occidental Life Insurance Co. forced his retirement just a week before the hearings because of Creitz' associations with the Dearborn Insurance Agency. He stated Occidental had never known about his membership in the firm of the Dearborn Insurance Agency until about a year before the hearings, at which time Creitz informed one of the Occidental assistant vice presidents. The Occidental people, however, took no action regarding Creitz' status until a week before the hearings by the committee (pp. 17929, 17934).

Creitz was questioned about his knowledge of any connections in the Dearborn Agency of union officials. He stated that when the agency started, Maris felt it desirable if he could bring in some well-known retired union officers, who might help to get him more leads towards more union business. Creitz stated that he himself knew of no union officials who were brought into the company. He denied knowing anything about the secret ownership of any of the stock in the company by any union officials, but added that he would not necessarily be in a position to know if such an arrangement had been made by Maris. Creitz did admit that there was a discussion about bringing Frank Brown into the business, but denied ever hearing any discussion regarding O'Brien or Blakely. He identified the original five stockholders as Maris, Keenan, Murray, Crane and himself. He stated he himself had no official capacity with the firm, being only a stockholder. He had two stock certificates, but claimed he had never seen the stock certificate book. He had 29 shares of stock originally, which was later increased to 42. He said that in the 8 years he was connected with the Dearborn Agency, his total remuneration was $58,000. His original investment in the company amounted to $200.

Creitz was questioned regarding the contents of the four letters previously set forth in this report, and he was unable to furnish any explanatory details. When asked if the four individuals who were to be secret owners of stock were in fact union leaders Vacey, O'Brien, Brown, and Blakely, Creitz stated, "I had no idea about that at all" (p. 17941).

Joe Glimco was questioned at this time regarding his stewardship of the health and welfare fund of local 777. As he had in the past, he again sought refuge in the fifth amendment to all questions. To all queries regarding the insurance claims of Linzer and McDowell, the manner in which they had been fired, his threats to Linzer, and whether or not there were others he had caused to be fired, Glimco declined to answer because of self-incrimination. Likewise, he refused to answer any questions regarding Laverne Murray and whether he arranged for her to receive a $500 gift from the Dearborn Insurance Agency.

At this time, there was brought into evidence a letter dated October 24, 1951, from Allen L. Creitz to Vice President J. P. Dandy of the Occidental Life Insurance Co., wherein Creitz states that

Glimco is making the cab companies pay on insurance for part-time employees the same as on full-time employees. Creitz in his letter then says:

> What I would like you to do is to inform me whether or not Mr. Glimco was within his rights by collecting the premium and then not offering benefits, or whether we should work this out on a modified basis (p. 17951).

Glimco was questioned regarding this clause, which clearly implies a dishonest exploitation of the union members, and/or a "shakedown" of the employers. As expected, he would not answer, claiming self-incrimination.

The insurance policy for local 777 covered the drivers and office workers of the taxicab companies. Glimco also intended to have it cover employees of the Best Sanitation & Deodorizing Co. It will be recalled that this was the company owned by George Marcie which occupied space in the building owned by local 777. Glimco himself had solicited business for Best Sanitation, and his own son had been on that company's payroll. When Chief Counsel Kennedy asked Glimco, "Could you tell us why you would be concerned about them (deodorizing company employees) and you were not concerned about members of local 777 of the Teamsters?" the witness again invoked the fifth amendment (p. 17953).

John W. Murray, who is engaged in the building business in Chicago and who held an interest in the Dearborn Agency, was in a position to furnish the committee pertinent information regarding this company. However, he surprised the Senators with his inability to recall important facts regarding the affairs of Dearborn.

Murray was able to recollect having received the letter from Maris previously indentified as exhibit 27 in the hearings, and clearly recalled that he never made a telephone call to Frank Keenan in Florida, which Maris in the letter proposed that Murray, Creitz and Maris should do. After his recollection of this detail, Mr. Murray's memory became hazy. Admitting that the letter indicates O'Brien and Brown had an interest in Dearborn, Murray averred he did not pay much attention to the letter, and did not understand its contents. This seemed incredible, since Murray was treasurer of the Dearborn Insurance Agency at that time. He was requested to comment on the question asked in this letter, "Did Crane ever pay you for the 200 shares of stock for the hotel people?" He said that Crane never paid him, and that he had no idea what Maris was talking about, or who the hotel people might be (p. 17957).

Elmer Crane, Chicago attorney who is also one of the coowners of the Dearborn Agency, likewise impressed the committee with his lack of knowledge of the operations of the agency. He denied he ever took steps to purchase any stock for Frank Vacey or James Blakely or the Hotel & Restaurant Workers Union. He flatly denied knowing of Teamster boss Frank Brown's interest in the Dearborn Agency, even though confronted with the proposed minutes of a meeting which named Brown as a director along with Crane himself and Harland Maris.

Crane admitted that he was a member of the firm who was to contact Blakely and Vacey originally, to try to obtain the Hotel &

Restaurant Workers business, but stated he never knew that Blakely had any interest in the Dearborn Agency. Through Staff Member Jack S. Balaban, the committee introduced a check for $200 dated July 24, 1951, payable to James Blakely, from Harland Maris, the stub of which showed it was for the payment of 20 shares rather than 200 shares of Dearborn Insurance Agency stock, thus indicating Maris was buying the stock back from Blakely at par value of $10 per share (p. 17963).

In the face of this additional information, clearly showing that Blakely had owned stock in the Dearborn Agency, both Murray and Crane continued to maintain they had no knowledge of Blakely's ownership of stock in Dearborn. Incredible as it seems, Crane only commented, "This is the first I have heard of it" (p. 17965).

There were other factors besides the unproductive memories of Crane and Murray which made the work of the committee more difficult. Frank Keenan, an important figure in the whole story, was excused from a hearing before the committee, inasmuch as he had been convicted in Federal court for income tax evasion, and his appeal on this conviction was then pending. James Blakely, international vice president of the Hotel & Restaurant Workers Union and secretary-treasurer of local 593, who was another important figure in this matter, was too ill to appear. It is noted here his physical condition had prevented his appearance before the committee at previous hearings. Moreover, Frank Brown, president emeritus of local 710 and a key personality in the history of the Dearborn Agency, also was unable to testify because of heart disease, according to his doctor's certificate.

It was thought therefore that Harland R. Maris, the Occidental Life Insurance agent who initiated and dominated the Dearborn Insurance Agency, could lay before the committee all the missing details, especially regarding the secret shareholders and the reasons for the exorbitant commissions paid to the Dearborn Agency. The chief counsel's first question to Maris and Maris' surprising answer are set forth verbatim:

> Mr. KENNEDY. Mr. Maris, what we have here is this correspondence and these memorandums written by you and by others in connection with the Dearborn Insurance Agency, which would indicate that four individuals—Mr. Blakely, Mr. Vacey, Mr. O'Brien, and Mr. Brown—had an interest in the Dearborn Insurance Agency, and that you were explaining how the Dearborn Insurance Agency was operating. It would appear that these individuals had an interest with your fellow officers and fellow stockholders in keeping them closely advised.
>
> But they have appeared before the committee and say that they have no explanation for the letters. It is not that they refute them, but they say they have no explanation. They keep referring us to them, saying, "Mr. Maris will have to explain it," that it is a complete mystery.
>
> They say even when they received the letters, although it was a mystery at the time, they did not raise any question about the secret ownership and other things. So it all comes down to you.

I would like if you would explain to the committee the situation involving the Dearborn Insurance Agency and whether, in fact, any union officials were brought in and given an interest.

Would you tell the committee about that?

Mr. MARIS. I respectfully decline to answer the question on the ground that my answer might tend to incriminate me (pp. 17966–17967).

Maris continued to claim self-incrimination to all questions.

In its 2 years' experience, the Senators on the committee had become accustomed to the taking of the fifth amendment by hoodlums, racketeers, gangsters, and crooked labor union officials. The impact on the Senators of this same procedure being followed by an agent of one of the country's largest insurance companies was most clearly demonstrated by the following questions and comments of the chairman and Senator Mundt.

Senator MUNDT. Are you now or have you ever been an underwriter or broker for the Occidental Life Insurance Co? You cannot incriminate yourself with that unless your dealings with Occidental were criminal or unless the Occidental Life Insurance Co. itself is involved in criminal activities.

Mr. MARIS. I respectfully decline to answer the question on the grounds that my answer might tend to incriminate me.

Senator MUNDT. Can you give us any explanation of how your association with the Occidental Life Co. can be self-incriminatory?

Mr. MARIS. I respectfully decline to answer the question on the grounds that my answer might tend to incriminate me.

The CHAIRMAN. May I ask, for the information of all of us, this question: As I understand it, this Dearborn company still handles the insurance, does it?

Mr. KENNEDY. That is correct.

The CHAIRMAN. And Mr. Maris is still a part of this Dearborn company, in the partnership?

Mr. KENNEDY. Yes.

Senator MUNDT. Do they still have their connections with Occidental?

Mr. CALABRESE. That is correct.

The CHAIRMAN. Sometimes we get these crooks in here, these hoodlums and racketeers, that element that we call the underworld characters, taking the fifth amendment when they get involved with some labor union. I just want to see what the business interests of this country will do, how they will handle their business with these folks who have to come in here and take the fifth amendment and cannot talk about their business affairs.

I just want to emphasize it and call it to the attention of the Occidental Life Insurance Co., that they are doing business with somebody who cannot come in here and open up and tell what he knows about transactions that may have involved a conspiracy with union leaders to help operate to the detriment of people who work and pay union dues.

I just want to see what this company's attitude will be about it.

Senator MUNDT. It would be rather interesting in that connection, Mr. Chairman. If it does develop in testimony from the officials of the Occidental Life that they are doing business with this outfit, whether or not they are going to continue to engage in the life insurance business through representatives who take the fifth amendment.

The CHAIRMAN. That is what I was trying to emphasize.

Senator MUNDT. It is about time responsible citizens, it seems to me, get rid of characters who take the fifth amendment concerning their activities.

The CHAIRMAN. I expressed my views a little about it when these, I repeat, underworld characters come in and take the fifth amendment. I just cannot feel any differently toward business interests. If they feel they have to do it, I feel their actions are just as reprehensible as the fellow we call a racketeer or a gangster.

Senator MUNDT. Are you able to state under oath, Mr. Maris, that you have been conducting a respectable and responsible insurance business, or have you been in a racket?

This gives you a chance to get yourself on the record fairly and honestly and openly. We don't want to misjudge you. I ask you that question directly under oath.

(The witness conferred with his counsel.)

Mr. MARIS. I respectfully decline to answer the question on the ground my answer might tend to incriminate me.

Senator MUNDT. You realize the implication of that must be, to the press, to the good people of Piedmont, and in Chicago, that you are in a racket, if you can't answer a question like that. I am giving you a chance to purge yourself of false implications.

I don't know what you are involved in, but if you are a legitimate businessman, you can say "Yes" to that, even though you take the fifth amendment on the details of your business.

I will ask you that again: Have you been engaged in a legitimate business or have you been engaged in a racket disguised as an insurance business?

Mr. MARIS. I respectfully decline to answer the question on the ground my answer might tend to incriminate me (pp. 17967–17968).

As the chief counsel continued to question Maris regarding any stock held by union leaders Blakely, Vacey, O'Brien, and Brown, and about his letter mentioning the exorbitant commissions, Maris declined to answer, invoking the fifth amendment.

At this point, Staff Member James F. Mundie presented to the committee some important information bearing on the financial transactions of Maris. Mundie testified that his examination of the books and records of the Dearborn Insurance Agency, Inc., disclosed that during the period 1950 to 1952, inclusive, Harland R. Maris received $93,940, which was recorded on the books as commissions from the

Dearborn Insurance Agency, Inc., to the Maris-controled Maris-Scully Corp., all checks payable to Harland R. Maris.

In 1950, Maris received checks in the amount of $20,500, all of which were cashed at the La Salle National Bank in Chicago.

In 1951, he received Dearborn Insurance Agency, Inc., checks in the amount of $37,300, of which $27,800 worth were cashed in Chicago and $9,500 in checks was deposited in the account of Maris-Scully Corp. in California.

In 1952, Maris received checks in the amount of $36,140. Checks in the amount of $9,400 were cashed in Chicago and the remaining $26,740 was deposited in Maris' personal bank account at the Bank of Commerce in Oakland, Calif. The committee asked Maris to explain the disposition he made of the $57,700 represented by the checks he cashed in Chicago during the period of 1950 through 1952 (pp. 17470–17472).

Maris refused to furnish any explanation regarding any of the above checks, or what disposition he made of the case, and claimed self-incrimination when asked if he paid any of the money to Joe Glimco, Frank Brown, or James Blakely.

Some additional light on the insurance business of the Dearborn Agency was provided by Harry F. Chaddick of Chicago, chairman of the health and welfare fund of local 710. Mr. Chaddick, formerly president of the Standard Freight Lines, was on the labor negotiating committee of the Central Motor Freight Association, and has been a trustee of the health and welfare plan of local 710 since its inception. Chaddick told the committee that the other employer trustees of local 710's insurance plan are Barney Cushman, of Cushman Motor Delivery, and Roy Pride, secretary of the labor division of the Central Motor Freight Association. The union trustees are Frank Keegan, John T. O'Brien, and Frank Schmitt. He said the union insurance was originally placed with the Occidental Life Insurance Co. through the Dearborn Insurance Agency because "we felt that Occidental had the best service, and that they were a good, reputable company."

Chaddick stated that the trustees were never advised by Occidental that the Dearborn Agency and Mr. Maris were initially receiving commissions at the rate of some 10 percent, nor did they know that Harry Wraith, in Oakland, Calif., had received some $100,000 in commissions out of the premiums paid in. He said that he first learned of the payments to Wraith in 1957, when there was a breakup in the Dearborn Insurance partnership, and was very much put out at the time as a result of this information. Chaddick explained that the trustees first received a registered letter from the partners of the Dearborn Insurance Agency stating that there was a disagreement between the partners and that Mr. Maris was no longer representing the agency. Inquiry at that time disclosed that Occidental was paying an overwrite that the trustees had not known about. Therefore, they sent their auditors out to determine what the overwrite was, and what it was charged to. The Occidental people furnished a breakdown showing the commissions paid to the Dearborn Agency, the taxes paid in the State of Illinois, the Federal taxes, and the administrative expenses.

According to Chaddick the trustees felt all along that they were being furnished the full information regarding the commissions paid by Occidental. He stated to the committee that it was not until the day of the testimony in the hearings that he learned of the other commissions being paid. He emphatically stated that he did not feel that Occidental had played fair with the trustees in that they deceitfully withheld information they should have revealed. He said that if the trustees had had full information regarding all of the commissions paid, they would have been in a more favorable bargaining position to get a lower premium rate for the truckdrivers covered by the contract (pp. 17975–17976).

At this point, Murray was asked when he as a partner in the Dearborn Agency first learned of the extra commissions being paid, and he advised that it was in October or November of 1957, and he was shocked at the fact and went to California to protest to Occidental. He said he was informed by Vice President John P. Dandy of Occidental that the overwrite to Maris would be taken away. On that trip, he learned for the first time of the separate commission being paid to Harry Wraith. He felt that all commissions should have been paid to Dearborn, where each partner could then receive his fair percentage of the profits, and that Maris was unfair in arranging an overwrite or side deal for himself, unbeknownst to the other partners.

John P. Dandy of Los Angeles, vice president of the Occidental Life Insurance Co. of California, was asked by the committee to explain the performance of his company in the Dearborn Insurance Agency matter. He informed the committee first that he was never aware of the fact that there were any union officials in the Dearborn Agency.

Relative to the commissions paid to Dearborn, and Maris, Dandy stated that Occidental did not consider the commissions excessive, explaining it in these words:

> Mr. DANDY. Yes. My memory is Mr. Maris came into my office. He explained at length what he had in mind, that he hoped to write this business. He explained that he had already spent a lot of money traveling back to try to write the business; that he would have to go back in the future to attend trustee meetings and so on; and that this was the amount of the commission that he needed. It was 11 percent total.
>
> He asked on account of these personal expenses that he had been through himself, that we allow him 1 percent and then the other 10 percent to the Dearborn Agency (pp. 17985–17986).

In connection with the high commission paid by Occidental, the chief counsel's questions and the information furnished by Dandy is set forth verbatim:

> Mr. KENNEDY. Have you ever paid a brokerage rate as high as that on any insurance similar to this?
>
> Mr. DANDY. We have paid rates that would average higher than that on insurance that I consider similar to this, yes.
>
> Mr. KENNEDY. What do you consider similar to this?

Let's talk so I will get down to specifics. Have you ever paid as high a rate as you did in this case on any insurance dealing with union group insurance such as this, where a contract has been negotiated and it is a question of making a contract, making an arrangement with some insurance company?

Have you ever paid a rate as great as this?

Mr. DANDY. There is none that comes to mind at the moment. But I don't think we have had any where the agent lived in Oakland and had to travel back and forth and had heavy expenses.

Mr. KENNEDY. I could see that you would reimburse him for his expenses. That would certainly be understandable, if he lived in Oakland and had to travel to Chicago.

But can you give the committee any instance where the Occidental Insurance Co. has ever paid a brokerage commission as high as this on this kind of insurance? I am speaking of union group insurance.

(At this point Senator Capehart entered the hearing room.)

Mr. DANDY. Sir, I have not searched our records for that. I say that I at the moment cannot think of any particular case. But then I do not have all the cases we have, and we have thousands of group policies in force.

Mr. KENNEDY. But I have raised this question with you before. You have had an opportunity to talk to Occidental. I am sure you have talked to them to try to determine whether there is a higher rate.

(At this point Senator McClellan left the hearing room.)

Mr. DANDY. No, I have said that we have paid a somewhat higher rate on what I think is quite similar insurance to it. It is insurance covering employees of employers who are members of an employer association.

Mr. KENNEDY. But isn't that a voluntary plan?

Mr. DANDY. Yes, but I don't see that that makes any particular difference (p. 17986).

* * * * *

Mr. KENNEDY. But haven't you lowered it in the period of the last 2 years, the brokerage commission?

Mr. DANDY. Do you mean on existing policies?

Mr. KENNEDY. On that policy. I am talking about the specific one as far as Mr. Maris.

Mr. DANDY. I am sorry; I misunderstood you. On Mr. Maris' policies, back in 1954 the commissions started to reduce. It should be remembered that these cases started at very, very much lower premium than they are now. Local 710 started at roughly a quarter of the size it is now. Local 777 started about a third.

As these cases grew, we kept urging Mr. Maris that he ought to reduce it. Mind you, we had no power to force it because he had a contract providing for this. But we urged it. Quite possibly some of the policyholders urged it.

In the case of local 710, the rate was reduced in 1954, and it has been reduced at least four times since then. So it is not just in the last 2 years.

Mr. KENNEDY. All I asked you, Mr. Dandy, is whether the commission rate had been lowered in the period of the past 2 years. The answer to that question is "Yes"?

Mr. DANDY. Yes. And prior to 2 years (p. 17989).

The committee went into the matter of Occidental's concealing from the trustees the matter of commissions paid to Maris and to Wraith as indicated by the following testimony:

Senator CAPEHART. What I am trying to get at is by contractual relation or agreement, either written, verbal, or otherwise, you did not agree, when you sold them the policy, and Mr. Chaddick testified that the rates were lower than two other companies, and that he was satisfied with it, and the premium rate was satisfactory, and he had been buying it from year to year.

My point is: When you entered into a contract, did you, in writing or verbally, agree to tell them how much commission you were paying the different respective people who had something to do with it?

Mr. DANDY. No, sir; we did not.

* * * * *

Senator CAPEHART. They would ask you for it and you would give it to them?

Mr. DANDY. Yes. Sometimes people ask.

Senator CAPEHART. Mr. Chaddick testified, I believe, that you gave them everything except this overwriting or commission that went to the general agent. I understand your testimony is that the reason that was not included was because it was an administrative expense, or so carried on your books. Is that correct?

Mr. DANDY. That is correct.

Mr. KENNEDY. Except up to 1957, according to Mr. Chaddick's testimony, they hadn't even got the fact that Mr. Maris was receiving money directly. They didn't know about that.

Senator CAPEHART. Did Mr. Maris receive money directly?

Mr. DANDY. Mr. Maris, or his firm, Wheeler-Maris, was receiving what Mr. Maris always called an overwrite, although technically it was not an overwrite. I do not recall that they ever asked us as to the amount of commissions broken down. I think if they had asked we would have quoted the entire amount without breaking it down as to who got it.

Mr. KENNEDY. It wasn't until 1957 that they were aware of that, and it wasn't until today that they were aware that Mr. Wraith was receiving money.

Senator CAPEHART. It is not quite clear to me. If they were satisfied with the policy and the premium, and they had a right to buy from anybody they wanted to, and they got rates from other companies, as Mr. Chaddick testified, what is all the argument about?

Mr. KENNEDY. As a general proposition, Senator, I will say in the 2 years the committee has been in existence, we have found this to be one of the major problems, and cer-

tainly the Ives and Douglas committees found the same situation. That is why the law was passed last year and signed by the President, because of the fact that commissions have been paid like this.

It is in this manner that Jimmy James, an official of the Laundry Workers International Union, with the help of Mr. Saperstein, who was working for Longy Zwillman, who hanged himself, took over $990,000 of the pension funds of the union. He has argued that he should not have to pay any taxes on that because he embezzled the money.

This is the way that money is channeled off from the employees. This is where hundreds of thousands of dollars—this is the method that has been used. We found the situation as far as the Dorfmans are concerned, where they got paid excessive commissions of $1,600,000.

Senator CAPEHART. I was under the impression that the employers paid the premium and that the employees paid nothing. Therefore, if there is excess money here, it comes out of the employers and not the employees.

Mr. KENNEDY. That is a fact, Senator, but it comes out of a bargaining relationship arrangement that is made between union officials and employers; that instead of paying 25 cents more per hour to the employee, that they will contribute $5 a week to the pension and welfare fund, and the employees agree to give this up. So it is the employees' money. That is according to the testimony of Mr. Chaddick (pp. 17991–17992).

With reference to Wraith, Dandy stated the company also considered the overwrite payments to him from the Dearborn business as an administrative expense rather than a straight commission. The explanation was that this had always been the company's custom, although since the passage of the Federal Disclosure Act this type of payment must now be shown as a commission and not concealed under the classification "administrative expense."

The committee took up with Mr. Dandy the matter of commissions paid on an insurance policy for the Hotel & Restaurant Workers Union. Mr. Dandy stated that in September of 1957 he had attended a meeting of the board of trustees of this health and welfare plan. The trustees were considering putting out a booklet to all the people covered by the plan, and for complete details they had asked Mr. Dandy to break down the amount of the retention. Mr. Dandy stated he did not have the exact breakdown in front of him, but quoted them a figure showing a brokerage commission of 2 percent. He stated after he returned to Los Angeles, he decided to write them the exact breakdown. In a letter dated October 18, 1957, to Mr. T. C. Rogan, chairman of the board of trustees of the Chicago Downtown Hotels, local joint executive board of the H. & R. E. & B. I. U. health and welfare trust, he set forth an accurate breakdown of the commission paid. Because of its importance, the contents of this letter, which was exhibit 40–B, are set forth hereafter:

DEAR MR. ROGAN: Following my return to the home office after our meeting in Chicago, I checked our files as to the

exact breakdown of the retention which is in effect on your plan. I believe that the breakdown which will appear in the booklet you are preparing for all insured members will show commission as 2 percent and the amount required for Occidental expenses as 4.75 percent.

The commission which is being paid to the broker, Dearborn Insurance Agency, is 2 percent. However, we are also paying a commission of 1.5 percent to Wheeler-Maris. This is a corporation which is licensed as an agent of Occidental and is largely owned by Mr. Harland Maris. This commission has always been considered by Mr. Maris as an overwrite commission and as such is not a direct commission payment to a broker. We are also paying an overwrite commission of 0.5 percent to our general agent.

It has been our general practice to include overwrite commission as an expense of doing business and not as a commission payment. We believe this is the usual practice in the insurance industry. We operate under both the branch office and general agency systems. In both cases the agency manager is responsible for recruiting agents and brokers who sell insurance for Occidental. The branch manager is a direct employee of the company and is paid by salary and naturally the expenses of the branch office must be included with all our other expenses. A general agent has the same duties as a branch manager. However, he is not paid a salary but receives his remuneration in the form of an overwrite commission on all business written by his agents or brokers. We have felt that this overwrite commission should be treated in the same manner as we treat the salary and expenses of a branch manager.

Mr. Maris has felt that since he was responsible for the formation of the Dearborn Insurance Agency in Chicago, the commission paid to his corporation, Wheeler-Maris, is in the nature of an overwrite commission and as such should be included in our overall expenses and not shown as a direct commission payment. However, in view of the fact that technically Wheeler-Maris is not a general agent of the company, we felt that the trustees should be advised of the fact that this commission is being paid. We will leave the decision to the trustees as to whether the commission shown in the booklet should be left at 2 percent or should be changed to 3.5 percent. If it is changed to 3.5 percent, the figure for Occidental expenses should be reduced from 4.75 percent to 3.25 percent.

Sincerely,

———— ————, *Vice President.*

(P. 17998.)

Mr. Rogan's reply to Mr. Dandy's letter of October 18, 1957, exhibit 40, is quoted as follows:

DEAR MR. DANDY: On behalf of the trustees, I acknowledge receipt of your letter of October 18, 1957, which has been carefully considered by the trustees and their legal counsel and auditors.

Your letter was the first information we received from you that the commissions paid by Occidental with respect to the policies issued to us aggregate 3.5 percent instead of 2 percent. You will recall that you met us last on September 27, 1957, in the office of our cocounsel, Aaron, Aaron, Schimberg & Hess, in Chicago. At that meeting we were reviewing our proposed financial report for the fiscal years ended July 15, 1956 and 1957, which was ready for the printer. We advised you that we desired the report to state the constituent elements constituting Occidental's retention. You checked these elements which showed the broker's commission to be 2 percent, approved the figures and suggested changes in verbiage for the purpose of clarification, which we adopted.

You will also recall that we opened negotiations in April 1954 for revision of Occidental's policies, and ever since we were consistently advised by you and your agent, Mr. Maris, that the commissions were fixed at 2 percent, and it was on this basis that agreement was eventually reached that you would continue to underwrite the health and welfare plan. At a meeting of the trustees held July 8, 1954, your agent submitted your offer to fix the retention at 13.9 percent for a 5-year period beginning July 16, 1954. At that time your agent advised us that the retention was made up of the following elements: Profit, 2 percent; tax on casualty insurance, 0.7 percent; home office expense, 2.75 percent; State tax, 2.35 percent; Chicago claims office expense, 4.1 percent; broker's commission, 2 percent.

The question of the retention had been the subject of many subsequent discussions between you and the trustees and at all times you specifically advised us that the commission was only 2 percent. The final provision for retention of 13.78 percent, which is now in effect, represented a reduction from the 13.9 percent only to give effect to the fact that the 0.7 percent Federal tax was on the casualty insurance only and was not applicable to the life insurance, which adjustment resulted in the overall reduction of 0.12 percent in the retention based upon the aggregate premium for both the life and casualty policies.

Your letter of October 18, 1957, was the first intimation we had that all your previous representations were incorrect, and this advice came as a distinct shock to all of us. The code recently proposed by the National Association of Insurance Commissioners provides that the commission for group policies of this type which have gross annual premiums of approximately $500,000, into which category our policies fall, would range from a maximum of 5 to 1.2 percent. On this basis, the 2-percent commission as now reported by you would be entirely out of line, and the necessity for immediately renegotiating your retention figure is obvious.

The trustees feel that they have been imposed upon and have been put in a very bad light because of their reliance upon your representations as to the amount of brokerage

commission being paid. Your letter of October 18, 1957, which is the first intimation that your previous representations were erroneous, was received after our report containing the incorrect information furnished by you had been printed and was ready for distribution. The trustees took immediate steps to reprint the report to show the correct information and we expect Occidental to pay the cost of such reprinting. More importantly, it is essential that a meeting with your representative be arranged at the earliest possible time for the purpose of establishing a retention effective August 1, 1957. We wish to advise you now that such retention will have to include only proper elements of cost and should certainly be in line with the proposed recommendations of the National Association of Insurance Commissioners.

We would like to hear from you on this matter just as quickly as possible.

Yours very truly,

T. C. ROGAN, *Chairman.*

(P. 17995.)

It was brought out in connection with the concealment of the commissions in the above instance by the Occidental Co. that the local unions involved were a part of the Hotel & Restaurant Workers International, headed up by James Blakely, who was also a trustee of the health and welfare fund and a stockholder in the Dearborn Insurance Agency, Inc.

The present status of Harland R. Maris with the Occidental Insurance Co. came under discussion as indicated by the following, which is taken from the record:

Senator MUNDT. Is Mr. Maris presently an underwriter for Occidental?

Mr. DANDY. He is today, sir.

Senator MUNDT. He has been right along, all through the years?

Mr. DANDY. He was first licensed with us in 1939, I believe.

Senator MUNDT. Can you think of any reason from the standpoint of Occidental why his relationships with Occidental would be such that he would take the fifth amendment concerning his business relations with your organization?

Mr. DANDY. There could be no relations with our organization that I could possibly think of that would cause him to take the fifth amendment.

Senator MUNDT. Can you think of any other reason why one of your underwriters would answer a question to an official committee of the U.S. Congress saying, "Are you an underwriter with Occidental Life?" and he says, "I take the fifth amendment"?

Mr. DANDY. Senator, he was taking it to every question.

Senator MUNDT. Some of the questions I can well understand why he took it, but this one is a little bit curious to me.

Mr. DANDY. There is absolutely nothing in his relationship with us where there would be any reason for taking it that I have any knowledge of whatsoever.

Senator MUNDT. Would you agree with the present speaker that this cannot help but cast bad reflections on Occidental if one of your underwriters, and a very prominent one, tells a congressional committee, "I dare not reveal the fact that I am connected with Occidental because to do so might incriminate me"?

Mr. DANDY. I was greatly shocked to hear it, Senator. This will be reported immediately to our top officers in full. My own opinion, and I feel we will certainly be glad to report it back, is that I believe Mr. Maris will not be an underwriter for Occidental as soon as it can be——

Senator MUNDT. It would be helpful to us if you would report what happens as a consequence of this disclosure.

Mr. DANDY. We will certainly report, Senator, just as soon as we can refer it and act (pp. 17993–17994).

On the following day, March 19, 1959, Mr. H. W. Brower, president of Occidental, sent a telegram to Chairman McClellan advising that the Occidental people had that day given notice of termination to Harland R. Maris, the Wheeler-Maris Corp., and the Dearborn Agency, Inc.

John T. O'Brien, secretary-treasurer of local 710 in Chicago and also second vice president of the Teamsters International, was certainly in a position to clarify for the committee some of the most important points brought out in the hearing. As a trustee of his local's health and welfare plan, plus his connection with the Dearborn Insurance Agency, there was much information he could have provided. However, like nearly all high officials in the Teamsters who had appeared before the committee, he declined to answer the pertinent questions on grounds of self-incrimination. O'Brien started his testimony by pleading the fifth amendment relative to the subpena served on him for his own personal books and records.

After advising the committee that he has been a Teamster since 1915 and secretary-treasurer of local 710 since 1922, O'Brien declined to answer any more questions. He refused to comment on why the union insurance was granted to the Dearborn Insurance Agency and the Occidental Life Insurance Co., and to whether or not he himself played an active role in the Dearborn Agency. Likewise to questions regarding the interests of Frank Brown of the Teamsters and James Blakely and Frank Vacey of the Hotel & Restaurant Workers, he invoked the fifth amendment.

JOHN T. O'BRIEN AND TEAMSTERS LOCAL 710

The committee's interest in O'Brien's part in the Dearborn Insurance Agency extended into some other aspects of O'Brien's activities, especially in connection with local 710 of the Teamsters. In its previous 2 years of hearings, the committee had uncovered a wide variety of methods by which various officials of the Teamsters from President James R. Hoffa on down had exploited the members to their own personal enrichment. However, for sheer brazen plunder, the story of O'Brien and his companion officers and how they siphoned off huge amounts of the union dues was unequalled in the committee's experience.

Staff Member James F. Mundie described to the Senators how these men got rich from the dues of local 710's 14,000 members. In a meeting of the executive board of the union held on June 25, 1953, an arrangement which had previously been in existence was revised creating a large "slush fund" to be divided up by John T. O'Brien, secretary-treasurer; Frank C. Schmitt, president; and Michael J. Healy, vice president. Of the $4 dues paid in each month from each member, 90 cents was to be "skimmed off" to be divided up among these three officers. O'Brien was to receive 45 percent of this money, Schmitt 35 percent, and Healy 20 percent. There is a notation in the minutes of the September 9, 1953, membership meeting that the minutes of the above executive board meeting were read to the membership. It is noted, however, that no specific mention in the minutes is made of the fact that this large chunk of the union dues was to be divided up among the three officers, over and above their regular salaries and expenses.

Just what this arrangement really meant became apparent as Mundie began to put into the record the actual amounts paid to these officers. The 7-year period extending from January 1, 1952, to December 31, 1958, was the basis of the study. The schedule prepared by Mundie showed the following payments to O'Brien for the years indicated, which includes salary, commissions, vacation pay, and Christmas bonuses:

1952	$43,614.86	1956	$74,004.44
1953	52,553.79	1957	77,292.61
1954	62,749.66	1958	90,694.13
1955	70,376.62		

The total to O'Brien for the 7-year period was $471,286.11. The chairman commented that at the present rate, it would appear that O'Brien's "take" for the current year, 1959, would probably be in the vicinity of $100,000. Mundie told the committee that O'Brien had a special arrangement starting in 1956 which would insure his future financial security. It was provided that payments of salary and commission in any one year would not exceed $30,000. The balance due him would accrue to his credit. After his retirement it would be paid out to him over a 10-year period. In this manner, O'Brien took, in salary, commissions, Christmas bonuses, and vacation pay, during the period under study, the sum of $352,356.24, and at the same time had set aside to his credit a total of $118,929.87 (pp. 18012–18014).

O'Brien invoked the fifth amendment to all questions regarding these payments. He also declined to comment on his additional $6,000 a year salary as vice president of the Teamsters International.

The figures for Frank Charles Schmitt, president of local 710, showed the following payments:

1952	$20,080.57	1956	$57,597.98
1953	32,858.96	1957	60,777.49
1954	48,844.13	1958	58,989.87
1955	54,776.22		

The grand total of these payments to Schmitt during the 7-year period was $333,925.22.

Frank Brown, a key figure in the operation of the Dearborn Insurance Agency, had been president of local 710 up to his retirement

in 1953, and is now president emeritus. The payments to him, including his cut of the "slush fund," were as follows:

1952	$29,284.23	1956	$9,850.00
1953	21,640.62	1957	9,850.00
1954	9,849.96	1958	9,850.00
1955	9,849.96		

The total payments to Brown for the 7 years were $100,174.77.

Vice President Michael Joseph Healy came in for his share of the members' dues in the following amounts:

1952	$21,280.53	1956	$36,913.12
1953	26,206.11	1957	40,270.00
1954	31,910.93	1958	39,008.50
1955	35,300.68		

Total payments to Healy were $230,889.87 (p. 18014).

In the year 1958 alone, the amount paid to the three officers and one retired officer was $198,542.50. The grand total for these men for the 7-year period was the astounding figure of $1,136,275.97.

The reaction of the Senators to this greedy exploitation of the dues of the union members is expressed in the following statements of Senator Church and the chairman:

> Senator CHURCH. A Teamsters local of approximately 14,000 members all told, working people, and over a period running from 1952 to 1958 these four officers have extracted, apart from what they have charged the union in actual expenses, and apart from other considerations that we have been inquiring into, some of which have involved the insurance business as an ancillary occupation, a grand total in commissions, accrued commissions, vacation allowances, Christmas bonuses, and salary, of $1,136,275.97, and for 5 years during that period one of these men did not work at all.
>
> I submit that this kind of revelation simply emphasizes that these men are not labor union leaders at all. They are capitalists, and they are capitalists and exploiters in the same tradition as the robber barons of old. They take the Robin Hood story and turn it right around. Instead of robbing the rich and giving to the poor, they are robbing the working people and making themselves rich.
>
> I think it is the most shocking disclosure. I just wish that all the working people could know of it in the same detail that it has been brought to light in these hearings this morning.
>
> The CHAIRMAN. It would certainly justify an absolute rebellion, a rebellion of Teamster members, the rank-and-file members, against the corrupt, robbing, cheating, sordid leadership this union has today (pp. 18018–18019).

FINDINGS—JOSEPH P. GLIMCO AND LOCAL 777, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHICAGO

The committee finds that Joseph P. Glimco possessed none of the qualifications for a bona fide labor leader, and has no interest whatever in the welfare of the 5,000 taxicab drivers, inside workers, and maintenance personnel who comprise the membership of Teamsters Local 777. Glimco was shown to be a common thug and criminal who gained control of this union by violence and by those strongarm methods which are a stock-in-trade of the Chicago racketeer. Under Glimco, local 777 became a captive union. He ruthlessly stifled any opposition by the membership, while he ransacked the union treasury. He was contemptuous of the rights of the members and their families, as he denied them their lawful benefits under the health and welfare plan.

The committee finds also that the officers, trustees, and executive board members of the union are of similar ilk—parasites of organized labor—who worked hand in glove with Glimco in exploiting the hard-working members of local 777.

Specific findings, based on testimony and evidentiary material presented at the hearings, are set forth hereafter.

Glimco and the Fulton Street Market

1. After William "Witt" Hanley died in 1944, Glimco took over Hanley's labor extortion racket in the Fulton Street Poultry Market.

2. Glimco extracted sums ranging from $50 to $125 weekly from Arthur Nelson who operated a scavenger service in the Fulton Street Market. Nelson derived this money from the sale of poultry feathers, picked up by his scavenger service and sold to the Sumner Bros. Cartage Co., but was required to turn the proceeds over to Glimco.

3. Glimco shook down Nelson for $4,000 at the time Nelson sold his scavenger service to Walter Dudek.

4. Glimco similarly "took" Walter Dudek for approximately $4,000 accomplished by having the Sumner Bros. make payments for feathers to John Mallec, Glimco's "Bag Man," rather than to Dudek himself. Mallec then turned the proceeds over to Glimco.

5. Dominic Senese and John Smith, business agents and officers of Local 703, Produce Drivers Union, IBT, Chicago, who were well-known cohorts of Glimco, permitted Sumner Bros. Cartage Co. to employ nonunion truckdrivers as the quid pro quo for the payments to Glimco through Mallec, as described above.

6. Dominic Senese and Victor Comforte, both hoodlum associates of Glimco, were found to own a two-thirds interest in the Broadway Sheet Metal Works, Inc., which corporation has held Government subcontracts to construct Nike sites in the Chicago area. Both of these men invoked the fifth amendment to all pertinent questions put to them by the committee and, by reason of their attitude and activi-

ties, their corporation should be barred from doing business with the U.S. Government in the future.

GLIMCO'S OPERATION OF TEAMSTERS LOCAL 777

1. For many years Glimco, in a typical gangster-type shakedown, forced officers of Teamsters Local 777 to pay over to him as "tribute" a large percentage of their salaries and expense money. His income from this piece of thievery was about $3,000 per month.

2. In 1952, Glimco acquired undisputed control of local 777 by the ouster of Dominic Abata, then president of the union. This was accomplished by threats, intimidation, and the payment to Abata of $12,300 of the union's funds.

3. Glimco diverted $124,321.45 of the funds of local 777 to pay legal fees and other expenses to defend himself in court against Federal charges of labor extortion. The criminal charges against him were unrelated to the affairs of local 777, but involved his ruthless shakedown activities among the merchants of the Fulton Street Market. Included in the sum above was $3,840 paid to Acme Secret Service, Ltd., to investigate officers of the Chicago Police Department in connection with Glimco's trial.

4. In connection with the remodeling of the office quarters of local 777, Glimco diverted approximately $50,000 in union funds, which were used for the most part to purchase a $40,000 house for himself and his secretary, Miss Laverne Murray. It is significant to the committee that Laverne Murray ran the affairs of the union's health and welfare plan, concerning which injustices, abuses, and malpractices were found.

5. Glimco spent $1,045.65 of union funds for personal expenses during the summer of 1953, when he and Laverne Murray took a trip to Los Angeles, Calif., where they stayed together at the Bel Air Hotel, as man and wife.

6. Glimco, at the expense of the union, kept a room at the Oak Park Arms Hotel, Oak Park, Ill., from September 1955 to April 1958. This room, rented in Glimco's name, was for his personal use and the union expenditures for this purpose totaled $6,282.62.

7. Glimco, with the concurrence of the puppet members of the union's executive board, misappropriated large amounts of union money to demonstrate his loyalty and comradeship with James R. Hoffa. A few examples are as follows:

(*a*) The officers of local 777 bought a building lot in 1956 from Sun Valley, Inc., for $890, based on Hoffa's advice that it was a sound investment for the union. Other committee investigations have shown that this real estate venture was set up by Hoffa, as a private deal for him and some of his henchmen.

(*b*) The officers of local 777 spent $4,889.89 for a one-third share in financing the James R. Hoffa dinner held at the Hotel Fontainebleau, Miami Beach, Fla., on September 29, 1957.

(*c*) Together with Oscar Kofkin, vice president of local 777, Glimco incurred and paid a $7,094.55 bill at the Hotel Woodner, Washington, D,C., during the period of Hoffa's bribery trial held in July 1957, in the U.S. district court, Washington, D.C.

8. Glimco used union funds to pay hotel bills for himself and Michael Gaglione of the Upholstery Workers Union, to attend the

wedding of the son of a Cleveland Teamsters official in that city in February 1955.

9. The committee finds that the staggering sum of $327,491.46 was rebated by local 777 to the two large taxi fleets in Chicago, between 1937 and 1958 as their "fee" for collecting membership dues. In the earlier years, the "fee" rebated to the companies was 10 percent of the dues collected from the members, which amount was later reduced to 7½ percent. This practice, unique in the committee's investigations, clearly portrays the contempt with which Glimco viewed the welfare of the membership of the union. This practice was discontinued only after the committee investigators focused attention on this form of raiding the union's treasury.

10. George Marcie, secretary-treasurer of the local and chief henchman of Glimco, spent $10,611.99 of the local's funds in payments to the Tam-O-Shanter Country Club, Chicago, Ill., for membership dues, golf expenses, and other personal expenses incurred by him.

11. Marcie, his wife, and stepson have interests in companies doing business in the headquarters building of the local, i.e., the Don Marcie, Inc., and the Best Sanitation & Deodorizing Co., the latter company with whom Glimco's son received $130 a week as a salesman during periods of time in 1957–58.

12. Marcie and Glimco used their union positions to solicit toilet deodorizing business for Best Sanitation & Deodorizing Co. from the Yellow Cab Co. and Checker Taxicab Co., the local members' principal employers, and from other employers and labor unions.

13. Glimco, in May 1957, made application to have the employees of Marcie's Best Sanitation & Deodorizing Co. become eligible under the health and welfare insurance contract of local 777, held with Occidental Life Insurance Co. This action was never consummated, apparently because of the investigation being conducted by this committee.

14. Oscar Kofkin, vice president of local 777, who has a criminal record which included charges of murder and assault with a deadly weapon, but has avoided incarceration, together with George Marcie and Clovis Joseph Coca, misused $1,656 of the local's funds to pay for an all-expense tour of the Caribbean islands. Kofkin also was with Glimco at the Woodner Hotel in Washington, D.C., during the James R. Hoffa trial and thereby incurred expenses of $7,094.55 paid out of the local's funds.

15. Coca, who, with 2 years left in his term as president of the local, resigned in 1958 in order for Glimco to become president, and the other officers, including Robert Markov and William Pritkin, did nothing to prevent the misuse of the $50,000 of the local's funds in connection with the renovation of the local's headquarters; nor did the officers do anything to stop or to disclose the misuse of the large sums of the local's funds by both Glimco and Marcie.

16. The committee finds that Glimco is determined to retain his ruthless control of local 777 at any cost. When the disclosures by this committee inspired rank-and-file members of the union to restore the legal democratic processes in their organization, Glimco, using goons and thugs, has endeavored to stamp out by violence any movement toward honest trade unionism.

17. The committee further finds that International President James R. Hoffa, and International Vice President John T. O'Brien approved and sanctioned racketeer Glimco as a union leader, condoning his destruction of democracy in local 777 and his exploitation of the membership. Their failure to take any action to remove Glimco, or to retrieve for the Teamster members the union's funds purloined by Glimco can only be defined as their endorsement of his activities and their contempt for the union membership.

Glimco's Associations With Major Gangsters

1. The committee finds that Glimco's record shows that, not only is he a parasite on the labor movement, but is indeed a leech on society. His record of 36 arrests includes charges of murder, assault with a deadly weapon, and extortion. He has managed to avoid incarceration except in one instance.

2. The committee finds that Glimco's close associates include such hoodlums and public enemies as Anthony Accardo, Paul "The Waiter" Ricca, Jake "Greasy Thumb" Guzik, Louis Campagna, alias "Little New York," Anthony "Tough Tony" Capezio, Gussie Alex, and Murray "The Camel" Humphreys.

Glimco's Dealings With Frank V. Pantaleo

1. Pantaleo, the instrument through which Glimco siphoned approximately $50,000 of the local's funds during renovation of the local's headquarters, conspired with Glimco and Laverne Murray to use these funds to build the home at 1215 Oak Park Avenue, Oak Park, Ill., for Glimco and Murray.

2. Pantaleo purchased 20 shares of A.T. & T. stock for $3,509.95 for Glimco's children.

3. Pantaleo's hotel expenses in attending a testimonial dinner with Glimco for James R. Hoffa in Detroit, Mich., in April 1956, were paid out of the local's funds.

4. Pantaleo, a partner of gangster Charles "Cherry Nose" Gioe, now deceased, paid no rent to the local during the period that he operated his construction business from office space in the local's building.

5. Pantaleo was associated, in the wholesale egg business at the Fulton Street Poultry Market, with Glimco's crony, Dominic Senese, and another hoodlum associate of Glimco's, Victor Comforte.

The Dearborn Insurance Agency

1. The committee finds that the Occidental Life Insurance Co. was a party to questionable actions in connection with labor group insurance policies written through the Dearborn Insurance Agency in the Chicago area. Occidental entered into a side arrangement with Harland H. Maris, an insurance broker, under which three of his entities received overwrite commissions of some $175,000. No constructive service was performed for these payments which were over and above commissions already found to be excessive.

2. The committee finds that Allen Creitz, manager of the group insurance department for Occidental in Chicago, not only received

a bonus from the underwriter on group business written in that area, but also shared in the profits of the Dearborn Insurance Agency. Creitz, who was fired by Occidental a week prior to his appearance before the committee, testified that he notified a company officer about his conflict of interest about a year before he was discharged.

3. The committee finds that Glimco acted with scornful disregard for the welfare of his members and their families in settling accident and sickness claims filed by members of local 777.

Members of his union testified before the committee that benefits due them under the policy were denied and, when they insisted upon their rights, Glimco had them fired from their jobs.

The day after the hearings were completed, Occidental wired the committee that it had terminated its agency contracts with Maris and Dearborn, and had canceled Glimco's authority to pay claims. But Glimco had been passing on claims for a number of years.

4. The committee finds that, in delegating authority to Glimco to pay claims, Occidental did so without establishing controls to assure fair treatment of union members covered by its policy. It would seem that Occidental was more interested in underwriting this business than with observing the high standards of the industry.

5. The committee finds that John P. Dandy, vice president of the group life department of Occidental, was vague and equivocal in explaining the side arrangement between Occidental and Maris, especially when he testified about the excessive commissions and so-called administration fees paid to Dearborn and the other Maris entities.

6. Maris withdrew approximately $94,000 from Dearborn between 1950 and 1952, in the form of checks, which he cashed or deposited. Staff investigators could find no trace as to how Maris disposed of the greatest portion of these funds—some $58,000 which was converted to cash. There was evidence of collusive arrangements between Maris and officials of local 710, local 777, and the Chicago Hotel & Restaurant Workers Union, which placed their insurance with Dearborn. All the persons involved took the fifth amendment leaving strong suspicions on the part of the committee that the cash was used for payoffs to the union leaders.

7. The committee finds that the excessive commissions paid under these policies, by absorbing a large part of the premium dollar, were detrimental to the rank-and-file union members and their families; also that the sole interest of Maris and his cohorts was self-enrichment.

8. The committee finds that Jerome Schultz and Lawrence Chez, independent accountants for Dearborn, together with L. W. Wrixon, attorney for Maris, were less than candid in their testimony regarding the affiliation of Chicago labor officials in the affairs of Dearborn. They disclaimed any knowledge of the whereabouts of the stock certificate books which it is believed would have established the fact that officials of local 710, and the Hotel & Restaurant Workers Union in Chicago were, in reality, the stockholders of Dearborn.

9. The committee finds that John W. Murray and Elmer Crane, who shared in the profits of Dearborn, were reluctant to disclose any details when testifying in relation to improper conduct and conflict of interest on the part of O'Brien, Brown, and Blakely in connection

with the roles each played in throwing the insurance to Dearborn. It is significant that Murray and Crane were not perturbed by these irregularities until such time as they discovered that Maris had deceived them with respect to the side arrangement he had with Occidental and that they, personally, were thereby adversely affected.

10. The committee finds that Frank Brown, in his dual positions as president both of Joint Council 25 and local 710, together with John "Sandy" O'Brien dominated the other trustees and that they were largely responsible for the high commissions paid Dearborn.

John T. O'Brien and Teamsters Local 710

1. The committee finds that the arrangement by officers of local 710 to pay themselves commissions out of the dues and initiation fees of the members of the local, in addition to their other remunerations, are reprehensible and unconscionable, and exemplify exploitation of the membership in a most amoral manner.

2. Brown and O'Brien were two of the four officers of Local 710, Meat Drivers & Helpers, Highway Drivers, Dockmen & Helpers, IBT, Chicago, who drained the local's treasury of $1,136,275.97 in salaries, vacation allowances, Christmas bonuses, and commissions and accrued commissions during the years 1952–58.

3. John T. O'Brien, second international vice president of IBT, and secretary-treasurer of local 710 since 1922, over this 7-year period received or had accrued for his benefit, in addition to actual expenses paid to him, a total of $471,286.11, which included $258,756.40 commissions paid, and $118,929.87 commissions accrued.

4. Frank Brown, president of local 710 during 1952 and part of 1953 when he retired, received from 1952 to 1958 a total of $100,174.77, which included the sum of $49,259.92 paid him as an honorarium as president emeritus of the local.

5. Frank Charles Schmitt, who succeeded Brown to the presidency of local 710, received in salaries, commissions, vacation allowances, and Christmas bonuses during the 7-year period a total of $333,925.22, and Michael Joseph Healy, vice president of local 710, received during this 7-year period a total of $230,889.87.

JAMES R. HOFFA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (1959)

Introduction

Of all the labor unions investigated during the 3 years the Senate Select Committee on Improper Activities in the Labor or Management Field has been functioning, none has presented a more critical problem than the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America.

In size alone—some 1,600,000 members—and the fact that its operations directly affect transportation and commerce in virtually every segment of American business life almost automatically created the focal point for the type of investigation to which the committee was ordained by its mandate from the Senate.

Shocking and disgraceful conditions within the Teamsters Union were exposed by the committee during its 1957 and 1958 hearings. There was overwhelming evidence of infiltration of this union by racketeers and hoodlums who had seized and held power at all administrative levels. There was irrefutable testimony that James R. Hoffa pushed his way into the presidency of the Teamsters International with their active support and assistance. There was unmistakable evidence of organized violence in labor-management disputes and indiscriminate levying of tribute to insure labor peace.

Plundering of union treasuries and health and welfare funds, ruthless denial of democratic procedures, and outright betrayal of rank-and-file members were clearly established by great masses of testimony spread on the record before the committee during 1957 and 1958.

The 1959 hearings produced additional testimony bearing on all of these abuses as the committee sought to ascertain the effect upon the Teamsters International of patently improper activities by Hoffa and the assortment of disreputable and questionable characters with which he has surrounded himself.

With the previous testimony having shown conclusively that Hoffa participated with other Teamster leaders in the negotiation of substandard top-down contracts, the committee devoted considerable time during its 1959 hearings to exhaustive examination of Hoffa-inspired and Hoffa-led collective bargaining policies. This produced incontrovertible evidence of special deals and side arrangements for certain favored employers which were never reduced to writing, were never ratified by the employees so concerned, and profoundly affected their economic well-being.

The 1959 testimony also pointed up radical and unauthorized departures from established grievance procedures and calculated failure to enforce contract provisions. Vigorous and anguished protests

were peremptorily crushed and penalizing tactics were used to quell rebellious dissidents.

There was also testimony that a high-ranking Ohio Teamster official was deeply involved in a bewildering plot to smuggle armaments to the Caribbean area in a surplus U.S. plane, and that hundreds of thousands of dollars of Teamster funds had been earmarked to provide some of the financing for this venture. Only the awareness that the committee had the matter under active investigation halted this scheme.

Despite the fact that the committee already had exposed the gross misuse of Teamster funds by Hoffa in a Florida land venture, the 1959 hearings produced evidence that Hoffa was operating through close associates to revive the Florida project, heretofore distinguished only by the fact that hundreds of union members had purchased lots that could not be found and which stood little chance of being developed even if their location could be ascertained.

The 1959 testimony also showed that those fronting for Hoffa and his associates were able to obtain real estate development loans from Teamster welfare and pension funds to the tune of hundreds of thousands of dollars.

Also spread on the record before the committee was testimony indicating that Hoffa maneuvered unsuccessfully to secure a measure of control over the court-appointed board of monitors that has been overseeing Teamster affairs since Hoffa was permitted to assume the presidency provisionally. Actively participating in this move, according to the testimony, were Harry Bridges and Louis Goldblatt, leaders of the Communist-dominated International Longshoremen's and Warehousmen's Union on the west coast, with whom Hoffa has formed an alliance.

There was also testimony during 1959 that Hoffa furnished financial assistance to a Communist-led independent union on the west coast and that he had failed to move against a known Communist official of a New York union who had been convicted of extortion.

Although Hoffa has rejected claims that his union is a refuge for traffickers in narcotics, there was uncontradicted testimony during 1959 that many officials of Teamster affiliates continue to hold their positions despite convictions for pushing dope. There was even testimony that the office of local 805 in New York was used as an operating base by a convicted peddler who was a close friend of the local's secretary-treasurer. The latter, incidentally, was shown to have reaped huge profits from dealing in stock of companies with which he had negotiated labor contracts, with these stock deals financed by unsecured and interest-free loans from interests identified with the companies.

The 1959 testimony also served to reemphasize the close ties between Hoffa and Paul Dorfman, a major Chicago underworld figure, whose family has profited handsomely from insurance business placed by Teamster affiliates under Hoffa's control. Teamster money was spent for the purchase of quonset huts transported to a Dorfman-Hoffa-Brennan-owned camp in Wisconsin by Hoffa's orders. The freight bill for the shipment had not been paid at the time of the committee's hearing almost 3 years later. It was owed to a trucking company whose owner has said that he once lent Hoffa $5,000 in cash.

The 1959 testimony showed that Paul and Allen Dorfman were the sources of some of the $19,950 paid to Hoffa's codefendant in the wiretap trials, Bernard Spindel, whose lawyers received an additional $14,000. Witnesses who took the fifth amendment balked committee efforts to ascertain the source of most of this money.

The 1959 hearings revealed too that Hoffa has shown virtually no inclination to move against a variety of thieves, robbers, burglars, arsonists, white slavers, extortionists, dope peddlers, and even murderers who are holding office in Teamster affiliates. In one Tennessee situation where Hoffa "suspended" the officers, the suspension for some reason never took effect. One officer went on leave of absence with full pay after being convicted of income tax evasion, and the other "suspended" official took over the presidency of the local as successor to the convicted felon.

In another Tennessee case, thousands of dollars of members' dues money were spent defending officials whose families received monthly allowances while they were in jail. These imprisoned officers also were due to receive back salaries upon their release. In New York, Sam Goldstein, a Johnny Dioguardi stalwart, continued to draw his $400 a week while sitting in a prison cell.

The committee also heard testimony from truckers in New Jersey that three other Hoffa aids, including an international vice president, John Conlin, and Anthony "Tony Pro" Provenzano, president of joint council 73, exacted tribute in exchange for labor peace.

These are but a few of many cases highlighted by the 1959 hearings which also brought to light more evidence of collusion with employers, more evidence of sweetheart contracts, and evidence that racketeers and hoodlums in official capacities in Teamster unions even engaged in strikebreaking to get what they wanted in marked contempt for the welfare of the rank and file.

Hoffa Contract Policies Destroy Local Autonomy

James R. Hoffa's rise to power in the International Brotherhood of Teamsters is directly traceable to his remarkable ability to associate himself with the image of the master negotiator. Adroit propaganda generated by Hoffa and his followers seeks to minimize the committee's exposure of shocking conditions within the Teamsters Union by vigorously pursuing the theme that corruption is unimportant when measured against the success of Hoffa and his principal lieutenants in negotiating fine, high contracts greatly benefiting the general membership.

Previous reports of this committee have dealt at length with the exploitation of the $40-a-week Puerto Rican and Negro workers who belonged to Teamster locals established and sponsored by Hoffa in New York and operated by his hoodlum associates. Nor has Hoffa ever been able to explain away conditions in Detroit, his own bailiwick where Teamster Union carwashers worked under contracts paying them $2.50 for a 10-hour day. But these and other comparable situations elsewhere in the United States were concerned principally with Teamster Union affiliates only remotely connected, if at all, with the national trucking industry. Consequently, the committee turned its attention in 1959 to an appraisal of Hoffa's bargaining techniques

in local cartage and over-the-road trucking with which his union is primarily identified.

Hoffa rules the Central States Conference of Teamsters. He has been its chairman and has also held the negotiating chairmanship of the Central States Drivers Council.

In the course of several hearings in 1959 the committee received testimony that in Hoffa's Central States Conference some favored employers, including some with whom Hoffa had special business or social ties, have obtained special deals or side arrangements which circumvent written contracts at the expense of union members. There is substantial evidence that in some instances these side arrangements were never ratified by the rank-and-file members of the union and were never reduced to writing. The whole trend of the testimony charged Hoffa with a continuing campaign to assert autocracy in negotiations as opposed to the rights of local unions to invoke the traditional autonomy of negotiating at the local level.

Also spread on the record before the committee was considerable testimony that Hoffa and his lieutenants visited reprisals upon local union officials who chose to oppose the Hoffa way of doing business with the employers. There is evidence that he intervened in New York contract negotiations in 1954 primarily to wipe out a pocket of resistance there and that industry negotiators feared that the trend of events presaged control of the industry in the area by the underworld.

A variety of witnesses, including members and officials of the union itself, testified that Hoffa sought to achieve uniformity between the Central States contracts and those in other parts of the country, not by negotiating up to the level of locals who had better contracts, higher wages, and better terms for the men, but by freezing the local contracts until the Central States contracts caught up. Officials of Ohio affiliates who are within the jurisdiction of the Central States testified that Hoffa hacked away at the superiority of their contracts for the same reason.

Several witnesses testified that Hoffa had—

(1) Permitted emasculation of the maintenance of standards clause in Teamster contracts which safeguarded gains made in prior years.

(2) Acquiesced to a management prerogative clause, a concession which wiped out or materially lessened contract provisions on wages and working conditions. In one case, according to the testimony, this clause was costing the individual driver an estimated $2,000 a year.

(3) Permitted departures from the established grievance machinery in contracts and made no effort to enforce other contract provisions.

(4) Set up procedures outside the contract under which grievances were channeled through Hoffa's local 299. In one case Hoffa permitted an employer to transfer all of his drivers into local 299, despite the fact that they were domiciled in many States.

Joseph M. Adelizzi, managing director of the Empire State Highway Transportation Association, with more than 25 years' experience in the field of labor-management relations, told the committee that

contracts in the New York area and in the East generally, measured in terms of total labor costs, are higher than contracts negotiated in the Central States Conference, where Hoffa is the chief spokesman for the Teamsters.

Individual truck drivers in the East, according to Adelizzi, enjoy benefits superior to those prevailing in the Central States. Over-the-road drivers, the number of which is many times greater in the Central States, do not, for instance, receive overtime. Figures introduced into the record show that Hoffa's own local 299 in Detroit has an hourly rate of $2.53 as contrasted with $2.65 for local 701 in central New Jersey.

The Eastern Conference of Teamsters, Adelizzi stressed, as far as the New York area is concerned, has just barely made its influence felt. It is not general in its coverage of the eastern seaboard. Negotiations in the East, for the most part, are with individual locals. In the Central States, however, the locals do not participate at all, except as represented on conference or areawide committees.

In 1948, Adelizzi said, the trucking industry attempted areawide negotiations in New York and reached a settlement with a group of 12 or 13 locals. Local 807, however, refused to ratify the settlement, and the agreement ultimately reached was based on the settlement finally reached with local 807. From 1948 to 1954, with the exception of Hudson County, N.J., where locals 560, 617, and 641 traditionally had bargained together, the negotiations went back on an individual basis.

In 1954, at the suggestion of Thomas Hickey of local 807, then an organizer for the Teamsters International, another attempt at area negotiations was undertaken, Adelizzi said, but company spokesmen soon became aware that rivalries on the union side between Hickey on the one hand and John O'Rourke and John Conlin on the other were eroding any hope for settlement on an overall basis. O'Rourke and Conlin long have been identified with the Hoffa wing of the Teamster organization.

Adelizzi said that management was unwilling to accept a minimum package calling for a 25-cents-an-hour increase, and an impasse was reached. Dave Beck, then international president of the Teamsters, sent into New York a committee of vice presidents headed by Hoffa.

Word eventually filtered through from employers in the Central States area that an agreement based on 18 cents the first year and an additional 7 cents the second year would be acceptable to Hoffa, Adelizzi stated, and the same proposition came from Hoffa personally at a subsequent meeting at which Hoffa also proposed making it 17 and 8. When Hoffa was asked if he had authority to make such an offer, Adelizzi continued, he said he did not but hoped to get endorsement from Beck and approval from the union committee. Resistance by Hickey and local 807 defeated the move, Adelizzi added, and local 807 withdrew from the union committee and began forcing the employers with whom it had contracts to sign on the basis of 25 cents. Ultimately management had to go along on the same pattern.

Adelizzi said that the industry felt that the Hoffa offers represented an effort to undermine Hickey and local 807 and "we were rather reluctant to surrender control to some forces from the Midwest, so to speak" (p. 19303).

Mr. KENNEDY. Was it also felt by you and by some of your colleagues that if you signed up on this basis (18 and 7 or 17 or 8), even though it would be more profitable to you, it would be, in fact, turning over the trucking business and the trucking industry in New York to the underworld or the mob?

Mr. ADELIZZI. There was a strong suspicion of that, a strong fear of that (p. 19304).

Adelizzi testified that Johnny Dioguardi and Phil Weiss, notorious labor racketeer associates of Hoffa, were "in the hallways in the hotels, wherever we were meeting," and that Weiss made an approach at a later time to a representative of one company suggesting that the terms of the contract could be alleviated if the insurance was given to somebody of Weiss' choosing.

Mr. KENNEDY. At the time that Mr. Hoffa came in, did he also bring in some of the midwestern carriers?

Mr. ADELIZZI. I wouldn't know that, but they were here, they were present. I understand that they were in the hallways in the hotel that Hoffa stayed at. There were negotiations going on all over the city, apparently, with everybody except the committees that were charged with the responsibility of negotiating (p. 19305).

An affidavit from John Strong, now president of local 807, read into the record at this point, declared that information came to him that negotiations were then due in the Central States Conference, that Hoffa and the big midwestern carriers already had agreed to a 17-and-8 package, and that they were on hand in New York to see to it that the agreement in New York "conformed to this pattern."

"Following the 1954 negotiations, a strong effort was made to defeat Tom Hickey and me in our local union," Strong declared (p. 19306).

Adelizzi resumed his testimony by stating that in 1956 there were two different sets of negotiations. One was carried on by midwestern carriers who negotiated with the three Hudson County locals, local 445 in Yonkers and local 816 in New York. Adelizzi's group negotiated a contract with local 807 alone and then used this as a pattern for settlement with the other locals in the area.

Mr. KENNEDY. This was an effort in 1954, then, and then again in 1956 to destroy the effect of local 807?

Mr. ADELIZZI. I would think so.

* * * * *

Mr. KENNEDY. And so that determination had to be made at that juncture, and the basis of your determination to go along with 807, although it cost you money temporarily, was that you felt at that time that if you made this contract and took the bait that was being offered to you, the underworld or the mob would come in and take over the trucking in that area?

Mr. ADELIZZI. That is correct (p. 19308).

Carney D. Matheson, a Detroit attorney, is general counsel of the labor division of the Michigan Motor Carriers Employers Association and counsel and chairman of the National Automobile Trans-

porters Association. He has been negotiating motor carrier contracts for 25 years, a great deal of the time with Hoffa.

In 1955 and again in 1958 he was hired by Anchor Motor Freight, Inc., and Nu-Car Carriers to represent them in negotiations with the Eastern Conference of Teamsters. Each firm paid him $20,000 for the initial negotiations in 1955.

Patrick J. O'Neill is assistant to the president of Anchor Motor Freight. His father, H. M. O'Neill, heads the company. An uncle, F. J. O'Neill, also figured in the testimony, although he holds no official position with the company.

Matheson and Patrick O'Neill were summoned as witnesses before the committee. Matheson acknowledged that—

(1) Hoffa and Owen Bert Brennan some years ago purchased from Oren DeMaas, then liquor commissioner of the State of Michigan, his interest in the Terminal Realty Co. in which Matheson also had an interest.

(2) Hoffa had a $20,000 interest in the P.M.L. Co., formed to refinance a brewery operation. Matheson also had a substantial interest in P.M.L. but had no idea where Hoffa got the $20,000 in cash which he invested and then lost when the company failed.

(3) Matheson's brother Albert formed J & H Sales Co., which later became the National Equipment Co. The stock was first held by a front man, James Montanti, and then was transferred to the wives of Hoffa and Brennan in their maiden names. Montanti's office was next door to the office of Carney and Albert Matheson in the Penobscot Building in Detroit, and after the stock transfer Albert was secretary-treasurer of J & H.

(4) The National Equipment Co. eventually was sold to the Convertible Equipment Leasing Corp. for $10,000 at a time when it had a value of minus $6,000. Carney Matheson had an interest in Convertible and its subsidiary, Baker Driveaway, which leased equipment from the parent company.

The record before the committee also shows that Ralph Wilson was an investor in P.M.L. Wilson represented the Continental Insurance Co., the company that first obtained the health and welfare insurance from the Michigan Conference of Teamsters which later was turned over to Hoffa's Chicago associate, Allen M. Dorfman.

> Mr. KENNEDY. Did you think it was proper, Mr. Matheson, to go into business, when you were head of a negotiating committee, to be in a financial business with the union official who was conducting the negotiations on behalf of the union?
>
> Mr. MATHESON. Mr. Kennedy, at that time no one thought very much about it.
>
> Mr. Hoffa wasn't quite so prominent. He certainly was not the political figure he is today. I didn't look at it from the standpoint of going into business with him at all in those enterprises. I was not in business with him in the sense that you are using it (p. 19317).

Matheson also testified that he did not impute any wrong to the fact that business was conducted by Hoffa and Brennan in their wives' maiden names.

Senator ERVIN. Can you tell me any motive which a married man would have for putting property or corporate stock in his wife's maiden name other than that which springs from a desire for concealment?

Mr. MATHESON. Well, it may be for personal reasons. There might be good reasons as well as bad for the concealment, as you call it. But I don't see how you could impute wrong, per se, because it is stock or business in his wife's maiden name (p. 19319).

This provoked a lengthy interrogation of Matheson about another situation of similar character which already had been fully aired before the committee. Hoffa had gone to the assistance of Commercial Carriers Corp., in Flint, Mich., to settle a labor dispute. This was immediately followed by the creation of Test Fleet Corp., set up first in the name of James Wrape, general counsel of Commercial Carriers, as a Tennessee corporation and then transferred into the maiden names of the wives of Hoffa and Brennan. Commercial Carriers guaranteed a $50,000 loan for Test Fleet, provided the company with the services of its attorney, Wrape, and its accountant, Elliott Beidler, at no charge, and awarded the new corporation loose contracts for the hauling of Cadillacs which resulted in a profit of $125,000 over a 7-year period for Mrs. Hoffa and Mrs. Brennan.

Matheson testified that he handled the strike at Flint "and those two things were not related. There was no connection whatsoever." Confronted with the time sequence, Matheson said he didn't know that the formation of Test Fleet occurred almost immediately after the settlement of the dispute. Matheson was also reminded that he received a letter from Bert Beveridge which showed that Hoffa, some 3 or 4 months after the formation of Test Fleet, was taking the side of the employer against the employees in connection with the rehiring of some of Commercial Carriers employees.

Matheson maintained also that he did not see any conflict of interest in the case of a man who is collective bargaining agent for a union and also has business transactions with employers.

Matheson denied that Hoffa had suggested to Anchor Freight that he be retained for the eastern conference negotiations in 1955. He admitted he discussed with Hoffa the progress being made, but he emphasized that Hoffa did not participate in any decisions as to contract terms.

Mr. KENNEDY. And Mr. O'Neill, you state that in the 1955 negotiations you didn't discuss the contract at all with Mr. Hoffa; is that right?

Mr. O'NEILL. No, sir.

Mr. KENNEDY. You say that Mr. Hoffa never suggested that Mr. Matheson be brought into this matter?

Mr. O'NEILL. I never discussed it with Mr. Hoffa, Mr. Kennedy.

Mr. KENNEDY. And he didn't suggest Mr. Matheson to represent you?

Mr. O'NEILL. No, sir (p. 19326).

Introduced at this point was an unsigned memorandum obtained from Anchor Motor Freight files which related that Hoffa had asked

for a meeting with Matheson, P. J. and F. J. O'Neill, and that the meeting lasted 3 hours on June 7, 1955. The memorandum also recited that—

> Mr. Hoffa had received copy of demands of eastern conference. Hoffa's general reactions were—
>
> (1) Demands were ridiculously high.
>
> (2) Hoffa had a personal interest because he did not want the eastern conference to get out of line with national conference.
>
> (3) Hoffa thinks eastern conference will be merged with national conference at next contract inasmuch as there are so few carriers in the East.
>
> (4) Hoffa thinks negotiations are going to be rugged. This is always true when multiple contracts are merged, plus much individualism in the eastern union circles.
>
> (5) Hoffa states that he is chairman of all automotive transportation conferences and no strikes can be authorized by the international union without his sanction. He would not sanction an eastern conference strike, if employers were reasonable.
>
> (6) Unauthorized strikes could occur, but if this did happen he would be called into the picture.
>
> (7) Hoffa gave background of eastern union officials.
>
> (8) Suggested procedure was to move slow and by steps. Hoffa thought it would be wise to use Carney in negotiations (p. 19327).

O'Neill acknowledged that his uncle had prepared the memorandum and that the meeting had taken place, but he said the meeting was prompted by a strike in local 107 in Philadelphia and he did not recall "in any way discussing this eastern conference procedure with James Hoffa" (pp. 19327–19328). The memorandum, O'Neill said, was prepared with the idea of providing information to his company's one shipper, General Motors. Although he was at the meeting, O'Neill maintained he did not hear any discussion of the points mentioned in the memorandum.

At this point another letter was introduced into the record from Anchor's files which showed that, while there was discussion of the eastern conference demands at the June 7 meeting, Anchor never received the formal demands from the union until June 23. Also made a part of the record was a letter showing transmittal of a copy of the demands to Hoffa by the eastern conference on June 3, 4 days before the meeting.

> Mr. KENNEDY. Did you ever tell any of the union officials, Mr. O'Neill, that you had Mr. Hoffa in your back pocket?
>
> Mr. O'NEILL. No, sir.
>
> Mr. KENNEDY. Did Mr. Hoffa ever relate to you that that had been discussed with him?
>
> Mr. O'NEILL. No, sir (p. 19332).

One of the locals with which Anchor Motor Freight had a contract was local 445 in Yonkers, N.Y. The events preceding the signing of the contract and those transpiring afterward were significant.

Anthony Topazio, a member of local 445, was before the committee in 1957 in the investigation of the New York paper locals. At that time he took the fifth amendment with respect to his association with Johnny Dioguardi, Sam Zakman, and others.

This time he was a cooperative witness and told of serving 10 months on Riker's Island in New York for conspiracy and attempted extortion growing out of his service as business agent for Dio's local 649. When he emerged from prison, he became a member of local 445, controlled at that time by Lester Stickel and Philip Massiello, who ultimately were jailed for shaking down New York milk dealers for $64,000.

Topazio testified that Theodore G. Daley led a rank-and-file movement against Stickel and Massiello and succeeded in wresting the leadership of local 445 from them. In 1955, he said, he was called to Abe Gordon's apartment in the Hampshire House where he met Dio and John O'Rourke, who instructed him to go to Daley and James Hopkins and offer them jobs as business agents if they would cease their efforts to oust Stickel and Massiello. Nothing ever came of his efforts to discuss the proposition, Topazio said.

After agitation began for formation of an independent union, Topazio stated, he contacted O'Rourke. This was after Daley and his forces had won control of local 445. Topazio quoted O'Rourke as saying "OK, go ahead. Anything to give them trouble," and he declared that O'Rourke gave him $200 to help finance the independent local. This move for an independent local fizzled out.

Topazio testified that he had been told by Hopkins in 1957 that Hoffa sought Hopkins' vote as a convention delegate with a promise by him and O'Rourke that some members of local 269, which were infringing on local 445's jurisdiction, would be transferred into local 445 if Hopkins voted the right way.

On February 24, 1958, Topazio said, he was ordered expelled from local 445 for fostering dual unionism and appealed to joint council 16, then headed by O'Rourke. O'Rourke ordered a new trial, but local 445 appealed from his ruling. Finally, a week before Topazio's appearance as a committee witness, he was adjudged guilty at the international level but was ordered reinstated inasmuch as he had been deprived of membership since February 24, 1958.

> The CHAIRMAN. But as I understand it, Vice President O'Rourke actually helped finance this independent union, did he?
>
> Mr. TOPAZIO. That is right.
>
> The CHAIRMAN. Was he expelled?
>
> Mr. TOPAZIO. No, sir. That is one of the reasons, Senator, that I believe that expulsion has been held up there, because now that I do become a member I do have the grounds in this constitution to bring the charges up against Mr. O'Rourke.
>
> The CHAIRMAN. Are you going to bring them?
>
> Mr. TOPAZIO. I certainly will (pp. 19338–19339).

Daley, who is the secretary-treasurer of local 445, graphically described the tribulations of those who run counter to the wishes of Hoffa and his minions. Daley testified that since his group took

over control of the local in December 1955, he has had opposition from "just about every one" of the international officers from Hoffa down, including John O'Rourke, who, in addition to being an international vice president, is also head of joint council 16, in the New York area.

Daley declared that contracts he has negotiated for local 445 are considerably higher from all viewpoints than contracts in the Central States conference.

> Mr. KENNEDY. * * * Do you feel that the contracts that were negotiated with the Anchor Motor Freight in 1958 by Mr. Hoffa are good contracts?
>
> Mr. DALEY. No, I do not (p. 19340).

Daley testified that there are 3,000 members in local 445, and that his group went to a meeting in Newburgh on November 14, 1955, intent on nominating a slate to oppose that headed by Stickel and Massiello. They were told by John Valentino, then a business agent, that no meeting would be held "because Stickel and Massiello were in jail and were not afforded opportunity to be nominated" (p. 19342).

When the officers then serving stalked out of the hall, Daley said, his group remained and elected a rank-and-file committee to prepare for the nominations that had been rescheduled for December 12.

The next night, Daley said, he drove a trailer carrying 30,000 pounds of paper out of Saugerties, N.Y., and stopped to eat at a diner in Kingston. Not long after he drove away from the diner, the drive wheels flew off the truck. It went over an embankment, "and I went over with it." Daley was in the hospital for 2 weeks and on the incapacitated list for a year. State police investigating the accident found that the truck had been tampered with.

On December 12, when Daley and his followers arrived at the union hall in Yonkers, they found the doors barred and a sign announcing that no meeting would be held. After conversation with policemen who were on hand and the owner of the building, Daley and his men removed the barriers and opened their meeting for the nominations. Stickel and his supporters arrived and "attempted to cause considerable trouble" but were told to leave by the police.

The election was held the same night, but Stickel and his group refused to recognize the new regime. A year of litigation followed before the court ruled that Daley and his slate were the legally elected officers.

While all this was going on, Daley testified, Stickel was carrying on negotiations with Anchor for a contract. It was submitted to the membership on February 10, 1956, and rejected by a vote of 154 to 60. On March 3, a strike vote was taken. The strike was approved, 107 to 93, but despite this Stickle went ahead and signed a contract with Anchor on March 14, 1956, Daley declared.

> Mr. KENNEDY. Did you understand that Mr. O'Neill went to the Eastern Conference of Teamsters and was told that it was proper for them to negotiate the contract with Stickel? Did you understand that?
>
> Mr. DALEY. I knew it was Mr. O'Neill's position, and he stated it to me personally (p. 19344).

Daley also testified that during this same period O'Rourke was making his bid for the presidency of joint council 16 and tried unsuccessfully to have Stickel and Massiello recognized as local 445's delegates.

Daley declared that Patrick J. O'Neill remarked to two men on the picket line "that his uncle had made the Eastern Conference of Teamsters and that he had Hoffa in his back pocket." Daley reported this to Thomas Flynn in the union's Washington office, "and his reaction was that P. J.'s old man ought to buy him a big yacht and bad girl and send him on an extended trip around the world." He said he also told Hoffa about it, and Hoffa took O'Neill into his office and emerged later to say, "I will guarantee you he is straightened away" (p. 19346).

In February 1957, Daley went on, Chester Fitzpatrick became labor relations director for Anchor Motor Freight. He had been the business agent of Teamster Local 170 in Framingham, Mass. The Anchor contract had a provision for 1 cent a mile above basic rates from December 1 through April 30. This was winter mileage pay, based on the fact that the drivers' time is slower during the winter months.

Daley said Fitzpatrick filed a grievance based on a claim that this also covered breakdowns. However, the company paid this during 1957. The company also made other demands which Daley resisted on the strength of the maintenance of standards clause which protects concessions won by the Teamsters in prior years. But a series of meetings between union and management followed in an effort to settle on conditions. When management representatives repudiated agreements made during negotiations on December 12, 1957, an immediate strike was called. The issue went to court, and there was an eventual ruling that the strike was illegal. The union has appealed.

Daley said the drivers were fired after the court decision, and the company was refusing to rehire any of them without a statement on their application for reemployment that they had been discharged for an illegal strike. The company then sought to impose a "yellow dog" contract embodying the conditions they had failed to obtain through the negotiations, but the court struck this down by inserting in its order a provision barring reprisals against the drivers pending disposition of the union appeal.

Daley asserted that when the 1958 truckaway negotiations first began, "all of the local unions talked about disaffiliating with the Eastern Conference" but found that this could not be done under the interpretation of the international constitution. When Anchor Motor Freight remained adamant in insisting upon adoption of its interpretation of the strike clause, the management prerogative clause and several other clauses, Hoffa announced he was going to enter the negotiations.

> Mr. KENNEDY. Did you lose all of the clauses in the contract that you were fighting for? I think Mr. Matheson stated or Mr. O'Neill stated this morning that they got virtually what they were trying to get.
>
> Mr. DALEY. I will concur in that (p. 19351).

The locals, Daley said, applied for sanction to call a strike, but when the negotiations were moved to Washington he was told by Tom Flynn that sanction would not be granted.

> Mr. KENNEDY. Did he say that the little man doesn't want a strike?
>
> Mr. DALEY. Yes, I believe that was part of the discussion.
>
> Mr. KENNEDY. And the little man was Mr. Hoffa; is that right?
>
> Mr. DALEY. As we know him (p. 19353).

When asked about his reaction to Topazio's testimony that O'Rourke had contributed finances to the move for an independent union to take membership away from local 445, Daley labeled this as "a cardinal sin in the labor movement. This is the worst type" (p. 19354).

"And I might add from what I heard here today Mr. Topazio wouldn't be the only one bringing charges against Mr. O'Rourke," Daley declared.

Richard Grabowski, formerly union shop steward in Baltimore at Anchor Motor Freight and now business agent for local 557, which has 4,500 to 5,500 members engaged predominantly in over-the-road hauling, testified that his local's contracts are quite a considerable amount better than the contracts in the Central States Conference.

Grabowski said his union has the best car-hauling agreement in the country, and the five local unions associated with the contract carriers in the area "are the only car-haul people who receive premium pay for Saturday or Sunday work" (p. 19397).

Grabowski explained that prior to the 1955 negotiations, because it took men driving in mountain areas longer to complete trips than men who drove in flat areas, the union had worked out an hourly rate system designed to put both classes of drivers on an equal footing. As a result of the 1955 contract negotiations, in which his local was compelled to change to a mileage breakdown, presumably to achieve uniformity, Grabowski asserted, his local lost some benefits it had obtained in prior years. This led to conflict between Anchor and the union during the 3-year term of the 1955 agreement.

After 4 months of negotiations in 1958, Grabowski testified, the company demanded that he take back to his members the proposed agreement the company said had been negotiated. He did, but the members rejected it and a strike vote was taken.

Hoffa entered the negotiations at about this time, and eventually the contract was signed. Grabowski did not go back to his members until he had negotiated a rider which he testified was as big as the regular contract. The rider, along with retaining the maintenance-of-standards clause, was, in his mind, "an agreement we could live with," although he was apprehensive about the management-prerogative clause. Management, Grabowski said, had insisted that the clause remain in the contract or it was willing to take a strike.

> So, rather than to lead the membership into a strike, and thinking that I had practically the conditions I had in the previous 3 years, I requested that the membership accept it (p. 19399).

Grabowski estimated that changes made under the management prerogative clause would cost his members $2,000 a year. He cited one instance where a company established a relay 68 miles away from the point of origin, "and they are hauling cars out of that point for half a cent less, because it is not longer a Baltimore, Md., terminal stop." The new contract also cut 50 percent of the premium pay for weekend work, Grabowski estimated. All of these changes and others occurred by reason of the management prerogative clause.

If the clause does not come out of the 1961 contract, Grabowski stated, he will "definitely request a strike vote" (p. 19400).

> Mr. KENNEDY. * * * Were you able to gain more through your own negotiations and the negotiations of your own local union officials than when Mr. Hoffa came in and attempted to negotiate and did negotiate on your behalf?
>
> Mr. GRABOWSKI. Yes. We had the best agreement in the country when we were negotiating on our own (p. 19400).

Grabowski expressed the opinion that as far as contracts go "it looks like I will be standing still a while." He also stated, "I don't see why they coudn't negotiate the Central States up to us, rather than freezing us to achieve uniformity" (p. 19401).

Grabowski also pointed out that his local's over-the-road haulers receive 1¼ cents a mile more than drivers in the Central States.

> Mr. KENNEDY. Has it happened frequently that these carriers are using drivers from local 299, Mr. Hoffa's own local, who get paid this lesser rate, to come into Baltimore, rather than the drivers of your local to whom they would have to pay higher wages?
>
> Mr. GRABOWSKI. All the freight coming in from the Central States or the West, we only have about 10 percent of the drivers there.
>
> Mr. KENNEDY. It is more profitable, certainly, for the companies to use these other drivers than your own drivers where they have to pay higher?
>
> Mr. GRABOWSKI. That is obvious.
>
> Mr. KENNEDY. So that has been another problem as far as your people are concerned?
>
> Mr. GRABOWSKI. Yes, sir (p. 19403).

When Hoffa was interrogated by the committee, he stated that "out of the local unions voting for this contract," 524 drivers accepted and 328 drivers rejected it. He also disputed Grabowski's testimony about the establishment of the relay and produced an aribitration award which held that this "was an operational change necessary in the conduct of the company's business" and therefore permissible under the contract. The award also held that the terms of the local agreement offered by the company "maintained working conditions at the minimum standards provided in this agreement" (p. 19806). Hoffa also produced drivers' logs and drivers' pay sheets he had obtained from Anchor Motor Freight records which he said refuted Grabowski's claims.

Mr. KENNEDY. Mr. Hoffa, are you going to take any action against Mr. John O'Rourke in connection with the testimony we had that he had fostered a dual unionism or second union?

Mr. HOFFA. I read the testimony of Daley. The testimony will be in due time analyzed, discussed with our executive board, and if any proof is forthcoming, other than Topazio, we will take the matter up (pp. 19833–19834).

Hoffa claimed that he did not remember having met the O'Neills and Matheson with reference to the Eastern Conference contracts demands on June 7, 1955, as indicated by the memorandum introduced into the record earlier. Neither did he remember stating that "it might be wise to use Carney" in the negotiations, referring to Matheson. Hoffa declared, however, that he recognized Matheson as a "very excellent labor relations man" who knows the business thoroughly from inside out "and he is prolabor rather than promanagement" (p. 19802).

When asked if he had received, directly or indirectly, any part of the $40,000 fee that Matheson collected, Hoffa answered, "Absolutely not, and you know it" (p. 19803).

Admitting that he had been engaged in business ventures with Matheson, Hoffa said that the $20,000 investment in the P.M.L. Co. was accumulated cash "from whatever investments I had or salary or income," but he said he had no record concerning it.

Senator KENNEDY. Did any of this come out of the winnings that Mr. Brennan made at the racetrack?

Mr. HOFFA. Very easily it could have.

Senator KENNEDY. Could I ask you if Mr. Brennan is still winning at the track?

Mr. HOFFA. I believe he is. I hope he has luck this year.

Senator KENNEDY. How much have you turned over to him to gamble?

Mr. HOFFA. So far, not too much. You have kept me busy.

Senator KENNEDY. How much has he won for you?

Mr. HOFFA. At this moment, I haven't been in the question of trying to make any money on horseracing this year, yet. I have been too busy (p. 19803).

Thomas L. Fagan, president of the 10,000-member Teamster Local 249 in Pittsburgh, was another witness who testified that rates in his area were appreciably higher than the rates in the Central States Conference. Fagan submitted comparative figures. He first explained that—

between cities we have a fixed rate of pay and that is based on a 20-mile-an-hour formula. What we have done here is reduce that 20-mile-an-hour formula directly to a trip rate so that it would give you a fair and honest comparison of the difference between the Central States and local union 249 (p. 19404).

Fagan submitted the following comparative table:

Freight agreements

	Central States, Feb. 1, 1959	Local 249, June 1, 1959
Single axle	$0.087	$0.1285
Tandem axle (4 axles)	$.0895	$.132
Tandem axle (5 axles)	$.0907	$.132
Double bottoms	$.101	$.1635
Paid holidays	(1)	(2)
Lodging	$2.50	$4.00
Bereavement leave (days)	None	4
Health and welfare (per month)	$10.83	$10.75
Pension (per week)	$3.00	$4.00

Changes in 1960

	Central States, Feb. 1, 1960	Local 249, June 1, 1960
Single axle	$0.0895	$0.132
Tandem axle (4 axles)	.092	.1355
Tandem axle (5 axles)	.0932	.1355
Double bottoms	.1032	.167
Pension (per week)	4.00	4.00

[1] 6 paid holidays at 8 hours.
[2] 7 paid holidays at 10 hours.

(p. 19405.)

Fagan also testified that a study of meatpacking contracts, with the Big Four of Swift, Armour, Cudahy, and Wilson included, shows that local 249 has the highest rate and conditions of any local throughout the country. The same holds true for the grocery chain contracts, Fagan said, offering to submit statistical proof to the committee.

Fagan also was asked about a situation concerning the Eazor Express Co. in Pittsburgh.

> Mr. FAGAN. I could summarize it for you as briefly as I possibly can.
>
> Eazor Express purchased the operating rights from Carl Helm, owner of Associated Freight Forwarding, operating between Pittsburgh and Chicago, and L. & H., operating between Pittsburgh and New York. At the time of the purchase it was the understanding, as far as Eazor Express was concerned, that they would have the right to be able to domicile their men at Napoleon and Harrisburg, the central points rather than their actual points of domicile in the 249 area.
>
> There was a meeting called at which time the men agreed to an arrangement whereby an additional hour was paid and the lodging was paid at the domiciles both at Harrisburg and Napoleon.
>
> Then after that was in effect for some time, the men disagreed with this arrangement. As a result, it was taken up through the grievance machinery.

At the time that it was to go to the third step, which is three members from management and three from the union, to make a decision under local union's 249 contract, at that time all parties concerned were ordered into Chicago, and Hoffa made the decision at that particular time that, as far as the domicile would be concerned, it would be in Napoleon, Ohio, and that the men would lose the 1 hour additional that was negotiated and agreed to by the men and the company, and also their right to receive lodging at that point because then their domicile point would actually become Napoleon, Ohio (p. 19407).

Hoffa promptly challenged the Fagan figures when he was interrogated later. This is his testimony:

Mr. HOFFA. There is one other statement.

There was a statement placed in the record by Tom Fagan of Pittsburgh local 249. Fagan came in here and made a statement, and there was great to-do about it, that his wage scale superseded wage scales of what I have been able to gain in the Central Conference. I say to you, sir, that this book, and the book here, which are matters I would like to leave with the committee to study, is for the first time in the history of any area uniformity of wages, whether it be Texas, Arkansas, Michigan, or any of the Middle Western States or Minneapolis or Dakotas.

I say also that there are specific exceptions, recognizing the fact that certain localities have been organized for a longer period of time than other areas, such as Pittsburgh, mainly the city of Detroit, and I am president of that local union.

I would like to say to you, sir, that local 299's rate is $2.79 per hour as against $2.57 or $2.52, or 27 cents per hour higher that Pittsburgh.

I would like also to say that the checker and tow motor operator is 16½ cents higher per hour in Detroit than Pittsburgh. I would like to say the dockman's scale is 25 cents higher than Pittsburgh.

I would like to furthermore say that we receive in 299 time and a half after rate, time and a half over 40, with all hours over 9 that are not guaranteed, and furthermore, when the employees punch in Monday morning, 90 percent of the employees are guaranteed a week's work of 40 hours, 4 weeks' vacation with pay, pensions at $160 a month, after 20 years of service, age 60, as compared to $100 a month, 30 years' service, 65 years of age, in Pittsburgh.

I might say also we have had our health and pension plan longer than Pittsburgh. I am well aware of the next question of Mr. Kennedy, that they are now talking about road operations.

I say on road operations as Carney Matheson said. You cannot speak in generalities of a road operation. You must take specific runs. If you want to talk about the question of turnaround runs, multiple runs, combination runs, leg runs,

double bottom operations, I will take specific runs, run by run, and take our Detroit rate for this contract, and we will compare not the minimum in this contract, but the guaranteed runs of local union 299 in metropolitan area, comparing those to Pittsburgh, they are superior, because under our contract guarantees are for miles driven only plus extra hours of pay compensated by an hourly rate.

Under the Pittsburgh rate they have a flat rate all inclusive for all time spent (p. 19833).

When the committee turned its attention to contracts in Hoffa's own Central States Conference, it again encountered evidence of Hoffa's solicitude for Matheson and Anchor Motor Freight. This time it involved a situation existing in 1948.

William Dearwester, a truckdriver for Complete Auto Transit Co., of Flint, Mich., testified that there was a strike against Anchor Motor Freight and Complete Auto Transit called by local 100 at Cincinnati. The record shows that Matheson had a financial interest in Complete Auto Transit.

According to Dearwester, Matheson threatened a $3 million suit against the striking union. The late Edward Murphy, then an international vice president and president of the Ohio Conference of Teamsters, was summoned to Detroit "to help our representatives who had flown to Detroit to negotiate."

Mr. KENNEDY. Was the result of all this that you had to concede your points to management and to Mr. Matheson?

Mr. DEARWESTER. That is right. We settled for just what Hoffa settled for in Detroit.

Mr. KENNEDY. Would you tell what Mr. Murphy stated when he got back from Detroit?

Mr. DEARWESTER. He came back to Cincinnati and we had a meeting there of, I believe, both Anchor and Complete drivers. He got up before us and made a statement. I will try to remember it word for word as near as possible. He stated: "I have been a member of this organization for 35 years, most of the time as an official. I have seen some pretty rotten things pulled both by management and labor. But," he said, "this man Hoffa, and I don't know where he gets his authority, just pulled the rottenest deal on you fellows that I have ever seen an official pull on members of his own union.

"If it is the last thing I ever do, I am going to find out—I am leaving here by plane, going to Indianapolis, and I am going to find out where he is getting his authority. If it is the last thing I ever do, I am going to try to take the wind out of that man's sails."

Shortly after that he left the meeting.

Mr. KENNEDY. And Mr. Murphy died shortly afterward?

Mr. DEARWESTER. I would say a little over a year or around a year after that, yes, and Mr. Hoffa seemed to skyrocket then.

Mr. KENNEDY. And Mr. Hoffa's power increased thereafter?

Mr. DEARWESTER. That is right.

Mr. KENNEDY. But that was the first inroad into Ohio?

Mr. DEARWESTER. To my knowledge; yes, sir (pp. 19484–19485).

Additional evidence of highhanded pressure tactics employed by Hoffa and his hirelings against Teamster officials who uphold the principle of autonomy for local unions in contractual negotiations was received through the testimony of James T. Luken.

Luken is the president of the 2,300-member local 98 of Cincinnati milk drivers. He was elected as trustee and executive board member of the 18,000-member joint council 26 in Cincinnati in 1954 and became president of the joint council a year later.

Luken testified that in 1954 William Presser, president of the Ohio Conference of Teamsters, sent his brother-in-law, Harvey Friedman, into Cincinnati to be the secretary-treasurer and business manager of the now defunct Teamsters Local 122, a jukebox union, although he had never been a member of the organization. Luken said the term "union" was a misnomer because the organization actually was an adjunct of the operators association and sustained by it on the basis of the monthly levy per machine with which the committee is now so familiar.

On the point of Friedman's qualification to be an officer, Luken said it has always been a requirement that there shall be 2 years of membership before a person can become an officer. Luken said he attacked the right of Friedman to be seated in the joint council, but George Starling, then the president, ruled his complaint out of order. Starling was a supporter of Hoffa and Presser.

Mr. KENNEDY. What happened to Mr. Friedman? Did he remain a union official?

Mr. LUKEN. He eventually left town.

Mr. KENNEDY. Where did he go?

Mr. LUKEN. The Ohio State Penitentiary (p. 19358).

The extensive criminal dossier on Friedman, put into the record, disclosed arrests for transportation of illegal liquor, forgery, blackmail, obtaining signatures by false pretenses, and a prison term of 3½ years in the Federal penitentiary at Lewisburg for interstate transportation of stolen automobiles just prior to the time Presser sent him into Cincinnati. In that city his conviction and sentence of 1 to 6 years was based on false affidavits and obtaining property by false pretenses.

Because of reports that Friedman and Presser were Hoffa emissaries, Luken said he asked Hoffa pointblank, when the Central States Conference was formed, if these people were representing Hoffa.

"He told me that if I wanted to get along in the Teamsters in Ohio I should take my orders from Mr. Presser, that Mr. Presser was his man, and that was the way it was, and that is the way it was going to be," Luken asserted (p. 19358).

The very next day, Luken said, Presser threatened to come into Cincinnati and "break up my local." Fearing that trusteeship might be arbitrarily imposed, Luken and his followers took immediate steps to secure from the local's members the authorization to take whatever action legal counsel advised to insure that the local would maintain control over its own finances and its own affairs.

The CHAIRMAN. In other words, you felt it necessary and imperative that you take these precautionary measures and be alert to the situation at all times in order to stay in existence?

Mr. LUKEN. I have spent probably two-thirds of my time in the last years protecting my rear against union officials rather than fighting employers, which I am paid to do (p. 19359).

Luken also testified that any Teamster official who is in power at the local level with just a bare majority instead of being actively supported by "90 percent of your membership" runs a serious risk of a crackdown from the State or international forces alined with Hoffa's administration. He classes Presser as "not popular" in Cincinnati but said he was not conversant with other areas of the State "because the plague has been put on me and people don't talk to me" (p. 19361). He offered the opinion that Presser would remain boss of the Ohio conference "so long as Mr. Hoffa kept him there." Luken stated that Presser had been preceded by Henry Carr of Toledo who, "like me, did not get along with Mr. Hoffa. Somehow or other his resignation was arranged and at the next meeting Mr. Presser was elected unanimously" (p. 19364).

Luken also testified that Presser, after seeing that his threat to break up Luken's local was not going to work, offered him the presidency of Joint Council 26. This was when he was only an executive board member.

Mr. KENNEDY. What did you say to that?

Mr. LUKEN. I pointed out to him that they already had a president of the joint council.

Mr. KENNEDY. What did he say?

Mr. LUKEN. He said, "Resignations could be arranged."

Mr. KENNEDY. You refused to go along with that?

Mr. LUKEN. I later became president of the joint council, but with his active opposition rather than his support (p. 19371).

Luken declared that back in 1954, when he was only an executive board member, the joint council received a request for help in paying the expenses incurred by reason of the appearance of Presser and his chief lieutenant, Nunzio Louis (Babe) Triscaro, as witnesses before a House investigating committee in Cleveland headed by Representative George H. Bender, later a U.S. Senator.

The then council president, Starling, read a letter to the board of November 22, 1954, Luken said, and a question was raised as to the need for what Luken recalled was $40,000, in view of the fact that the legal fees had been taken care of already. Luken quoted Starling as stating, "Other money was spent to pull certain strings to see that these charges were dropped," and said he wrote the statement down because he was "shocked" by it. His original notation of the remark was placed in the committee record, was testimony that a search of joint council files failed to yield the letter Starling is known to have had in his possession. Luken emphasized that he wanted to make it clear that he was not stating that Bender or Congressman Clare Hoffman, of Michigan, who also was a member of the investigating group, received any money.

Committee counsel pointed out that minutes introduced as evidence before the committee a year earlier showed that—

> Mr. Presser announced at that time there wouldn't be anything further done in connection with this matter, with his case, that the whole thing was going to be dropped. That is what he announced publicly to his membership, that the charges against him were going to be dropped (p. 19376).

The next Hoffa emissary sent into Cincinnati after Friedman went to jail, Luken testified, was Ralph Vanni, who tried to foment trouble for Luken among the employers with whom Luken had contracts by telling them he could obtain better contract terms than they were getting from Luken's union. But Vanni was pulled out of Cincinnati, Luken said, because he had not accomplished his purpose and because he was involved in a lot of bad publicity.

The next move, Luken went on, was a drive to oust the anti-Hoffa faction from control of local 100, the biggest affiliate in the joint council, in the 1958 election of officers. This too failed, but only after balloting took place on three different occasions, followed by two court hearings.

Luken described some of the types of harassment to which he and other anti-Hoffa men in Cincinnati were subjected. At one time an undertaker was sent to his home to pick up his body, and flowers were sent to his "funeral." Telephone calls by the score were made telling him to get out of town, and his wife received calls telling her he was running around with other women. An official who was victorious in the local 100 election was charged with rape by a woman who later admitted she had received $195 and had been promised an additional $1,000 if he was indicted. Luken said the woman admitted she had been paid by Robert Morris, whom she quoted as saying he received it from "the Great White Father in Washington" (p. 19383).

Morris also implied that Luken and his followers were responsible for the bombing of Morris' car, but Luken testified that the police told him Morris had called the insurance company before the bombing to find out if he could collect the insurance in the event a bombing took place.

Luken declared that contracts in the Ohio Conference have, as a general proposition, been higher than the contracts of the rest of the Central States Conference and are still superior—

> but during the last 6 years this superiority has been hacked away. For example, during the period 1955–58, the general rate increase was 25 cents, but the Ohio people got 15. From 1958 to 1961, the contract rate is 10, 7, and 6, and the Ohio people get 7, 6, and zero. So they are progressing, understand, sir, but they are progressing at a less rapid rate than previously. The differential is being wiped out on the guaranteed runs, and the guaranteed runs are the guts of the agreement, sir (p. 19384).

Asserting that bad grievance procedure automatically makes a good contract a bad one, Luken testified that his union refused an area contract with Beatrice Foods Co. which "provided us nothing." Luken was summoned by telegram to a meeting in Chicago, but he did not attend.

Later, Luken said, his local received a letter and a contract with notification that it was now binding on the local. "We went over it, and in 15 pages and 34 articles we found that there were all sorts of things that we had enjoyed over a period of years" which were absent from the document. The contract was for a 6-year period and "any time there was a grievance the company could simply tell us to go jump in the lake, they are going to take it to Chicago and settle it with Jimmy" (p. 19385).

> The CHAIRMAN. In other words, your local stood firm on what you had and refused to take what the company insisted that you take and what the Hoffa higher-ups insisted that you take?
>
> Mr. LUKEN. Yes, sir.
>
> The CHAIRMAN. And you still have what you had?
>
> Mr. LUKEN. Yes, sir (p. 19386).

Luken's local also has contracts with two margarine plants in Cincinnati. The average rate at one is $2.47 and the rate at the other, where at the time of Luken's appearance before the committee, the contract was about to expire, was $2.38. But, according to the testimony, there was a third margarine plant owned by Shedd-Bartush Foods, which also has operations in a number of other cities. Its employees were not organized. In 1955 a contract was negotiated with Shedd-Bartush management covering all of its plants by local 337 of the Teamsters in Detroit. The rate was 70 cents an hour less than the prevailing Cincinnati rate. Local 100 at the time was controlled by pro-Hoffa forces, and the contract was sent there with orders to organize the employees of Shedd-Bartush.

Starling, who was defeated in the race for president of local 100 on December 3, 1958, signed another agreement 12 days later with the Cincinnati plant which was basically the old agreement but provided an increase of 5 cents an hour, still far below the prevailing rate.

Luken contended before the committee that Hoffa cannot negotiate on an area basis unless a local vests that authority in him, because the Taft-Hartley law provides that the local is the certified bargaining representative. Luken charged that local 100 has lost grievances "on political grounds, rather than on the merits of the case" and he declared that Presser "once told me that if they could get on the right side politically they would win the cases they are now losing" (p. 19393).

Local 100, Luken said, also sent a telegram to the Ohio Conference on a recent occasion when negotiations were going on with dump-truck operators in Cincinnati, in which the local stated it wanted to negotiate its own agreements. The Ohio Conference went ahead and signed contracts with three firms doing business in the Cincinnati area.

> Mr. KENNEDY. Do you think this is another effort to undermine your operations, of you and your people?
>
> Mr. LUKEN. I think when the local union said they didn't want to be a party to it, and yet they go ahead and do it anyway, and what comes out isn't so good, I can't see that it has been done to make friends and influence people.
>
> Mr. KENNEDY. And the ones to suffer in all of this, which is the important thing, in all of these operations that you

have described today, are the employees, the members of the Teamsters Union.

Mr. LUKEN. Let me say it is my opinion that part of this operation is to cause trouble within the local union and then be the great savior to solve the problem.

Mr. KENNEDY. Then during the course of this, those who suffer are the members of the Teamsters Union?

Mr. LUKEN. At least temporarily; yes, sir (p. 19395).

The committee inquired at length into the contractual relations existing between Hoffa's Central States Conference and a major operator, Riss & Co., of North Kansas City, Mo. Interrogated were Richard R. Riss, company president; William C. Dannevik, Jr., a Missouri attorney, formerly employed by the Riss concern from 1947 to 1958; and Leo C. Nulty, a committee investigator, who examined the books and records of the companies owned by Riss.

From their testimony emerged these salient facts:

(1) Riss also is the owner of the Transport Manufacturing & Equipment Co. Transport owns all of the mechanical equipment and rolling stock which Riss & Co. operates under a lease agreement with Transport.

(2) Riss owns a fishing lodge at Sioux Lookout, Ontario, acquired for the purpose of entertaining customers and friends. Riss admitted that he and Hoffa flew there in 1954. Annually since then the lodge has been available to Hoffa and his cronies for 1 week in the summertime.

(3) Late in 1954, as part of a decision to convert from an owner-operator to company operating system, Riss purchased a large number of trucks from General Motors for use on a far-flung network of routes extending into more than 20 States.

(4) Almost concurrently, Riss proposed to Hoffa that his company's over-the-road drivers be permitted to make pickups and deliveries and bypass the requirement that city drivers perform this function. Riss and Hoffa went to Florida, where Dave Beck, then international president, agreed that this could be done, provided approval was secured from the local unions involved. The local unions refused to go along. Riss admitted he had made a "silly remark" to Hoffa at the time that "I will bet you $10,000 to $5,000 you can't sell this to the membership" and said that Hoffa laughed and replied, "I don't accept bribes. If I can do it for you, I will" (p. 19530).

(5) Riss & Co. was a signatory to the 6-year master contract for the Central States Conference, effective as of February 1, 1955.

(6) After General Motors had delivered the trucks ordered by Riss, a long period of mechanical difficulties was experienced, extending through 1955 and into 1956.

(7) Because of mounting operating losses, Riss converted to piggyback operation in 1956. This is the system whereby a trailer is shunted aboard a railroad flatcar and travels to a destination point by rail instead of going over the highways, Riss said his eastern operations were 100 percent piggyback.

(8) Despite the fact that the Central States over-the-road freight agreement provides that "no new riders or supplements to this agreement shall be negotiated by any of the parties hereto," Riss was able to obtain from and through Hoffa an arrangement that he would pay 1½ cents a mile in lieu of fringe benefits such as breakdown time, layover time, and so forth. Teamster Union members were never given an opportunity to ratify or reject the contract modification, and it never was reduced to writing. It was effective as of October 1, 1956. Riss admitted that he had argued for the change on the basis of his claim that his drivers were submitting false and excessive breakdown claims.

(9) While Riss was making this claim to Hoffa as an inducement to the union to modify the contract, he was asserting to General Motors at the same time that the breakdowns were the result of mechanical defects. Although he testified that most of the trucks had been put in proper shape by General Motors by the end of 1955, he was pressing General Motors for a financial adjustment. On October 14, 1956, 2 weeks after his union contract change went into effect, he wrote a letter to General Motors in which he made the statement that "you are perfectly right in stating that these trucks are only worth $3,500."

(10) On January 17, 1957, General Motors paid Riss $1,500,000 as settlement of his claim that the equipment had not been built to specifications.

(11) Riss decided to return to the owner-operated system of operations early in 1958. The books and records show that the trucks had depreciated down to a value of $1,628.84 per unit by this time.

(12) The Central States master contract contained a provision prohibiting the use of any leasing device through a third party to evade the contract, and also a provision that "the employer shall not require as a condition of continued employment that an employee purchase truck, tractor, or tractor and trailer or other vehicle equipment."

(13) When Riss reverted to owner-operator arrangements in 1958 the company's drivers were faced with the problem of executing a lease-with-option-to-purchase agreement with Riss' wholly-owned Transport Manufacturing & Equipment Co. Riss claimed the drivers wanted the deal. Dannevik testified that it was his understanding that there would be no vehicles used other than those operating under this leasing arrangement. Therefore, in order to continue in their employment and to keep seniority, the drivers had no alternative but to enter into such an agreement.

(14) This leasing arrangement called for a $1,000 downpayment and 5 cents a mile for 275,000 miles (plus an additional 1 cent in escrow to cover major repairs), after which the driver could exercise his option and acquire title to the truck upon payment of an additional $100.

(15) This arrangement, when and if carried to the point where the option was exercised, put the total cost to the driver at $14,850. It would take more than 3 years at 80,000 miles a year

to liquidate the 275,000-mile requirement, at which time the trucks would then be 7 years old.

(16) Under the arrangement, according to the books, there were 243 leases, of which 132 no longer were in operation. Of the 132, 49 were assigned to other drivers and 83 were canceled.

(17) The amount retained by the company as a result of the cancellations was $228,703.76.

(18) All of the Riss over-the-road drivers were transferred into Hoffa's local 299 in Detroit, despite the fact that they were domiciled in many cities. Thus any grievances had to be processed through local 299. Riss said he transferred the drivers when he agreed to partial abandonment of the piggyback system and resumed highway operation. Dannevik and other witneses who followed him fixed the time of transfer as occurring after the shift to owner-operator operations and the inauguration of the leasing arrangement in 1958.

Testimony as to how the Riss picture was viewed from the standpoint of the drivers was elicited from Roy Branum and Ardith Anderson. Branum, at the time of his testimony on sick leave for the previous 5½ months, worked for Riss on and off for about 15 years. Anderson went to work for Southwest Freight Lines in March 1959 after 4 years with Riss. He had been domiciled at various times in Kansas City, Indianapolis, and St. Louis, and in each instance he transferred his union membership to the local at the place where he was actually living.

When asked if the membership had ever approved the Riss-Hoffa deal for the 1½ cents in lieu of fringe benefits, Anderson replied, "No. No one ever asked us if we approved of it or not. It was just done" (p. 19554). Furthermore, the membership did not like it.

Anderson said the tractor he purchased in 1958 under the lease arrangement had a rebuilt motor and recapped tires, and the only choice he had was to "purchase it or figure on finding another job" (p. 19555). He went ahead with it to protect his seniority, and "as it turned out I didn't have any seniority anyway." Branum too said that holding his seniority was the reason he leased his truck, and he added, "Some guys with 20 years with the company are not with the company any more, that didn't purchase a tractor" (p. 19556).

Branum said the only help that came from the union was intervention to reduce the mileage figure from 300,000 miles to 275,000 for the purchase arrangement.

Anderson testified that he had about $400 in the repairs escrow account in January 1959, and went to get it to buy four tires. The company refused the request but offered to lend him money for the tires, deducting the payments from his weekly checks. The records showed that at this time Anderson had an equity, including the $1,000 downpayment and $441.30 in the escrow account, totaling $5,912.45 when he was forced to surrender his contract because he could not run without new tires. He said an effort was made to contact union officials in Detroit, where his membership had been transferred, "and we couldn't get anybody to talk to us even after we paid for our telephone call" (p. 19557).

Anderson retained a lawyer who succeeded in getting the company to return the downpayment, but Anderson had only $500 left after

paying the lawyer. He testified that when he first leased his truck it already had 264,000 miles on it.

Branum testified that his truck had recapped tires, and "two of them blew out on the first trip." When he took sick, Branum said, the truck was driven to the company yard, and the company was notified it was there. Next he got a notice that "they had foreclosed on me." His equity at the time was $4,303.35, including his $1,000 downpayment, and he had $80.36 in the escrow account. Unlike Anderson, Branum declared that he had not recovered his downpayment.

> The CHAIRMAN. Do you still have hopes?
>
> Mr. BRANUM. Well, I am kind of on the fence. I don't know what they will do from being off sick. They told me when I would come back, by telephone call, that I would be taken care of. What that may mean I do not know yet (p. 19560).

Anderson also testified that the company did not pay the one-half cent premium for hauling explosives, nor did it issue separate checks, one for wages and one for rental of equipment, as required by the contract with the Central States Conference.

Branum told the committee that the company, after beginning the owner-operator way of doing business in 1958, also introduced the procedure of putting two drivers on a truck. The second driver's pay came out of the owner-operator rate. Branum said that this system was unprofitable, and company representatives suggested that he make the second driver kickback to him. Branum added that he made his driver kick back 2 cents a mile, so that the driver, instead of getting 6 cents a mile, was actually getting only 4 cents. When he asked why he could not hire his own driver, Branum said, the company representative told him it would not be legal under the contract.

> This way I am the goat. I had to cheat on the man and his records looked that it was operated by union (p. 19563).

Both Branum and Anderson testified that the company did not adhere to the terms of the contract which called for the payment of half a cent per mile for each 1,000 pounds over 23,000. Anderson also charged that the company tried to make deliveries direct to the consignee where they could get away with it.

Branum described his efforts to process a grievance through Hoffa's local 299 and like Anderson, he could not get the union in Detroit to answer telephone calls.

> Senator ERVIN. You found when you attempted to get justice in the proposed grievance procedure that the justice was not only blind, but was also deaf?
>
> Mr. BRANUM. Right, sir (p. 19565).

When Hoffa was interrogated with respect to the Riss situation, he acknowledged that he had gone fishing with Riss in 1954 for "3 or 4 days" at the Riss lodge in Ontario and had been a guest there on other occasions. Hoffa said he did not know but "it could be" that the 1½-cent formula in lieu of fringe benefits was only a verbal agreement. There was no record that the Central States Drivers Council ever engaged in any discussion of the proposal.

Hoffa testified that Riss operated all during the war in ammunition hauling and became one of the largest carriers in the United States. After the war Riss decided to go into a two-man sleeper cab operation, and, Hoffa said, "I discussed with him the question of not going into the operation, that he would go broke. Being a rather firm-minded individual, he told me to mind my own business, and bought 500 trucks from General Motors" (p. 19793).

Hoffa declared that when Riss went to the piggyback method, his drivers appealed to him to work out some arrangement to get Riss back to an over-the-highway operation. Riss would consent only if he had an owner-operator system. He acknowledged that many drivers opposed the idea and that the price charged for the truck under the leasing arrangement probably was high, but he contended "this was the best arrangement" that could be made. The Riss drivers were transferred into local 299, Hoffa said, so that the men could "run the circuit" and be able to pile up enough mileage to make the deal profitable. He insisted "it is a better deal for the drivers if they can survive the first year" (p. 19801). Basically, Hoffa said, he is opposed to owner-driver operations and would like to see company-owned equipment but declared that he would want to see the system regulated rather than prohibited.

Conditions similar in many respects to those found in the Riss case were uncovered in the committee's investigation of the contractual relations between the Central States Conference and another major carrier, Trans-American Freight Lines, Inc., of Detroit. Interrogation of Robert B. Gotfredson, president, and R. I. Dennis, vice president, developed these principal facts:

(1) Trans-American in 1955 participated in the Central States contract negotiations in Chicago but reached a separate understanding which (*a*) permitted the company to pay 1½ cents a mile in lieu of fringe benefits, and (*b*) established a grievance procedure that was a departure from the procedure defined in the master contract.

(2) The regular grievance procedure called for processing at the local level, then referral to the State committee if disputes were not resolved at the local level, and then on to the area committee in Chicago. Trans-American's separate understanding bypassed the State committee and went directly to Chicago.

(3) In actual practice, grievances were forwarded to either Frank Fitzsimmons or Rolland McMaster, representatives of Hoffa's local 299 in Detroit. Locals elsewhere than Detroit merely acted as conduits to channel the grievances to local 299. There was nothing in writing to support this procedure and nothing of record to show that local unions ever authorized Fitzsimmons or McMaster to act in their behalf.

(4) The rank-and-file members of the various locals in cities where Trans-American operated never ratified this separate grievance procedure.

(5) In connection with the 1½ cents in lieu of fringe benefits, ratification by a majority of the locals was necessary. The arrangement was effective as of February 1, 1955, but a majority voted it down. On February 13, 1955, representatives of the locals were summoned to Detroit by Hoffa and addressed by him and

Gotfredson, and an agreement was reached to try it out for 12 weeks, after which time another meeting would be called. The second meeting was never held. Gotfredson testified that he was aware that "a minority" of drivers opposed the arrangement but "we didn't expect to keep 100 percent of 1,000 drivers happy" (p. 19414).

(6) On July 26, 1955, Dennis sent a letter to all dry freight terminal managers reciting that the day before there had been a meeting with representatives of the Central States Drivers Council at which Hoffa allowed the company to read letters complaining about the 1½-cent deal. The Dennis letter said these had come from union members in Dayton, Louisville, and Columbus. Dennis said he couldn't "remember back 4 years" when asked if it was customary for Hoffa to show to the company letters he received from Teamster members.

(7) In 1958 there were indications of dissatisfaction when the contract was reopened for wage negotiation. Gotfredson testified the percentage was insignificant and said he attended meetings in St. Louis and Detroit where employees voted unanimously to continue the 1½-cent arrangement. Dennis testified the Chicago terminal manager reported a 47 to 0 vote in favor of the 1½ cents there, and that there were two votes held in Cincinnati, the first on March 23, and the second on June 1, 1958. He said many drivers were stranded in a storm in March and requested the second meeting when the vote turned out to be unfavorable, but his file showed only one letter and a telegraphed proxy which had been voted anyhow. The vote at the second meeting, Dennis said, was 18 to 13 in favor.

(8) The company has been putting on new Mack trucks, and to get one the driver has to sign an agreement to accept the 1½-cent arrangement. Drivers are also being required to give up the good runs and are becoming what is known in the industry as "wildcatters," a condition that Hoffa pledged at the 1955 meeting would never happen.

(9) Owner-operator drivers for Trans-American lease from Highway Vehicles, Inc., which is wholly owned by Trans-American. Article 1, section 4, of the contract says: "It is understood by this provision that the parties hereto shall not use any leasing device to a third party to evade this contract." The union has never complained, and the company has never provided copies of the leases as provided in the contract.

(10) Trans-American is paying a flat rate of 12½ cents a mile to owner-operator drivers when the contract provides for 10¼ cents to 14½ cents, depending on tonnage, starting at 23,000 pounds.

(11) Owner-operators receive pay for deadheading only for the first 50 miles at 75 percent of the contract rate.

Testimony by several witnesses before the committee spelled out the original concept of the 1½-cent arrangement, which was being paid in lieu of such benefits as vacations, holidays, hotel bills, layover, and breakdown time. Where the 1½ cents did not compensate for these items, the original concept called for the employee to file a claim for the difference. This was commonly referred to as a "griev-

ance" and was to be filed every 28 days, with payment forthcoming 10 days later.

Scott Pickett, a mechanic for G. & G. Leasing Co., in Indianapolis, was an owner-operator-driver for Trans-American from January 1953 to July 22, 1957. His attorney is Kirkwood Yockey, of Indianapolis. Pickett and Yockey testified about the great difficulty experienced with grievances filed to collect the difference between actual expenses and the compensation under the 1½-cent deal. Pickett also declared that a day after he was interviewed by Committee Investigator Walter J. Sheridan, a business agent for local 135 in Indianapolis, Robert Martin, ordered his employer to lay him off. This was on May 29, 1959. The next day, Pickett said, Martin called him on the telephone and told him to "get lost." He didn't get back to work for 4 weeks.

The testimony of Pickett also disclosed that Trans-American had an arrangement to pay 1¼ cents in lieu of fringe benefits in 1953 and 1954. After this was increased to 1½ cents, the company changed its operational methods and added new equipment, and Pickett said he couldn't "even come close to breaking even" after that. His first group of grievances was paid, but a second group he submitted ran into opposition, and he had to settle for 60 percent. When he submitted a third group for approximately $1,400, about 4 or 5 months elapsed before he was told that Fitzsimmons in Detroit had recommended that he settle for 40 percent.

> Mr. PICKETT. I called Frank Fitzsimmons. I sent him proof, and I mean it was proof without a doubt that I actually had the money coming, the full amount, and that I would not accept anything else. He gave me an argument at that time and I made four individual trips to Detroit to see the man and was unable to see him. I was unable to see Mr. Dennis. I called him and I couldn't even talk to him. He refused to talk to me and referred me to the local terminal manager. The local terminal manager wouldn't commit himself either way.
>
> Mr. KENNEDY. You couldn't get any satisfaction?
>
> Mr. PICKETT. No satisfaction whatsoever, so I hired an attorney and filed suit (pp. 19446, 19447).

Pickett asserted that by reason of his inability to collect the money that was due him he lost his truck.

Attorney Yockey said Pickett retained him in July 1957. He got nowhere with efforts to negotiate the payment of the claims, so he gave notice of intention to sue for appointment of a receiver for the company.

Yockey said he received a call from the Trans-American lawyer, Thomas Chawke, who told him to contact Hoffa or Eugene San Soucie, local 135 president, at the Shorelands Hotel in Chicago. Yockey placed a call to San Soucie, but before it was completed he was contacted by Barney Trefts, a business agent for local 135. Trefts told him that Trans-American was not paying any of its grievances, that the company was sitting tight "until they starved the drivers out," and that there was an arrangement whereby settlement would be ef-

fected on the basis of 50 percent, with Hoffa getting 10 percent and the drivers getting 40 percent. Yockey quoted Trefts as telling him:

> Don't let those fellows scare you, sit tight. Make them pay this man what he has coming to him. He has this 2 years vacation pay and so forth. Make the company pay him. They are beating their drivers down and not paying them what they owe them (p. 19449).

Within hours, Yockey said, he heard from Hoffa by telephone. Hoffa told him that if Yockey would go to Chicago the next morning, the claim would be settled for 40 cents on the dollar. Yockey said he told Hoffa that he could not understand how Hoffa could insist on a settlement at that figure, and he asserted that Hoffa replied, "Because I said so" (p. 19450). Yockey said he retorted that that was not a good enough reason, and he filed his action. His application for appointment of a receiver brought quick results in the form of immediate payment of some of the items and prompt negotiation of the others in dispute. The net result was a settlement at about $1,200, or 90 percent of what had been claimed Yockey testified that he knew of many other cases that were settled on the 40 percent basis, and he was the only one who succeeded in getting more.

Hershell S. Hinkley, Indianapolis terminal manager for Trans-American, was an evasive and uncooperative witness who came perilously close to committing perjury before the committee. At the outset of his testimony, Hinkley denied flatly that Trans-American had made any campaign to force a resignation from G. K. Curtis, an owner-operator driver, because he submitted so many grievances in his attempts to collect for overtime, vacations, and holidays. Hinkley also denied having furloughed other drivers with less seniority than Curtis so as to put the company into position where it could "work" on Curtis.

Hinkley was shown a letter he had written to J. L. Totten on June 7, 1957, in which he stated: "One of the actions taken by Mr. Dennis in his recent campaign to get former driver G. Curtis out of our employ was to issue letters to owners of all permanent-leased units operating out of Indianapolis that we were terminating our lease with him upon 5 days' notice from the date of the letter" (p. 19454).

Hinkley then completely reversed himself and admitted the campaign to "get" Curtis and the layoffs of drivers with less seniority. He also identified notes he had made during a conference with Curtis leading to his resignation. The notes said:

> No. 1, you are mad at the company. No. 2, the drivers are upset. No. 3, a lot of them may lose their jobs. No. 4, you are not going to be happy with any job we may give you. No. 5, we will give you a letter of recommendation if you will resign. No. 6, escrow money promptly. No. 7, $600. No. 8, grievances up to the most recent have been settled and will try to get them settled promptly (p. 19457).

Also put into the record was a letter taken from the files of Trans-American, dated February 26, 1956, and signed by Dennis, in which the procedure of forwarding grievances to Fitzsimmons was stressed. The letter concluded with the statement that—

there will be no changes on this arrangement, and it is not our desire to have our grievances handled by the Cincinnati Local Joint Grievance Committee (p. 19459).

Of particular interest to the committee were other exhibits taken from the company files. One was a letter to Hinkley from Regional Manager J. A. Klinger on the subject of deliveries in Noblesville, Ind., which stated—

"Attached hereto is a self-explanatory note. Look it up, take it home, but whatever you do don't let anyone get hold of it. You will note R. I.'s decision and you have no choice but to be guided accordingly" (p. 19459).

The attached note, which bore the initials of Robert L. Gotfredson, vice president of Trans-American, read:

"To John Klinger: Let's deliver anyway until it becomes a constant pain deal. If grievances are filed, we will have to cross that bridge when we come to it" (p. 19459).

Hinkley admitted that the company was violating the contract by having over-the-road drivers make deliveries at Noblesville. He insisted that grievances filed as a result were paid and did not go into a "picnic fund." The "picnic fund," Hinkley claimed, was created as a treasury into which other grievance money was placed under an arrangement he made with Jay Williamson, the union steward.

Mr. KENNEDY. How did you and your steward—under what terms of the contract do you and the steward have the right to settle the situation in that fashion?

Mr. HINKLEY. We like to settle things on a local basis (p. 19461).

Hinkley testified that the company did give a picnic for the drivers and their wives and families in 1957.

Curtis, the central figure in this portion of the testimony, testified that he collected some small grievances at first, but "when I turned in the bigger one, why I didn't hear anything" (p. 19463). He finally settled about $1,800 in claims for $800 after waiting 6 to 8 months when he knew other drivers were being laid off as the company moved to "get" him.

Curtis also declared that he knew there were "quite a few grievances that were never settled," and added, "some of the boys didn't want to lose their jobs and so they wouldn't press them" (p. 19466). Curtis said the 1½-cent arrangement was costing the drivers about $2,000 a year.

Senator CURTIS. What did the owner-operator situation amount to there?

Mr. CURTIS. About the only way I could figure it is you bought a job. You bought a truck, and they put you to work driving it (p. 19468).

Committee Investigator Sheridan reviewed the numerous contract violations committed by the company and testified that, contrary to the promises made by Hoffa and Gotfredson in 1955, the drivers have to agree to run the whole system if they want to drive the new Mack trucks.

Mr. KENNEDY. Which means they might not get home again for 3 or 4 weeks?

Mr. SHERIDAN. That is correct (p. 19472).

Several officials of the anti-Hoffa local 100 in Cincinnati also testified.

James Young, business agent, who was an over-the-road driver for Trans-American for 13 years and union steward for 9½ years, declared that a wildcat strike broke out at the Cincinnati terminal on the night of February 1, 1955, when the 1½-cent formula was announced. It started after the steward of Hoffa's own local 299 in Detroit telephoned and reported widespread opposition there. The proposal had never been put before the membership, Young said, and has never been approved "to this day." The affected locals were told to send representatives to Detroit for the February 13 meeting, and tentative agreement was reached for the 3-month trial period, after which another meeting was to be called. This, as previously stated, never came about.

Young testified that he was told by another union official that when Hoffa was asked why he failed to order the second meeting, he replied that "he ran the international and he would arrange the meeting when he felt there was need for one" (p. 19476). When asked about the grievance procedure, Young answered that when Fitzsimmons was handling them it was possible to effect settlements, although delays were encountered, "but since Mr. McMaster has taken over, since Mr. Hoffa came to Washington, we don't get anything now" (p. 19476).

Young testified that, when the contract was being reopened for wages in 1958, a petition was prepared and signed by company drivers and owner-operators from the entire Central States area of Trans-American, including all of the company's drivers in Hoffa's own local 299, asking that the 1½-cent arrangement be changed. More than 90 percent of the company drivers signed the petition.

John W. Mead, Sr., another business agent for local 100, picked up the thread of testimony at this point and told the committee that business agents of the 22 affected locals were summoned to Detroit to discuss the petition. Strike sanction against Trans-American was requested if the company did not comply with the regular contract instead of the 1½ cents.

Later, Mead said, a telegram was received from the Central States Drivers Council granting strike sanction subject to the approval of Fitzsimmons. Then came a letter, dated February 4, 1958, from Fitzsimmons, which stated that to forestall strike action Dennis, the company vice president, and McMaster, the local 299 business agent, would tour all terminals to rediscuss the matter with the drivers who signed the petition. In Cincinnati the drivers voted against the continuation of the 1½-cent formula. The Columbus drivers did likewise, but Dayton voted to accept.

Mead accused Dennis of a "little prevaricating" on the basis of Dennis' previous testimony that a meeting had been held on June 1, 1958, at which the membership ratified a continuation of the 1½-cent arrangement by a vote of 18 to 13. Mead testified that after the Cincinnati drivers turned the proposal down in March, an agreement was reached between the company and the union to continue for 60 days under the existing order of things, but, Mead declared, no

meeting was held until August 24. He referred to various communications which reflected his requests that the meeting be held. At the August 24 meeting, the members took the position, Mead said, that they already had voted the proposition down and were not going to vote again.

When Hoffa was called upon to explain the Trans-American contract, he said that Trans-American had taken the position that it would do its own bargaining instead of having it done through an employers' association. Hoffa said Trans-American was willing to follow the master contract as to cost factors but was not willing to accept the methods of computation "we were desirous of having."

Thus in 1955, Hoffa said, the union consented to a rider in Trans-American's case to avoid a strike. There was no indication from the testimony of the previous witnesses that any strike against Trans-American had been contemplated.

Hoffa claimed he called the meeting in Detroit on February 13, 1955, because the 1½-cent formula "was a radical departure from the formal contract provisions" (p. 19770), a statement which ignored the testimony already in the record that Trans-American had the 1¼-cent arrangement in 1953 and 1954. Hoffa insisted that a majority of the union representatives at the meeting ratified the tryout period with the understanding that if the 1½ cents failed to produce as much as the terms of the master contract, grievances could be filed for the difference.

Committee counsel pointed out to Hoffa that Trans-American was not paying meal allowances and that the contract was not being enforced in this regard. Hoffa said he did not believe it and that if grievances "were not brought to our attention, we can't adjust it." When shown a letter sent to him by Mead in October 1958 complaining that Trans-American was violating the contract by ignoring the meal allowance, Hoffa retorted that if Mead had complied with the grievance machinery, it could have been handled in accordance with the rider. Hoffa said he was "burned up" at the implication he had "sold the workers," and he flared when counsel claimed that "in this particular case, you betrayed the union membership," and replied, "I say it is not true. You have no foundation for such a statement" (p. 19773). Hoffa also asserted:

> In Chicago at the last joint area meeting this union finally complied with the terms of this contract and submitted a grievance into Central States Drivers' Council. I am informed that that grievance was processed; the company was told they were wrong and the company is going to pay the grievance (pp. 19773–19774).

Hoffa testified further that the forwarding of grievances to local 299 to Fitzsimmons and McMaster came about because the company records were maintained at Detroit.

Hoffa maintained that the contract with Trans-American was ratified both in 1955 and in 1958 and that he could produce the record of the vote in both years. He said he would try to secure the records and present them to the committee, but up to the time of the preparation of this report no such records have been presented. Hoffa also claimed that McMaster had verbally advised him that there had been ratification. He conceded that he never called a second meeting of repre-

sentatives of the affected locals, as had been the understanding on February 13, 1955, when the agreement for the tryout period was made. With regard to the petition forwarded in early 1958 by the complaining drivers asking that the 1½-cent formula be junked, Hoffa testified that the contract had been signed and could not be set aside by merely filing a petition.

Since Hoffa had indicated that McMaster was a repository of information about the Trans-American situation, the committee summoned McMaster to the witness stand. In previous appearances he had been a fifth amendment witness, and his attorney, H. Clifford Allder, advised the committee that McMaster was willing to testify as to the ratification matter, "but he does not waive any of his rights under the fifth amendment concerning any other matters" (p. 19785).

> The CHAIRMAN. Do you want to proceed with him?
>
> Mr. KENNEDY. Mr. Chairman, I will say this. We have a considerable amount of information regarding Mr. McMaster, including the fact that he now has a farm that is worth $200,000, and information that we didn't have at that time; that that is only one of two farms that he has. If he is handling the grievance procedure for this union, and he is the one that Mr. Hoffa is relying on, I would like to get all the information I can from him.
>
> * * * * *
>
> Mr. KENNEDY. Would he be willing to answer the question as to whether he has received money from any employer in connection with any grievances that he has handled?
>
> Mr. ALLDER. He will assert his privilege as each question is asked, Mr. Kennedy.
>
> Mr. KENNEDY. Of course, that is the key, Mr. Chairman.
>
> The CHAIRMAN. I am not going to make an agreement or make any compromises on the part of the committee with witnesses who want to take the fifth amendment or elect to take it on certain questions and say, "Well, I will testify to this, but I am not going to testify to that." I am not going to enter into any agreements to get part of the testimony. I feel that if we have to do that it would simply, from my viewpoint, discredit whatever answers you got in the first place (pp. 19785–19786).

McMaster immediately took the fifth amendment when asked if he had received any moneys, directly or indirectly, from any of the companies for which he was processing grievances.

> The CHAIRMAN. Well, if you were in my union and I was president of the international, you would be fired before you left the witness stand (p. 19787).

A committee investigator, Harold Ranstad, then testified that McMaster and his wife, Yvonne, own a half interest in a farm at Woodson, Mich., presently worth $200,000. The other half is owned by Andrew McMaster, Rolland's father. Ranstad said that Rolland McMaster and his wife have paid $11,000 in cash on a $20,000 purchase price for another farm near Hartland, Mich., and have been paying $125 a month on the balance since March 1955. Ranstad

testified that McMaster also was given six Black Angus heifers by the owner of the Hofer Trucking Co. of Toledo, Ohio, and has registered 55 head of Black Angus cattle which cost him in excess of $15,000.

In 1956, Ranstad said, McMaster's wife bought a restaurant in a Detroit suburb, paying $12,000 down. She is currently paying $160 a month on the balance. Mrs. McMaster also has invested in a slaughterhouse and meat business at Highland, Mich., where she and her present partner are paying $250 a month on a $25,000 contract.

Ranstad also reported that McMaster had an interest in the M & G Trucking Co in Detroit until the firm was discontinued in December 1958, and in Ram Transport, Inc. Ram has contracts with Youngstown Cartage Co. of Youngstown, Ohio, which net Ram Transport $7,000 to $10,000 per year. McMaster also took the fifth amendment when asked if Ram Transport was a nonunion shop (p. 19789).

The complex intercompany relations of the Chi-East Trucking Co. of Chicago and Midwest Haulers, Inc., of Toledo produced for the committee a perplexing picture of Chi-East as a company with over-the-road drivers and no union contract, and Midwest as a concern with a union contract and no drivers.

Lack of time for a more complete investigation prevented the committee from obtaining a full understanding of some of the bewildering aspects of this situation, but it was definitely established in the testimony that Chi-East, although its drivers were members of the Teamsters Union, operated without a union contract and did not pay union scale, layover or breakdown time, meal allowances, or lodging. Its president admitted that the Teamsters Union never complained, except when an individual member filed a grievance, and that the drivers received holiday pay "only when they asked."

Harry V. Mattson and Cecil J. Overman are president and vice president, respectively, of Chi-East. Overman is also general manager and a director of Chi-East and a vice president of Midwest Haulers. Loren Hendrix is executive vice president of Midwest and a $275-a-month adviser for Chi-East. Mattson, Overman, and a Chicago attorney, C. J. Mikol, were the stockholders of Chi-East, but Hendrix admitted that Mikol was holding the stock for him. The Midwest stockholders were four members of the Hankinson family in Toledo and the U.S. Freight Co. of New York. Midwest owns the building in Chicago where the Chi-East office is located, but Chi-East pays no rent.

In 1956 and 1957 Chi-East employed more than 100 drivers. At the time of the hearing the total was 20. Mattson denied that he had ever paid any moneys, directly or indirectly, to any union official in connection with the novel situation. He also denied ever having fired or having threatened to fire any driver because of the filing of any grievance for the payment of fringe benefits.

When Hendrix was on the stand, he was asked about three checks totaling more than $20,000 drawn to his order by Chi-East in December 1956 and endorsed by him. He said he "didn't know" what they were for but "assumed" it represented return of advances made to Chi-East to buy trucks.

Carl M. Schultz, a committee accountant who examined the books of Chi-East, testified that the accounts payable showed that Hendrix had

no money coming. Schultz said that Chi-East received a $14,000 check from Midwest on December 11, 1956, "presumably for hauling," and drew a check in the same amount the very next day, payable to Hendrix. Checks for $4,000 on December 13, 1956, and $2,402.56 on December 24, 1956, were reflected in the books as having gone to Mattson and Overman but were actually drawn to the order of Hendrix.

> The CHAIRMAN. In other words, the books of the company showed that Mattson and Overman got the money although the checks went to Hendrix?
>
> Mr. SCHULTZ. Yes; when we asked for their personal records, when we asked both Mr. Overman and Mr. Mattson whether or not they owed Mr. Hendrix any money, at that time they stated, "No." Attorney Michael was there and attempted to prevent us from getting the information, saying it was confidential, personal, and was not of concern to the committee. We did find, however, that the check in the amount of $4,000 and the check in the amount of $2,402.56 were subsequently placed in the bank account, which is a joint account, of both Mr. Hendrix and Mr. Overman. We have not examined that account, so we cannot say anything about it, other than what the disposition was of the checks (p. 19574).

When the observation was made that there seemed to be quite a bit of mystery about it, Hendrix replied that if "we are all satisfied, does anything need to be cleared up?" (p. 19574).

Hendrix also identified a $10,000 check dated July 1, 1958, and an $11,823.67 check dated September 23, 1958, drawn by Chi-East to the order of Mutual Trucking Co.

> Mr. KENNEDY. If the company [Mutual] was dissolved in 1957, why were two checks amounting to $21,823 issued to them in July 1958 and September 1958 if the company had gone out of existence 7 months earlier?
>
> Mr. HENDRIX. It had gone out of existence that long ago. They had quit the hauling business, but as far as the liquidation was concerned, it was not completed until sometime in 1958. When Mutual quit business, Chi-East took over Mutual's automotive equipment, their trucks.
>
> Mr. KENNEDY. What happened to this money?
>
> Mr. HENDRIX. It went into the bank for the Mutual Trucking Co., I am sure. It is so endorsed.
>
> Mr. KENNEDY. What happened to the banking account of the Mutual Trucking Co.?
>
> Mr. HENDRIX. It was liquidated to the stockholders.
>
> Mr. KENNEDY. Who were the stockholders?
>
> Mr. HENDRIX. The three of us (pp. 19575–19576).

Hendrix also testified that the Teamsters Union required a union contract to be executed by anyone who holds an Interstate Commerce Commission certificate, as Midwest did. Midwest, he continued, always has used the services of independent contractors, although it holds an ICC certificate. Chi-East does not have such a certificate, and Mattson also testified that Chi-East does not have an Illinois State certificate.

Senator ERVIN. Yet you are operating an over-the-road business?

Mr. MATTSON. That is correct.

Senator ERVIN. And you have no union contract?

Mr. MATTSON. No, sir.

Senator ERVIN. You are a nonunion company?

Mr. MATTSON. If you put it that way; yes (pp. 19576–19577).

Hendrix also testified that Midwest's union contract, although Midwest is a Toledo company, is with Teamster Local 710 in Chicago.

Neal Stone, now a resident of New York but formerly a driver for Chi-East from October 1952 to July 1957, testified that he thought he was being hired by Midwest but discovered he was working for Chi-East when he drew his first paycheck. He said the day he was hired he was sent to local 710 where he was made a member of the union and given his book.

Although he thought he was entitled to all the privileges of union membership, Stone declared, he found out that if he submitted any grievances "you didn't work there any more." His testimony indicated, in effect, that a common understanding existed among the men that the only time a driver would attempt to collect on unpaid fringe benefits was when he was leaving the company's employ. When his time came, Stone said, he went to the union and said he had not been compensated for 27 holidays. He quoted Thomas Keegan, local 710 business agent, as telling him, "Go back to Mr. Overman and tell him to pay every cent he owes you." Stone said that when he reached the company office, he found Overman conversing on the telephone with Keegan. Overman sent him back to the union office, where Keegan told him he could file a grievance only for a period back 30 days.

Stone testified that he went to the Central States Drivers Council, where he was told "Jimmy Hoffa wanted to clean up locals like that, and to put in writing" his complaint. Stone did as instructed. Stone's letter to Hoffa and a letter by Hoffa to John T. (Sandy) O'Brien, president of local 710, in which Hoffa stated that he was "returning this correspondence to you without having taken any action," were placed in the record (p. 19583).

The CHAIRMAN. And Mr. Hoffa sent it back with no action. Did you ever get your money?

Mr. STONE. I never got a dime, sir.

* * * * *

The CHAIRMAN. And Mr. Hoffa brushed it off in that fashion?

Mr. STONE. Yes, sir (p. 19583).

Stone estimated that the 27 holidays involved $450 to $500. He said he pressed no claim for other fringe benefits because he knew that it was useless when he was unable to collect for the holidays.

Growman Pratt of Straughn, Ind., who was a driver from June 23, 1955, to August 16, 1957, testified that he put in grievances and was able to collect for 1 year's back holiday pay and approximately 17 hours back layover and breakdown time, but "I haven't collected another cent other than that" (p. 19581).

Pratt said that when Keegan ordered Overman to pay the back holiday pay, Overman called him into the office and wanted to know if he was going to press for payment. Pratt said he told Overman he was and quoted Overman as saying, "Well, I am after your ——, and the first crooked move you make, that is it." Pratt said he was fired less than 2 months later "for having a late load of freight into Louisville," which he declared was a false charge (p. 19581).

Keegan was summoned to testify, but aside from identifying himself for the record and stating that he had been a business agent for 22 years, he invoked the fifth amendment to all other questions.

> Mr. KENNEDY. I might say for the record, Mr. Chairman, that Mr. Keegan received approximately $12,000 salary and another $5,500 in commissions. This is the local that gives commissions.
>
> Senator ERVIN. In other words, he receives possibly $17,500 a year in his official capacity which he has occupied for the last 22 years, and when he is called on to give an account of his stewardship he says that if he does so, that any disclosure he might make would tend to show that he had committed a criminal offense. Now that is a shocking thing for a man who occupies that position, drawing that salary out of the very men whom he is supposed to protect.
>
> Mr. KENNEDY. The president of the local is Mr. O'Brien, Senator. He is a vice president, a national vice president of the Teamsters, and he receives a salary and commissions of approximately $90,000.
>
> The CHAIRMAN. You mean the president of this local, for whom this man is a business agent, is vice president of the international and draws about $90,000 a year?
>
> Mr. KENNEDY. From this local. He has appeared before the committee and taken the fifth amendment also.
>
> The CHAIRMAN. Well, there are no words to describe such characters (p. 19587).

In the course of Stone's testimony he mentioned that he and other drivers falsified their logs because "in order to make a living, it would be necessary" (p. 19582).

Gerald G. Gotsch, a committee accountant, testified that his examination of Chi-East's records confirmed this. He cited as an example the case of one driver who left Chicago at 10 p.m. on June 5 for Cincinnati, arriving there at 6:30 a.m. on June 6. He returned to Chicago, leaving Cincinnati at 2 p.m. and arriving in Chicago at 10 p.m. the same day. On June 8 he drove a load from Chicago to St. Louis. Meanwhile his logbook, for ICC purposes, was showing him as still laying over in Cincinnati. In order to bring his log into agreement with his trip reports, the driver then showed a phantom run from Cincinnati to St. Louis.

> Mr. KENNEDY. * * * I might say we inquired of the ICC regarding the Chi-East Co. and they never heard of the company.
>
> The CHAIRMAN. What it is doing is actually operating on the permit of Midwest.

> Mr. KENNEDY. That is correct. This is set up as some kind of tax operation and also—I don't know what it is.
>
> The CHAIRMAN. The principal thing is to avoid having its members, its employees, in the union; that is one of the things (p. 19588).

Evidence that Hoffa and his local 299 in Detroit engaged in anti-Negro prejudice was spread on the record before the committee in the form of direct testimony and affidavits.

George Maxwell, a Cleveland attorney and labor relations consultant who helped organize the Steel Truckers Employers Association, Inc., and handled contract negotiations with the Central States Conference of Teamsters, testified that the contracts "are frequently modified by negotiations subsequent to their being signed with respect to particular conditions which are an aggravation or make it impossible for particular companies to operate in compliance therewith" (p. 19486).

When these changes occurred, Maxwell said, they were not always reduced to writing. The negotiations were conducted in a majority of instances with Hoffa and in all instances his approval was required before they could become effective. Maxwell said he knew of cases in which no subsequent approval of the members of the unions was secured. He agreed that, as a practical matter, the drivers affected by the modifications had very little choice as to approval or disapproval once Hoffa had made his decision.

Maxwell also agreed that it is understood that owner-brokers, although it is not specifically written into the contract, will receive a fixed percentage return on the work they do and the trips they make. He declared that certain companies have been able to obtain Hoffa's concurrence in amending agreements so as to reduce these percentages. Maxwell conceded that obtaining these modifications gave some companies a tremendous advantage over companies not able to obtain them, and "being on friendly terms with Hoffa is an aid to securing his concurrence in these modifications" (p. 19488).

A memorandum obtained from the files of the Glenn Cartage Co. in Cleveland was placed in the record at this point. It stated:

> George told me that in 1954 he made five separate deals with Hoffa, concerning percentage pay rates for major carriers who are members of his association. He had one company decreased from 74 to 70 percent, three companies decreased from 75 to 72 percent, and one company decreased from 80 to 72 percent.
>
> This does not include Hess, who was decreased through their own deal with Hoffa from 75 to 72 percent. George further said that Hoffa is very tough in these open meetings, but you can talk to him in a closed, private session; that this is the way in which most of the steel carriers operate (p. 19489).

Maxwell stated that to the best of his recollection this was a fair statement of his conversation with a Mr. Gurin, who was the author of the memorandum.

Maxwell then testified that Hoffa telephoned him on one occasion in 1954 or 1955 and told him that local 299 "did not like over-the-

road drivers of the colored race coming into Detroit; that if this were repeated, it might not be healthy for those drivers. I was asked to call their employer and to convey this message to him, which I did" (p. 19490). The employer, Maxwell said, was the Ohio Northern Trucking Co. of Youngstown, owned until 1956 by Jacob Protetch.

> Mr. KENNEDY. And he had sent a colored driver into Detroit?
>
> Mr. MAXWELL. As I recall it, there were two colored drivers mentioned by Mr. Hoffa in his conversation with me.
>
> The CHAIRMAN. Do you mean Mr. Hoffa——
>
> Mr. MAXWELL. I said Mr. Hoffa.
>
> The CHAIRMAN (continuing). The great friend of Joe Louis?
>
> Mr. MAXWELL. I said, Senator, that Mr. Hoffa called me.
>
> The CHAIRMAN. And objected to colored people driving trucks into Detroit?
>
> Mr. MAXWELL. And advised me that 299 did not like colored over-the-road drivers coming into Detroit.
>
> The CHAIRMAN. And that it might not be healthy for them if they continued?
>
> Mr. MAXWELL. That is correct, sir.
>
> The CHAIRMAN. Well, we get a revelation now and then (p. 19490).

It appears from the record that Ross Hill, a Negro, now a member of the International Union of Operating Engineers and employed as a heavy equipment operator in North Hollywood, Calif., was the focal point of the Hoffa complaint to which Maxwell alluded. In 1950 or 1951 Hill was a driver for the Smith & Taylor Transportation Co. in Detroit, a steel hauler, and a member of Owen Bert Brennan's local 337. Then he bought his own truck and started to operate as R. Hill & Son Transportation Co. When the steel company for whom he was hauling went out of business, he switched to Ohio Northern at Youngstown. Protetch told him when he started that he would have to come under the over-the-road agreement and to transfer his membership out of local 337. He shifted it to local 299 at a time when its officers were away at a convention.

Hill testified he made two trips to Youngstown, but when he returned from his second trip he was told by the local 299 steward at the terminal that he couldn't take out any more loads and couldn't work for Ohio Northern any longer. The steward, Hill said, told him that the business agent had given the order because "they don't want any more colored fellows in this local (p. 19511). The next day, Hill said, Protetch came to Detroit, and Hill heard Dave Johnson, the local 299 business agent, tell Protetch there were "too many colored brokers out of Detroit," and "we just don't want him [Hill] in the local" (p. 19511). Protetch then arranged with Hill to transfer his membership to local 377 at Youngstown, and "they accepted me very nicely down there."

Thereafter, Hill said, he took loads into Detroit, but he had to stay away from the terminal after being so advised by the steward and Protetch. The ordinary practice, Hill said, called for a broker to

bring his load to the terminal, and he would then go on a list to carry a load back to Youngstown. He was barred from doing this and was compelled to deadhead back to Youngstown. It thus became a losing operation, and Hill was forced to sell his truck, his car, and his house. He then went to work as a driver for Protetch, who arranged with the steward "not to bother me," Hill added.

Hill estimated that there was only a handful of colored over-the-road drivers in the 12,000-member local 299. This came about because local 299 had to take them in by reason of having organized the companies where these drivers worked. When asked if he knew of any instances where colored drivers were victims of sabotage, Hill said he didn't know personally, but "I know I had a lot of strange breakdowns sometimes, but I could never pinpoint it" (p. 19515).

Reference was made by committee counsel to a statement titled "Hoffa on Integration," which appeared in the April 1959 issue of the International Teamster magazine, in which Hoffa devoted considerable space to "stating how strongly he feels about integration."

> Senator GOLDWATER. Yet his own local practices segregation.
>
> Mr. KENNEDY. Evidently, according to the testimony (p. 19515).

An affidavit from Protetch corroborating Hill's testimony was placed in the record. It also stated in part that—

> If I wanted to hire a colored driver, or owner-operator in Detroit, I would have to send the man to Youngstown, Canton or Cleveland to get him into the Teamsters local in one of those cities, because Teamsters local 299 would not take colored drivers. * * * Threats that there would be reprisals if I didn't stop sending Negro drivers to Detroit were continually made, but I kept sending Negro drivers into Detroit. I do not recall if any of the threats were actually carried out (p. 19514).

An affidavit from Victor Sharpe, former operations manager for Fleet Carriers, Inc., which had a Government contract calling for delivery of army vehicles to various points, told of wanting to hire a Negro applicant. It stated:

> We told him we would hire him, but before we could do this, he would have to join the Teamsters Union, local 299, here in Detroit. He went over there to make application to join the union so that he could work for us. Shortly after he did this, a couple of fellows came over from local 299. They told me in no uncertain terms not to ever again send over any Negro applicants as they wanted no part of them. After that, I complied with their demands (p. 19522).

An affidavit from Mrs. Charles Stovall, who also leased a truck to Ohio Northern as Hill had done, declared:

> In our operation, we hired Negro over-the-road drivers who lived in Detroit and referred them to local 299, Detroit, for union membership. We were told by these drivers that local 299 always told them, when they applied for member-

ship, that they could not be accepted because the membership was filled (p. 19523).

When Hoffa was summoned to testify he told the committee that "this organization has no discriminatory policy against Negroes and our record speaks for itself." He submitted a list of companies having contracts with local 299 which he said employed a total of 645 Negroes.

Mr. KENNEDY. Are any of these drivers that you have here over-the-road drivers?

Mr. HOFFA. Middle Atlantic Transportation, Interstate Motor Freight, Emery Transportation—these are highway companies, so I am assuming these are highway drivers. Glenn Cartage is a highway company.

Mr. KENNEDY. They are all city drivers, Mr. Hoffa.

Mr. HOFFA. I don't know if they are or not. I have a list.

Mr. KENNEDY. We checked it.

Mr. HOFFA. I don't think you know it either, because we couldn't tell from our records whether they were city or road on this quick of a check (p. 19832).

Hoffa was asked if he had made the statement attributed to him by Maxwell.

Mr. HOFFA. I have not been able to find George since he made the statement. I have been trying to find him. I want George to verify the fact and I would like to get the day and the date that I talked to George. I never remember talking to him concerning this problem and I am trying to investigate it and I want from Mr. Maxwell either a retraction or he will have a lawsuit because I don't recall it and I don't think he has any proof.

* * * * *

Mr. KENNEDY. Will you deny you made the statement to Mr. Maxwell on the telephone telling him that he had better tell the employer to keep those Negro drivers out of the city or they would get into difficulty?

Mr. HOFFA. I do not recall any specific conversation concerning what Maxwell said. There was some problem concerning Negro drivers on the highway. I may have discussed that problem with him. I will not recall from memory the exact quotation that he made until I have talked to Maxwell.

Mr. KENNEDY. Well, you wouldn't deny it, then, his testimony here before the committee?

Mr. HOFFA. I have made my statement for the record.

Mr. KENNEDY. So I understand it, I assume that to mean or gather that to mean that you do not deny it.

Mr. HOFFA. I have made the statement for the record (pp. 19831–19832).

In view of repeated statements by Hoffa before the committee that Teamster Union members in Michigan enjoyed the highest contracts in the country, the committee made an investigation in Hoffa's own city of Detroit.

Sharp rebuttal of the Hoffa claim was contained in the testimony of Wally Butler, whose primary employment is with the Vernor Ginger Ale Co. and who serves as the $50-a-month president of the 350-member local 297, Retail, Wholesale, and Department Store Union, competitive with the Teamsters Union in the soft drink bottling industry in Detroit. Butler declared that the wages being paid to members of his union are far higher than wages paid to Teamster members in the industry, and fringe benefits also are superior. Wage rates in his contract range from $1.95 an hour to $2.74 as compared with rates of $1.35 and $1.40 to $1.90 in Teamster contracts. His union's contract has a night shift premium of 10 cents an hour as compared with 5 cents in Teamster contracts, and the contribution to the pension fund is 4½ percent as against $2 a week for the Teamsters, "which is a considerable difference," Butler added.

> Mr. KENNEDY. Do you find on occasion when you are coming in to try to organize the employees, that the employer will go around and make a backdoor agreement with the Teamsters Union?
>
> Mr. BUTLER. Yes, I have found examples of that.
>
> Mr. KENNEDY. Is it a practice also that the employees, as far as the Teamster Union is concerned, are not consulted, that this is a question often of an arrangement between the employer and the Teamster official?
>
> Mr. BUTLER. That is common also. There are many cases in which the contract is drawn up between the business agent, the employer, and with no knowledge of the employees. I have found in my own instance 10 years ago. I had been working for a company. I wanted to know about union representation. I was told that my dues and initiation fee were paid; that there was no representation, and to be quiet. I refused to be quiet and I was fired.
>
> Mr. KENNEDY. That was a Teamsters Union?
>
> Mr. BUTLER. That was a Teamsters Union (p. 19596).

Butler said the low wage scales in the Teamster contracts make it difficult for his union to negotiate increases and added:

> I think if the Teamsters were an honest organization that their wages would be equal to ours and that we could all progress because of that, but in effect, because of the Teamsters, they are holding the rest of labor back.
>
> Mr. KENNEDY. Would you agree from your knowledge with the statement of Mr. Hoffa, "I am not interested in having strikes for the benefit or glorification of certain people. I am interested in my members and the contracts will speak for themselves, because in Michigan we have the highest contracts in the United States, and they are going to be higher." Is that correct?
>
> Mr. BUTLER. I don't know what contracts he was talking about. I haven't seen them.
>
> Mr. KENNEDY. From your knowledge it is not correct?
>
> Mr. BUTLER. It is not correct.
>
> Mr. KENNEDY. In fact it is to the contrary?
>
> Mr. BUTLER. Yes (pp. 19596–19597).

Butler testified that "the Teamsters have tried to buy me off" by offering him jobs as business agent. He said Owen Bert Brennan, head of local 337, offered him "a blank check" to fill in with his own amount if he would bring his local into the Teamsters. This was in June 1955.

> Mr. KENNEDY. And there have been other instances? You have been threatened also?
>
> Mr. BUTLER. I have been threatened. It is quite a joke around Detroit. I have been threatened with cement feet the next time I cross the river. There have been threats to various friends of mine that I am living dangerously, so to speak (p. 19597).

William Bufalino also made an indirect approach to him on one occasion, Butler declared, and offered money.

> Mr. KENNEDY. For the purpose of turning over your union?
>
> Mr. BUTLER. Yes. It was shortly after—there was a lot of talk around Detroit Bufalino did not represent the laboring man. I believe he was involved in coin machines or something of that nature at the time. He approached another union official of mine and told him that he would make out this check to the union, to myself, to the union official, or whatever way we wanted it. The only requirement being that we join with him.
>
> Mr. KENNEDY. That you join up with him?
>
> Mr. BUTLER. That we join up with him.
>
> The CHAIRMAN. How much did he offer?
>
> Mr. BUTLER. I was told $50,000 (p. 19598).

Butler related an instance where the Teamsters Union engaged in strikebreaking activity. He said the 7-Up driver-salesmen voted to disaffiliate from the Teamsters and went over to the Brewery Workers Union, where they had to go on strike to secure a contract. While the strike was on, according to Butler's testimony, the Teamsters sent as many as 25 Cadillac and Oldsmobile union cars "with maybe 100 men" to see to it that the company's one highway truck was permitted to pass the two-man Brewery Workers picket line. The inside help belonged to the Teamsters Union and continued to bottle during the strike.

> Mr. KENNEDY. In your estimation as a union official did this constitute strikebreaking?
>
> Mr. BUTLER. Yes, definitely so. They insisted that the trucks be allowed to cross a picket line.
>
> The CHAIRMAN. What do they call them—scabs or something?
>
> Mr. BUTLER. If it was anybody else but the Teamsters, yes.
>
> * * * * *
>
> The CHAIRMAN. What is it when a Teamster does it—an infested scab?
>
> Mr. BUTLER. You could be right, Senator.
>
> Mr. KENNEDY. It must make your operation and the operation of the other union officials similar to yours very difficult.

Mr. BUTLER. It does. This reflects on the whole labor organization, not only in the soft drink industry, they have other industries. Driver-salesmen throughout Detroit, people in the small plants throughout Detroit, are suffering because of the Teamster contracts that are in existence.

* * * * *

The CHAIRMAN. I guess you probably agreed with what the chairman was saying a while ago—the union busters or baiters are these folks who are bringing disrepute on unionism by such practices as you are here condemning.

Mr. BUTLER. When you said that I felt like cheering (pp. 19597–19598).

The plight of the small plant workers to whom Butler referred was graphically illustrated by the testimony of Barbara Barnes, Mary Kirnberger, and Leonard Hempel who were employed by the Bonan Co. in Warren, a Detroit suburb. In essence their collective testimony made these points:

(1) In May 1956 Ben Stone, owner of the company, called the employees into his office and told them he would have to have a union shop "or we would all be out."

(2) Stone told the employees he was bringing in an organizer to talk to them. Frank Yezbec, a local 337 business agent, eventually appeared and told them it would cost them $10 to join the Teamsters.

(3) Before the union shop issue had been raised, the employees had received a 10-cents-an-hour increase, which put the basic rate at $1.35 an hour.

(4) The contract that was signed was for 5 years and gave the employees a 5-cent raise annually.

(5) The employees were dissatisfied with the service they were getting from the union, and when local 337's reputation for being corrupt began to be aired, they did not like it.

(6) After consulting an attorney the employees met on March 15, 1958, and voted, 70–0, to disaffiliate.

(7) On March 20, 1958, a letter was sent by Owen Bert Brennan reminding them that the contract contained a provision that all present and future employees "shall become and remain members in good standing in local 337." The employees were warned that "any member of this union who refuses to remain 'in good standing' will necessarily suffer the consequences which we deem proper and legal," the inference being that the union would demand their discharge.

(8) The issue was carried to the National Labor Relations Board where an election was held December 3, 1958, with 96 eligible to vote. Four did not vote, two votes were challenged and the remaining 90 cast a solid vote for disaffiliation.

(9) The Bonan Employees Council, an independent union, was formed with Mrs. Kirnberger as president, Miss Barnes as vice president, and Mr. Kempel as a board member.

(10) The independent union immediately negotiated a 2-year contract and obtained an increase of 20 cents an hour.

The CHAIRMAN. You say that during the time you were in this local 337, the Teamster officials did in no way try to help you or try to look after your interests?

Miss BARNES. In my opinion, sir, no.

* * * * *

Mr. KENNEDY. I might say Mr. Yezbec has been involved with Mr. Hoffa for a number of years. He has also been close to a number of criminal people in Detroit, including Santo Perrone (p. 19593).

HOFFA BIDS TO CONTROL COURT-APPOINTED MONITORS

Repeatedly during the nearly 3 years of inquiry into the affairs of the International Brotherhood of Teamsters, the committee has received evidence that James R. Hoffa and his predecessor as general president, Dave Beck, regarded the international's constitution as a document to be either obeyed or ignored, depending on what benefit they might derive from such action.

It is undisputed that their flouting of the procedures regulating the internal machinery of the union brought the organization eventually into the jurisdiction of the U.S. District Court for the District of Columbia. This came about through the election of Hoffa as Beck's successor at the international convention in Miami in the fall of 1957. There was overwhelming evidence that a substantial number of delegates, including those from Hoffa's own local 299 and other Detroit locals, were illegally elected but were seated in the convention when Beck arbitrarily waived the provisions of the constitution governing the election of delegates. This precipitated litigation in the court of U.S. District Judge F. Dickinson Letts in Washington, where 13 rank-and-file members of the union asked that Hoffa be restrained from assuming the presidency.

The issue proceeded to trial, and a considerable amount of testimony was taken. The trial terminated when a settlement was reached and a consent decree entered which permitted Hoffa to take over the presidency provisionally. The consent decree also provided for a court-appointed Board of Monitors to oversee the operations of the international union and to prepare for the eventual calling of a new international convention when conditions assuring the selection of delegates in a democratic and legal manner would prevail. The Chairman of the Board was designated by Judge Letts, one member was chosen by the plaintiffs, and the third member was selected by the defendant union. A New York attorney, Godfrey Schmidt, became the monitor for the complaining rank-and-file members in January 1958. He, together with Joseph Blumenfeld and Thomas Dodd, now a Senator from Connecticut, had represented the plaintiffs in the litigation.

But the seating of Hoffa provisionally, with the monitors functioning as overseers, had the effect of intensifying the litigation instead of minimizing it.

The Teamsters vigorously attacked an order of Judge Letts directing the union to pay counsel fees totaling $210,000 to the plaintiffs' attorneys, half of which was to go to Attorney Schmidt. Schmidt

then retained another New York lawyer, Bartley C. Crum, to represent him in subsequent efforts to collect his fee.

Meanwhile, Hoffa instituted an ambitious program for the creation of what was to be known as a Conference on Transportation Unity, an amalgamation of transportation unions designed to unify demands and formulate mutual assistance and cooperation agreements. Overtures for alliances were made to the International Longshoremen's & Warehousemen's Union on the west coast, of which Harry Bridges and Louis Goldblatt are president and secretary-treasury, respectively, and to the International Longshoremen's Association on the east coast. The ILWU has functioned independently ever since its expulsion from the Congress of Industrial Organizations on the ground that it was Communist dominated. The ILA was expelled from the AFL–CIO because it was racketeer controlled but has since been readmitted on a provisional basis.

In the light of the foregoing facts and their relationship to events occurring subsequently, the record before the committee amply supports a thesis that Hoffa was beset by both irritation and frustration because of the restraints imposed by the continuing jurisdiction exercised by the court. His future was insecure because the Teamster presidency had no fixed tenure under the consent decree. He had to reckon with the monitors at every turn, and there already was growing apprehension in many quarters that the welding together of all transportation unions would represent an unconscionable concentration of power inimical to the Nation's economic welfare.

It seems clear from the record that there was a realization that little hope existed for an early termination of the litigation that was a barrier to more untrammeled rule over Teamster affairs by Hoffa. Alternative strategy dictated that it was imperative to neutralize the board of monitors.

The testimony sustains a deduction that the presence of Godfrey Schmidt on the board of monitors was anathema to Hoffa. Thus Schmidt became the target for a series of moves obviously inspired by the Teamster president and his principal aids.

Beginning in July 1958, the record reflects at least five different approaches, all with the common pattern of agreeing to Teamster withdrawal of objections to the $210,000 in fees ordered paid by Judge Letts to the attorneys for the complaining rank-and-file members in exchange for Schmidt's resignation as monitor. This would then have permitted maneuvering to substitute for Schmidt a monitor who would be sympathetic to Hoffa.

The first of these approaches on or about July 4, 1958, involved three New York lawyers—Labrutto, Feinstein, and Feldschuh—one of them claiming he represented interests close to Hoffa, and the others claiming to be speaking for Hoffa himself. This petered out, but not before Judge Letts was alerted. Counsel for both sides were instructed by the court to report the incident to the Federal Bureau of Investigation and the U.S. attorney in New York and to keep them and the court advised of all future moves in the same direction.

From that point on, according to the testimony, the chief pressure for Schmidt's withdrawal from the monitorship, with the dangling of his $105,000 fee as the enticement, emanated from Hoffa's west coast compatriots, Harry Bridges and Louis Goldblatt.

The record before the committee shows that they were actively advocating that Schmidt's lawyer, Bartley Crum, be proposed as Schmidt's replacement on the board of monitors. Crum, who formerly practiced law on the west coast before taking up his residence in New York, had been a friend of Bridges since 1934.

The committee summoned Goldblatt as a witness. Aside from affirming that there had been "discussions" between the ILWU and the Teamsters about mutual problems and a "general understanding" with respect to jurisdictional problems, and an agreement to cooperate in organizing campaigns in Hawaii, Goldblatt was of little help to the committee.

When the committee questioned Goldblatt as to whether he had made any approaches to anybody to secure the removal or resignation of Schmidt, Goldblatt invoked the fifth amendment. He also took the fifth amendment to all questions directed to his association with the Communist Party. In this respect his performance was the same as previously given before other congressional committees. Shown a photostatic copy of the non-Communist affidavit he filed with the Secretary of Labor on May 16, 1958, Goldblatt also took the fifth amendment when asked if the facts set forth in the affidavit were true.

Significant testimony, however, was forthcoming from Attorney Crum, who said he met Bridges and Goldblatt in a San Francisco hotel, either in late July or early August of 1958, at which time Bridges complained that his union "was not satisfied with the way in which Mr. Schmidt was acting as monitor" (p. 19617). Just prior to this time, Schmidt had written a letter to the monitors' chairman, Martin O'Donoghue, protesting the Teamster alliance with Bridges' ILWU. Crum said both Bridges and Goldblatt were aware that he represented Schmidt, and their objection to Schmidt was based on his voting with O'Donoghue against Hoffa in matters considered by the monitors.

On or about October 14, 1958, Crum said, he received a visit at his home in New York from Goldblatt who complained that Schmidt's activities were frustrating the alliance between the ILWU and the Teamsters and that "it would be appropriate for Mr. Schmidt to resign and be paid."

> Mr. KENNEDY. Was there discussion at that time that you might replace Mr. Schmidt?
>
> Mr. CRUM. Yes, there was.
>
> Mr. KENNEDY. What was your feeling about that at that time, as to what kind of a monitor was wanted?
>
> Mr. CRUM. Well, I think the monitor that they wanted, Mr. Kennedy, was one who would vote with Mr. Hoffa.
>
> Mr. KENNEDY. Did they indicate at that time that if Godfrey Schmidt did resign that it might be arranged to have the various fees that were due him paid?
>
> Mr. CRUM. Yes (p. 19618).

Crum testified that there was pending at the time before Judge Letts a petition by the monitors asking the court for a clear definition of their powers. Mention was made in the course of the proposal to get Schmidt out of the way that postponement of this phase of the court proceedings and eventual dropping of it were also conditions that the Teamsters wanted.

Crum said he was aware that his appointment as successor to Schmidt would require approval by Schmidt, the plaintiffs he represented, Mr. O'Donoghue, and Judge Letts, but he asserted that "they did represent to me that we would go before Judge Letts to seek such approval."

Further questioning of Crum also developed the fact that John Cunningham, one of the original plaintiffs, had, "so far as I know, been put on the payroll of Mr. Hoffa."

Senator KENNEDY. So this is another example of the Teamster Union and Mr. Hoffa playing fast and loose attempting, in a sense, to corrupt justice by a free use of Teamster money to pay off, in a sense, Mr. Schmidt, if he had been willing to accept it, which he was not, and also to pay off Mr. Cunningham, who was the No. 1 name on the list of the plaintiffs.

Mr. CRUM. I agree with you.

Mr. KENNEDY. Did Mr. Goldblatt describe to you what kind of a monitor or what they said they wanted as far as a monitor?

Mr. CRUM. Yes. They wanted a monitor who would go along, in effect, with Judge Wells from Texas, who was the Teamster monitor.

* * * * *

The CHAIRMAN. And, thus, they sought to replace him [Schmidt] by you with the idea that you would vote with the monitor nominated by the defendants?

Mr. CRUM. That is right.

* * * * *

Mr. KENNEDY. Did Mr. Goldblatt say anything to you in that conference about Mr. Hoffa or about the Teamsters?

Mr. CRUM. Yes, he said that both he and Bridges were well aware of the fact that Hoffa had a rather bad background. He said that they both knew that there were gangsters and thieves and thugs and other disreputable characters in the Teamsters Union, but that he, Goldblatt, was confident that a great deal of good could be accomplished through the cooperation between the Teamsters Union and the Bridges union on the coast.

* * * * *

Senator CHURCH. Mr. Crum, when you say that such an alliance was in prospect, is this your surmise due to your general familiarity with the labor union movement or was this a part of the conversation that took place in San Francisco between Harry Bridges and Mr. Goldblatt and yourself?

Mr. CRUM. This is a direct statement by Bridges to me in San Francisco in August or late July of 1958.

* * * * *

Senator MUNDT. What arguments did they use to convince you that Bridges had enough authority with the Teamsters so that he could speak for them and make good on the promise?

Mr. CRUM. Well, I have found, Senator, that Mr. Bridges usually speaks the truth unless he claims the fifth amendment.

Senator MUNDT. We have found that he takes the fifth amendment, so we have had much experience with that other aspect of it.

Mr. CRUM. I think he had the power to bring this about.

Senator MUNDT. At least he told you that he had the power?

Mr. CRUM. Yes, he did (pp. 19620–19622).

Crum testified that after Goldblatt's meeting with him in mid-October he arranged, at Goldblatt's request, for a meeting between Goldblatt and Pat Kennedy, another of the complaining rank-and-file members. They met several times. Kennedy, Crum stated, was also present when Goldblatt came to Crum's home again on October 27, 1958. This time, Crum said, Goldblatt had a proposal in writing which Crum copied.

By this time arguments had been scheduled before Judge Letts on the petition of the monitors seeking to determine if they had merely advisory powers, or if their powers went beyond that. O'Donoghue and Schmidt were contending that the latter was the correct position and were being opposed by the Teamster monitor. Also before Judge Letts at the time was a Teamster petition attacking Schmidt's right to continue as a monitor on the ground of conflict of interest because Schmidt also represented employers who had contracts with the Teamsters Union.

The five-point proposal in writing submitted by Goldblatt was inserted in the committee record at this point in Crum's testimony. It provided:

(1) Suits by monitors to change or interpret court orders and suit by IBT to remove Schmidt as a monitor to be dropped and monitorship to return to original status.

(2) Other suits involving monitors, directly or indirectly, such as Cunningham suit, action by IBT regarding fees for services of monitors and attorneys to be dropped. All fees to be paid.

(3) Pat Kennedy to be restored to full book membership.

(4) Inasmuch as Schmidt has decided to resign as monitor because of the pressure of other work, and feels that the initial purpose of his tenure as monitor has been served, he asks the rank-and-file committee to designate Bartley Crum, in whom he has complete confidence, in his place.

(5) Bartley Crum will agree to serve as monitor with the sole objective of resolving remaining problems in trade union democracy so as to complete the tasks to which the monitors were assigned and which are preliminary to the calling of a new convention (pp. 19624–19625).

Crum was asked by Senator Curtis if he accepted the idea that the power of the monitors was merely advisory and he replied, "Never."

Crum declared that after studying the proposal he asked Goldblatt if he was speaking for Hoffa. Goldblatt telephoned to Hoffa, he added, and Crum learned from Hoffa that the proposal had his

approval and he would take it up with his attorney, Edward Bennett Williams.

> Mr. CRUM. It was clear from the conversation that the proposal had come from Hoffa.
> Mr. KENNEDY. There was no question about that?
> Mr. CRUM. No doubt whatever (p. 19627).

Crum testified also that he told Hoffa he would have to talk to Schmidt. He did so the following day, but Schmidt said he would not resign "under any circumstances until the court had clearly defined the powers of the monitors" (p. 19629). Schmidt also instructed that there be documentation of what was transpiring.

On October 29, Crum went on, Goldblatt called Washington to arrange for a meeting. Crum, with his law partner, Mortimer Feuer, and Pat Kennedy flew there for a conference in Williams' office.

> Mr. CRUM. There was a discussion about Mr. Brennan. I remember very well, because Mr. Williams said that Mr. Brennan was a thief who had stolen money and should be indicted and tried and put in jail, and Mr. [Edward] Cheyfitz differed with him. He said he only misappropriated a few dollars with the approval of some trustees.
> Mr. KENNEDY. That is Owen Bert Brennan?
> Mr. CRUM. Yes (p. 19630).

Arrangements were then made, Crum said, for another meeting of the parties in Hoffa's office at Teamster headquarters, at which time "this whole agreement was gone over and approved by Mr. Hoffa" (p. 19631). Hoffa also raised the question about whether this would get rid of the pending court case on the issue of the powers of the monitors, and it was agreed that Williams would see O'Donoghue to find out whether a postponement could be arranged. Crum quoted Williams as saying that he was afraid of O'Donoghue and Schmidt, "because Mr. Schmidt was whistling for the cops" (p. 19631).

> Mr. KENNEDY. While you were there, did Mr. Feuer raise some questions?
> Mr. CRUM. Yes, he did. Mr. Feuer innocently raised several questions with Mr. Hoffa. He said, in effect, "Wasn't the problem one of having a secret ballot for the members of the Teamsters Union so that they could elect officers of their own choice; and shouldn't there be an accounting?" Mr. Hoffa turned to me and he said, "What is the matter with this fellow? He must be out of his mind. In the Teamsters Union, every man stands up and has his vote counted and God help him if he votes the wrong way" (p. 19631).

Crum asserted that there was a discussion with Hoffa about Pat Kennedy's membership book being restored. Hoffa promised that he would arrange to have it restored if the monitors gave him some excuse to take the action.

> Mr. KENNEDY. Did he have any statement about Brennan?
> Mr. CRUM. Yes. He mentioned the fact that Mr. Brennan had called him and said that he, Brennan, would not stand still for a trial, that if he were called or indicted or tried he

would spill his guts on Hoffa. And Hoffa said that he told him to keep his shirt on, that nothing was going to happen.

Senator KENNEDY. Mr. Crum, in your reporting of these conversations, did you make some sort of a record afterward?

Mr. CRUM. I did. I made records every time a meeting occurred.

Senator KENNEDY. So that when you give us a report of the remarks which Mr. Hoffa made, or other people, this is based upon the memorandums that you prepared after the meetings?

Mr. CRUM. Yes, they are (p. 19632).

On October 30, 1958, Crum said, there was a meeting in his law firm at which his associates disapproved the idea of him serving as a monitor. The next day, however, he received a call from Attorney Williams, who reported that O'Donoghue was afraid to talk with him but had indicated he was reserving a decision on the suggestion for a continuance of the pending argument before Judge Letts. Crum said he learned later that O'Donoghue had stated he was going ahead with the case.

On November 5, Crum continued, Harry Bridges telephoned him and said he regretted to hear that Crum was not going to serve as monitor. Crum said he told Bridges "that I thought that's what Hoffa wanted was a stooge, not a monitor" (p. 19633).

At the same time, Crum declared, he told Bridges that before Schmidt would agree to go along with anything there would have to be certain stipulations in writing as evidence of good faith. He said he also told Bridges he was still willing to consider the monitorship under certain conditions "but I was convinced by that time that it was pretty impossible to try to do any business with Hoffa" (p. 19633).

On the night of November 6, Crum testified, he received a telephone call from Goldblatt in San Francisco in which he was advised that Williams now was fully authorized to conclude all arrangements. He said he followed Goldblatt's plea to call Williams at Edward Cheyfitz' home, whereupon Williams suggested that he was so busy that he couldn't draw the necessary papers and asked Crum to do it. Crum added that he refused "because I wanted Williams to show some evidence of good faith by at least drawing the documents, by documenting this matter."

Mr. KENNEDY. Did he state at that time that he thought there was a possibility of a trap being involved in this?

Mr. CRUM. Yes. He mentioned the word, "entrapment" on several occasions. He felt that Godfrey Schmidt was always trying to entrap him—or at least he so stated—that Schmidt was always "blowing the whistle for the cops," as he put it.

Mr. KENNEDY. Was that the last you heard of it until June of this year?

Mr. CRUM. Yes.

Mr. KENNEDY. After not getting a continuance from Judge Letts and the matter going ahead the following week, then it was left in abeyance?

Mr. CRUM. It was (pp. 19634–19635).

Crum testified that his actions all this time were influenced in part by his knowledge that Schmidt's financial condition, because he was devoting 90 percent of his time to his duties as a monitor, had become precarious, and he was being harassed by his creditors.

Meanwhile, the Teamsters had gone to the U.S. Court of Appeals for the District of Columbia Circuit in an effort to upset Judge Letts' rulings on the fee question, the issue governing the extent of the monitors' powers, and the conflict of interest issue affecting Schmidt. On June 10, 1959, the appellate court ruled that the entire membership of the IBT should have been given notice that Judge Letts was empowered to fix fees, that the monitors had more than mere advisory powers, and that a "potential" conflict of interest existed as to Schmidt. The case was sent back to the lower court for reappraisal and reevaluation in the light of the opinion of the court of appeals.

Almost immediately thereafter, Crum testified, he received a call from Goldblatt suggesting a renewal of the previous deal—

> and he said that in order to make certain this time that it would not fall through, that we should put the documents in escrow with Gen. Telford Taylor, of New York, who is Harry Bridges' lawyer (p. 19638).

The documents, Crum explained, were to be certified checks for Schmidt, Dodd, and Blumenfeld, together with Schmidt's resignation and the nomination of Crum as monitor.

Crum said he talked by telephone to Williams, and "I thought he was for it. At least he said he was" (p. 19639). There were plans to prepare the papers and submit them to Judge Letts, but "Williams never got around to preparing the papers," Crum asserted (p. 19639). Crum then related a conversation he had with Williams, in which he quoted Williams as stating "that we were sitting on a keg of dynamite and we might be accused of obstructing justice if we continued."

Crum declared that he told Williams he saw nothing wrong about the matter "inasmuch as there was a fee long overdue to my client" (p. 19640). Crum then testified that a week before his appearance as a committee witness he had lunch with Williams, at which time Williams told him Schmidt's fees as monitor, which also were not being paid, would be forthcoming provided Crum did not appear as a witness before the committee.

> The CHAIRMAN. Now that is a pretty serious charge.
> Mr. CRUM. Well, it is the truth.
> The CHAIRMAN. I don't know. You are under oath.
> Mr. Williams is present here.
> Mr. CRUM. I am well aware I am under oath.
> The CHAIRMAN. I understand. It is a pretty serious charge you are making.
> Mr. CRUM. I am sorry, that is precisely what was said to me.
> The CHAIRMAN. OK. You know the full import of your testimony?
> Mr. CRUM. Yes, I do (pp. 19641–19642).

Crum testified that when Schmidt resigned as monitor after the court of appeals' decision, there was no arrangement or deal because Schmidt had turned this down flatly. Under questioning by Senator

Mundt, Crum declared that he considered the approaches by Goldblatt, Bridges, Hoffa, and Williams were all improper. He also testified that he was approached with the same proposal on one occasion by Gen. Julius Klein, a Chicago public relations man.

When Crum completed his testimony, Attorney Williams requested permission to testify and promptly labeled Crum's testimony as a "false, vicious, and contrived smear" (p. 19661). As to the Crum statement that Williams had offered at the luncheon meeting to pay Schmidt's monitor's fees if Crum would not appear before the committee, Williams declared, "That statement, sir, is absolutely, completely, unequivocally, unqualifiedly false" (p. 19662).

Williams testified that when he read a newspaper article in July 1958 in which Schmidt had claimed that an attempt had been made to bribe him, he immediate sought an appointment with Judge Letts after notifying O'Donoghue and Crum of his intentions to bring it to the attention of the court. Williams said he asked for a full investigation and later conferred with U.S. Attorney Arthur Christy in New York, where he repeated the request.

Williams declared that he does not know Bridges or Goldblatt and "so far as I know, I have never, in my life, had a conversation with either one directly, indirectly, personally, or by telephone" (p. 19664).

The petition for the removal of Schmidt because of conflict of interest, Williams said, was filed in September 1958. According to Williams, it was Crum who suggested in October that the action would not be opposed if the Teamster Union paid the $105,000 fee to Schmidt. Williams asserted that he advised his client not to "succumb" to the payment of what he regarded as an "unconscionable" fee (p. 19665).

Contrary to the testimony of Crum, Williams stated to the committee that Schmidt had been paid $30,550 in monitor's fees and $7,194.43 in expenses to date, but his last bill of $28,000 for a 6-month period had not been paid because it was twice as much as the other monitors claimed for the same period of time.

Williams also testified that "I do not believe that I ever knew before today that Mr. Hoffa and Mr. Crum had conversations private in nature, if they did have such conversations" (p. 19671). He acknowledged that he did talk with Crum and Feuer about paying Schmidt's fees in full if there was no contest on the petition for Schmidt's removal, but he maintained that these were "lawyer to lawyer talks" as a "settlement proposition for two legal cases."

"I would think you would have a complaint that Mr. Hoffa did not discuss it with you, instead of going behind you and picking Harry Bridges, and Bridges and Mr. Goldblatt to initiate these negotiations," Senator Kennedy observed (p. 19673).

"I appreciate your observation on that, Senator, and I will weigh it very carefully," Williams replied (p. 19673).

Concerning Crum's testimony that he appeared receptive to the idea of carrying through with the arrangement even after the court of appeals decision in June, Williams insisted that he had told Crum that he believed it would be wrong to pay the fee "while there was pending this interdiction by the court of appeals against paying it. I may very well have said that it might be construed as an obstruction of justice because this case is in very different posture right now than what it

was in October 1958" (p. 19673). He declared he had no recollection of having told Crum anything about "sitting on a keg of dynamite."

Williams stated that he didn't see anything improper in "bona fide, valid, legitimate efforts toward settlement. I am appalled if Mr. Crum thinks differently" (p. 19674). He said he was perfectly willing to let the American Bar Association Ethics Committee pass on the question.

Harold Ungar, a Washington attorney who shares law offices with Williams, and who was present at lunch with Williams and Crum, was subpenaed at Williams' request. He recalled that Crum had said during the lunch that Schmidt was using candles for illumination because his electricity had been shut off and had observed that it would be "awfully nice" if Schmidt could collect his monitor's fees inasmuch as his fees as plaintiffs' counsel were being held up in court. He said Williams replied that "he assumed his fees as a monitor would be paid" (p. 19679).

Ungar said he didn't remember any statement being made about the possibility of Crum being a witness before the committee. He said that if Williams had made any promise to pay Schmidt's fees the next day providing Crum did not testify before the committee, "I certainly would have remembered it" (p. 19682).

Schmidt told the committee that "everything that Mr. Crum said here under oath he had previously told me either orally or in letter form."

> Mr. KENNEDY. Is that contemporaneous with these events?
>
> Mr. SCHMIDT. Yes, it was contemporaneous with these events. I immediately told Martin O'Donoghue about it, the chairman of the board. I immediately told one of the agents of the FBI about it. As soon as I could get together my plaintiffs, I told them about it.
>
> * * * * *
>
> Mr. KENNEDY. It has not been something that has been going on the last couple of weeks?
>
> Mr. SCHMIDT. No; it started with the Labrutto-Feinstein matter, went on to be the Feldschuh matter, and went on to a third matter that was not referred to here, a McAllister matter, which was another approach for a bribe (p. 19685).

Schmidt disputed Williams' statement that he asked for an appointment with Judge Letts after reading a newspaper article about Schmidt's claim of a bribe attempt. "Actually it came from telephone conversations from myself and my attorney which I made directly to Mr. Williams, and the last conversation I had in July, before we went to see Judge Letts, was the conversation about the McAllister matter. When he heard that he said he thought we should go to the judge, just as Mr. O'Donoghue had said, and we went to the judge the following Monday," Schmidt declared (p. 19685).

Schmidt also testified that at no time did Crum or Feuer ever indicate to him that there was under consideration "any proposition under which I would agree not to defend myself in the conflict-of-interest suit if they would pay me the full amount."

> Mr. KENNEDY. Did you feel what was being proposed was improper, Mr. Schmidt?

Mr. SCHMIDT. I always thought it was improper, because it seems to me that the very definition of a bribe is the offering or the accepting of anything of value to influence official conduct, and I can say that at no time was my official conduct influenced in any way by any of their various offers, even the last one which came through a Mr. Lynch, Arthur Lynch (p. 19690).

The nature of the testimony brought from Chairman McClellan this observation:

The only thing the Chair can do is to make the observation that someone is certainly varying from the truth, and it comes from forces or people who are members of the bar, people who are officers of the court. Such conduct certainly should not be tolerated, and it should not be unattended to insofar as the truth can be ascertained and the innocent protected and the guilty exposed.

I do think that this record should go immediately, a copy of it to Judge Letts, a copy of it to the monitors, and a copy of it to the Department of Justice. With the approval of the members of the committee, the Chair so orders and directs.

Is there objection? That will be the order of the Chair (p. 19683).

When Hoffa was questioned about the purported plan to substitute Crum for Schmidt as monitor in exchange for the payment of the fees due to Schmidt, he advanced the theory that Crum "apparently shopped around" and made contact with Bridges and Goldblatt to get their assistance in collecting Schmidt's fees.

After referring to Crum's "very fluid background," Hoffa asserted he "would imagine" that Crum enlisted the aid of Bridges because he knew that talks were in progress between the ILWU and the Teamsters concerning problems arising out of "automation and containerization."

Mr. KENNEDY. What do you mean a "fluid background"? I didn't understand that.

Mr. HOFFA. Well, I noticed that he has been connected with many organizations that apparently were so-called Communist-front organizations, Communist-background organizations, and that he has represented many individuals who apparently have records dealing with the alleged question of communism (p. 19695).

Hoffa maintained that Goldblatt brought up the question of Crum trying to collect Schmidt's fees on many occasions during the discussions of the ILWU-Teamster problems and that he always told Goldblatt to advise Crum to talk to Williams, the Teamster attorney, because it was a legal question.

It was Crum, Hoffa declared, who—

apparently wanted to become a monitor. Crum himself told me, in our meeting in the office, that he wanted to become a monitor, and did I think we could work together, and I told him whether he was monitor or anybody else we would

> take the same position we are taking now, that we have a constitution and we didn't propose to go outside of that constitution, and I didn't care who was the monitor, him or anybody else; it would be the same position (p. 19697).

He also quoted Crum as having said that he was better qualified, from the standpoint of general background, than was Schmidt to carry out the original intent of the court's consent decree because he "was flexible on the standpoint of unionism" (p. 19698).

Hoffa testified that the October meeting in his office was the only occasion on which he met Crum in connection with this matter although he "may have talked to him on the phone" subsequently, but did not recall it.

As for Crum's testimony that at the meeting in Hoffa's office that October night the agreement was gone over and approved by Hoffa, Hoffa asserted: "Nowhere in his testimony did he produce in front of this committee any document that he talks about that we discussed that night, and there was no document that night. We did not discuss a document" (p. 19700).

With reference to the testimony that Goldblatt on October 27 had called Hoffa from Crum's home and that Crum had read to him over the phone the text of the five-point proposition, Hoffa claimed he had no recollection of the conversation.

> The CHAIRMAN. Did you tell him it was OK with you, but you would have to take it up with Ed Williams?
>
> Mr. HOFFA. I don't remember the conversation, but if I did talk to him I would have said that (p. 19703).

Hoffa insisted that he did not remember any discussion at the subsequent meeting in his office that Schmidt would get his fees and then resign as monitor.

> Mr. KENNEDY. Would you say the conversation did not take place?
>
> Mr. HOFFA. I would say I do not recall it and I would say that I made no notes of it because my impression of the whole meeting was—and as you will note, nothing came out of the meeting—was the fact that Crum wanted to collect his money and I wasn't willing to agree to it. Neither was our attorney (pp. 19704–19705).

When asked if he had made the suggestion at the meeting that there should be some determination whether a continuance of the issue then pending before Judge Letts could be secured, Hoffa replied that "any discussion concerning that would have been with our attorney and not with Hoffa."

> Mr. KENNEDY. Was there discussion that evening?
>
> Mr. HOFFA. I don't know if there was or not. I wasn't paying that much attention (p. 19705).

When committee counsel pressed for an answer as to whether there was a decision that Williams would make a request to Monitor Chairman O'Donoghue for the continuance, Hoffa suggested that the committee ask Williams. Hoffa maintained that he did not know if Williams did contact O'Donoghue and did not recall that Williams ever had reported to him that the contact had been made.

When Hoffa persisted in his claim of having no recollection of being called by Goldblatt from Crum's home, he was asked if he had any conversation with Goldblatt earlier that same day.

> Mr. KENNEDY. Isn't it correct that he called you that day and told you he was going to see Bartley Crum that day, that evening?
>
> Mr. HOFFA. I don't even remember talking to him that day, this conversation concerning the document or during the day (p. 19711).

Telephone toll records showing calls from Goldblatt at the Fifth Avenue Hotel in New York to Hoffa at 2:55 p.m. on October 27 and again at 10 a.m. the following morning were introduced. Conceding that the calls might have been made, Hoffa asserted that "I don't know what we talked about" (p. 19712).

Senator Ervin wondered why Goldblatt took the fifth amendment in view of the fact that "as far as you are concerned, the idea originated with somebody else and you were not willing to carry it out, except to leave it up as a legal matter for your counsel."

> Mr. HOFFA. I don't know either. I read his testimony, and I wondered, myself. Unless there was more to it than met the eye.
>
> Senator ERVIN. This is not the first time we have run into this in this investigation.
>
> For example, when we get your vice president, Bert Brennan, up here and ask him about certain transactions, he, I would think, would be a close friend of yours, and would be desirous of corroborating you. Yet instead of corroborating you he pleads the fifth amendment.
>
> Mr. HOFFA. Senator, every man in America is entitled to the fifth amendment, and I will not criticize him for taking the fifth amendment, friend or no friend (p. 19716).

Hoffa testified that Bridges and Goldblatt never had any authority from him or the international union to carry on any negotiations. When asked if the executive board had given such authority, Hoffa replied, "Not to my knowledge" (p. 19719).

Hoffa defended the ILWU-Teamster alliance and, in response to a series of questions, declared that—

> I do not believe there are any unions headed up by Communists in this country, and despite the insinuations that Bridges is a Communist, our U.S. Supreme Court and the laws of this land have not convicted him, as such. I would not favor a Communist heading up a combined transportation organization of the United States or a single organization of the United States, never mind a combination (p. 19720).

When asked about Crum's testimony that Hoffa had stated at the meeting in Hoffa's office that in Teamster elections "every man stands up and has his vote counted and God help him if he votes the wrong way," Hoffa asserted: "I don't recall any such statement. It is not my opinion and it is not my position" (p. 19724).

As to the testimony of Crum that Hoffa had related a threat by Brennan to "spill his guts on Hoffa" if he was indicted or tried, Hoffa

declared he had no recollection of having made any such statement and "I don't believe it" (p. 19734). He refused to deny that he made the statement, contending he had already answered the question.

After considerable discussion about the fact that the ILWU had been thrown out of the CIO in 1950 because it was Communist dominated and that the Teamsters had entertained similar views as late as January of 1957, Hoffa made this statement:

> I don't know if Harry Bridges is a Communist or whether Goldblatt is a Communist. This is not the issue behind the question of transportation unity. The workers have so elected him among the free democratic rights of America and under the Taft-Hartley law, and they have filed for 10 years, according to Goldblatt's testimony, non-Communist affidavits (p. 19737).

Senator Ervin observed that Goldblatt took the fifth amendment when asked if he is a member of the Communist Party and whether the statements he made in the affidavits were true.

> Mr. HOFFA. I assume because there were many implications in the question that could open the door up than your question of signing or not signing it.
>
> Senator ERVIN. If the committee were to put the question to you or myself as to whether we are members of the Communist Party, I think you and I both would vehemently deny we were.
>
> Mr. HOFFA. No question about it.
>
> Senator ERVIN. And we would not take refuge behind the fifth amendment.
>
> Mr. HOFFA. I cannot speak for Goldblatt, sir (p. 19744).

Hoffa was interrogated at length about the views of Capt. William V. Bradley, head of the ILA on the east coast, with regard to the proposed transportation alliance. Hoffa said Bradley asked him to arrange a meeting with the ILWU because the ILA executive board was split on the question of whether or not they should attend a meeting with the west coast Longshoremen. As a neutral third party interested in both organizations, Hoffa called such a meeting for June 22, 1959.

> Mr. KENNEDY. Did he raise a question about not entering into an alliance with the Longshoremen's Union of the west coast because it was Communist dominated?
>
> Mr. HOFFA. He did not raise that particular question; I don't believe he raised that question; he said that some of their members were opposed, and some of their officers were opposed, to the question of entering into a pact with Bridges because of the alleged Communist ties.
>
> Mr. KENNEDY. What did you say?
>
> Mr. HOFFA. I said that they should attend meetings regardless, if they would listen to my suggestion, because whether it is Harry Bridges on the west coast, or Goldblatt, or Bradley and Gleason on the east coast, a strike will affect both coasts (p. 19741).

When Hoffa continued to declare that this meeting was devoted to discussion of contract negotiating strategies employed on both coasts, this precipitated a clash with counsel.

An affidavit was introduced into the record from Captain Bradley which recited that Goldblatt had sought to promote a meeting between the ILWU and ILA leaders and had been rebuffed. In his affidavit Bradley said, however, that he told Goldblatt that if Hoffa arranged for and was present at such a meeting, the ILA officers would attend. Hoffa called the meeting for June 22, 1959, in his office. Bradley's affidavit referred to the fact that during the ILA's last contract with the employers there had been "all kinds of rumors of secret deals with Bridges."

The affidavit concluded:

> Your deponent desired to clear the atmosphere and to clear the decks for clean contract negotiations and wanted no repetition of the rumors that he was entering into any agreements, secret or otherwise, with the ILWU, headed by Harry Bridges.
>
> At the meeting in James Hoffa's office in Washington, D.C., your deponent made it crystal clear to Harry Bridges, in the presence of James R. Hoffa, that he wanted nothing further to do with any pact, arrangement, or alliances with Harry Bridges or his union, the ILWU, while it is controlled or dominated by Harry Bridges. The principal basis for your deponent's opposition to such alliance, pact, or negotiations, is that the ILWU is Communist dominated, and deponent does not feel it is to the best interests of labor or the security of the Nation that such alliances be made with any Communist-dominated union, particularly in the control of such strategic areas as maritime transportation (p. 19743).

Hoffa remarked to counsel for the committee, "You probably drafted it for him. I don't think the captain drafted it."

> Mr. KENNEDY. Is that the best answer, Mr. Hoffa?
> Mr. HOFFA. Yes (p. 19743).

HOFFA-DRANOW RAPPROCHEMENT REVIEWED

The perplexing skein of James R. Hoffa's peculiar financial manipulations, as traced by the committee's investigation over a 3-year period, more frequently than not reflected the shadowy image of a man named Benjamin Dranow.

The basis for the strange affinity between these two even now remains something of a mystery. The committee has never been able to determine whether it developed because Hoffa was intrigued by the obvious, highly developed promotive techniques employed by Dranow or whether the patently close bond between them originated from a more significant source.

The testimony before the committee is clear, however, that Benjamin Dranow descended upon Minneapolis, Minn., from Baltimore, Md., and took over as general manager of the John W. Thomas Department Store. He induced Mr. Hoffa to lend the store $200,000 from Teamster funds at a time when the store was being struck by a

fellow AFL union. Dranow subsequently purchased the store on a shoestring, paying less than $14,000 for the stock, after which Hoffa lent the store an additional $1 million from Teamster welfare funds. Eventually the store wound up in the bankruptcy courts, and Dranow took off with more than $100,000 of the concern's funds, reflected in the books as a "loan."

There is further testimony in the record before the committee that there were close ties between Dranow and Gerald Connelly, a labor thug who had fled from Florida to avoid apprehension for labor violence in a Miami organizing drive. Connelly found refuge in Minneapolis as a Teamster official, but he was indicted and convicted in another such case later in the same year, and in 1956 he was charged with placing dynamite in the homes and automobiles of two other Teamster officials who refused to recognize his picket line. The record also discloses that Connelly arranged for the dynamiting through telephone calls placed from a Miami hotel where he and Dranow were staying under assumed names, and that the hotel bill was paid by the John W. Thomas Department Store. Dranow was also identified in the record as the purchaser of a $500 jacket for Mrs. Hoffa and a $2,500 mink stole for Mrs. Owen Bert Brennan, wife of Hoffa's principal lieutenant in Detroit.

It took the committee almost a year to serve Dranow with a subpena, and he refused to discuss these and other matters, invoking the fifth amendment when called before the committee in 1958.

But the committee staff, patiently pursuing the extraordinary facets of the financial manipulations in which the Teamsters Union and affiliated units were engaged, began to develop new evidence of the intimate rapport between Hoffa and Dranow and their involvement in complex transactions. Dranow eventually was found to be deeply enmeshed in a move to resuscitate the abortive Sun Valley project in Florida. This was the grandiose land scheme from which Hoffa and Owen Bert Brennan, by virtue of an option to purchase 45 percent of the property at original cost, had hoped to realize a windfall profit running into hundreds of thousands of dollars.

The appalling implications of this fiasco, which victimized hundreds of Teamster Union members and officials who were induced to invest in lots at Sun Valley after intensive promotion sponsored and paid for by the Teamsters Union, were covered in earlier reports of the committee, which reviewed the testimony and set forth the committee's findings.

The emergence of Dranow as the moving force in an effort to revive Sun Valley, however, requires a brief restatement of the facts developed in the earlier testimony for the maintenance of a proper perspective.

The Sun Valley project was begun by one Henry Lower, who was a fugitive from a California road gang when he was made a business agent for Teamster Local 376 in Detroit in 1953 and who, since the committee began its investigation of his activities, has been apprehended in two separate States for the unlawful possesion of narcotics.

Through the connivance of Hoffa, who transferred $500,000 of Teamster funds to the Florida National Bank in Orlando, Lower obtained the financing for the project from that institution. It was expressly understood that the deposit would not draw interest and

would remain in the bank as long as there was outstanding indebtedness.

Lower drew approximately $90,000 in salary and expenses from the union while promoting the land scheme, but instead of utilizing the money obtained from the bank for roadways, waterlines, sewers, and the other essentials for such a development, Lower diverted more than $130,000 into a project of his own in the Detroit area. The defalcation propelled Sun Valley into bankruptcy, and the hundreds of individual teamsters owning lots have been left without access to them or information as to their precise location.

From Claude E. Davis, president of the Barnett National Bank of Cocoa, Fla., the committee elicited testimony tending to show that the Sun Valley revival scheme spearheaded by Dranow was following a pattern almost identical with the original.

Davis told the committee that he received a telephone call from Dranow on or about October 8, 1958, proposing that his bank make a loan to Dranow and some of his associates for development of Sun Valley. Davis quoted Dranow as offering a deposit of $1 million in Teamster Union funds upon which no interest would be payable as an inducement for the loan. Davis testified that he rejected the loan on a "hunch" and for the further reason that he needed more in the way of security than the guarantee of the deposit. He said also that he was aware of the existence of the Orlando bank loan. To a question as to the prevailing rate of interest on time deposits, Davis replied that his bank was paying 2½ percent at the time the proposal was made and planned to pay 3 percent as of July 1, 1959.

Committee counsel pointed out in this connection that the original $500,000 deposit in the Orlando bank, which was transferred from Hoffa's own local 299 in Detroit, continues to remain in that institution without interest.

The testimony of S. George Burris, a New York certified public accountant, clearly an uncommunicative witness testifying with discernible reluctance, provided the committee with some illuminating disclosures of Dranow's operating methods.

Burris identified himself as president of the Union Land & Home Co., a Florida corporation, and "stockholder of record" for 75 percent of its capital stock. The other 25 percent, he said, was held by Harold Shapiro, a Miami attorney. But close questioning by counsel and committee members brought to light that Burris was "fronting" for Dranow (although Burris objected violently to the use of the term), that he and Shapiro were merely Dranow's "nominees," and that Dranow was, in fact, the true owner of all of the company's stock.

It was further developed that Union Land & Home's principal asset was all of the capital stock of Sun Valley, Inc. Burris testified that after Union Land & Home was formed, an option was obtained to purchase Lower's interest in Sun Valley, and that he and Dranow subsequently obtained from Hoffa a release of his option to acquire the 45 percent interest in Sun Valley.

Exercise of the option to buy out Lower also had a bizarre twist. Hoffa released his option in a document dated November 25, 1958. The agreement of sale for Lower's interest was executed by Lower and Burris on March 16, 1959, with the sale price fixed at $20,000. However, the agreement specified that $18,000 was to be paid upon

execution of the agreement, with the remaining $2,000 to be paid to the directors of Sun Valley after approval by them of the acceptance of this sum as full settlement for Lower's $134,000 liability to Sun Valley as then reflected in the books of Sun Valley.

On this point, Burris testified that Lower—

> couldn't pay it. He claimed that he didn't owe it and all that sort of business, and that he could account for the moneys, but there was no point in pressing it because he claimed he was broke and didn't have anything.
>
> Mr. KENNEDY. When he said he could account for the moneys, did you ask him to account for them?
>
> Mr. BURRIS. Well, that will come up later on when the Government examines him as to what he did with the money.
>
> * * * * *
>
> The CHAIRMAN. Wouldn't you want him to account to you?
>
> Mr. BURRIS. Well, we said that as purchasers we wouldn't press this obligation; that is all.
>
> * * * * *
>
> The CHAIRMAN. In other words, you didn't determine, you didn't make any effort to actually determine it. You simply took his word?
>
> Mr. BURRIS. There is a statement in here that says he is broke and can't pay anything, and his affidavit.
>
> * * * * *
>
> Mr. KENNEDY. Where did the money come from, the $18,000?
>
> Mr. BURRIS. I don't know.
>
> Mr. KENNEDY. Who paid that?
>
> Mr. BURRIS. When I arrived in Detroit, there was a bank that had a draft ready for us, addressed to me.
>
> Mr. KENNEDY. Didn't Mr. Benjamin Dranow tell you about that draft?
>
> Mr. BURRIS. That is right (pp. 18983–18985).

Further questioning of Burris developed that he was a principal in syndicates that had obtained loans of $735,000 and $1,400,000 from the Central States, Southeast, and Southwest areas pension fund of the Teamsters. Their first loan, in December of 1958, was for a building in Buffalo, Burris said, and the second was for a development in Fullerton, Calif. Burris explained that the second loan was approved by the fund's trustees in the early part of 1959, but the syndictate "didn't take the money yet."

Burris acknowledged that Union Land lent $17,000 on January 26, 1959, to Roy Williams, head of Teamster Local 41 in Kansas City, who is also a trustee of the Central States, Southeast, and Southwest areas pension fund.

Burris admitted that Dranow was aware of the loan applications but answered, "Not that I know of," when asked specifically whether Dranow had interceded with Hoffa to get approval of the applications. He also admitted having lent Dranow money on several occasions since the fall of 1958 and mentioned sums of $22,000 and $25,000,

which he asserted Dranow had paid back. Burris also acknowledged that he had received a fee and expenses of $3,000 from the Teamsters for work his office performed on "pension plans" but maintained he could not remember the names of those with whom he dealt because "I am very poor at remembering" (p. 18988).

After Burris testified, a letter dated February 5, 1959, addressed to all trustees on the screening committee of the Central States, Southeast, and Southwest areas pension fund, was placed in the record. This letter referred to the application and supporting data for the first mortgage loan for the Fullerton development about which Burris had testified.

This was followed by a letter dated the very next day and signed by Hoffa, addressed to Alfred Goldberg, of the law firm of Padway, Goldberg & Previant, in Milwaukee, in which Hoffa stated:

> After going over the material submitted, I would recommend as one member of the screening committee that a subcommittee be set up for further investigation of this project and if it can meet the requirement of the fund where the loan is not in excess of 66 percent, I will vote in behalf of the loan. I would appreciate your taking this up at the meeting on the 9th as my recommendation (p. 18991).

Although the record shows that the agreement of sale between Lower and Union Land was not consummated until March 1959, there was testimony by Irving Blum, a New York real estate developer and accountant, that Burris and Dranow represented to him long before then that Union Land owned the Sun Valley stock. Burris, he said, approached him with a proposition to sell Sun Valley in the early fall of 1958 and held forth the prospect that financing could be obtained from the Teamsters Union.

Blum told of inquiring in Florida as to the possibility of bank financing and of his discovery that this was "a valuable piece of property but it had been mishandled."

> Mr. KENNEDY. In what way?
>
> Mr. BLUM. Nothing had been done to put the property in shape. There were a few houses built there, and a short road of about 2,000 feet. But there was no possibility for the purchasers to get into their property. There was nothing there.
>
> * * * * *
>
> Mr. KENNEDY. What had happened? What did you understand was the explanation for all of this?
>
> Mr. BLUM. It seemed there had been a defalcation. Somebody got away with some of the funds. People had no knowledge of operating a development and it just bogged down.
>
> Senator CURTIS. May I inquire? Was it your understanding that the funds that somebody got away with were principally from the purchase money on these 1,700 lots that they had sold?
>
> Mr. BLUM. As I understand it, yes (p. 18993).

Blum testified that he met Dranow in Florida, that Dranow told him he was the man who was able to purchase the stock "in this bankrupt company," and that he thought that funds for the development

could be available from the Teamsters Union. Blum asserted that negotiations had reached a point where his group had set a price of $150,000 for the stock when it would be turned over with the understanding also that the creditors of Sun Valley would be paid their claims in full, but his group eventually abandoned the deal. Blum also said it had been agreed that if his group took over Sun Valley, Burris was to receive $50,000 over a period of 5 years for doing the accounting for the project.

Blum also described another "arrangement" he had with Burris. Blum and his associates had an option on an apartment house in Buffalo, and Burris represented to him that he would need "roughly 5 percent" to secure financing from the Teamsters. This, Blum said, was to cover "the expenses all around for everything." This deal also failed to materialize.

Additional testimony with respect to the charging of fees and commissions to promote loans from the Teamsters went into the record in the form of an affidavit from Stanton D. Sanson, who is engaged in the construction and land acquisition business in Miami Beach. The affidavit was secured by attorneys Walter R. May and John P. Constandy, of the committee staff. According to the affidavit, Sanson and a group of associates in the latter part of 1957 applied to the Central States, Southeast, and Southwest areas pension fund of the Teamsters for a $5 million loan to finance an apartment house in Miami Beach. Sanson and his group were asked to submit plans for a building half the size of the one originally planned, and the fund would consider a loan for $2,500,000, the affidavit stated. It then related how Sanson met Dranow in Minneapolis in the summer of 1958. Dranow told him that he wanted a 10-percent "commission or finder's fee" for putting through the loan, and there was eventual agreement that Dranow would receive 5 percent. However, because of the unfavorable publicity the Teamsters were getting, Sanson and his associates decided to let the matter go unless the Teamsters decided to grant the loan.

The next move, according to the Sanson affidavit, was an effort by Dranow to get him to purchase and develop Sun Valley.

> Dranow said James Hoffa was very anxious to get the thing cleaned up and would do anything within reason that the person who undertook it wanted. Dranow indicated to me that if we bought Sun Valley, we could depend on very liberal support from the Teamsters. Dranow said they would loan money for the project, including the roads, sewage plant, and houses (p. 18997).

At about the same time, the affidavit continued, Dranow called Sanson by phone and put Hoffa on the wire.

> Mr. Hoffa said he was very anxious to straighten out the Sun Valley situation. He said this is something that is a "must," and asked us to go into it and see how we might straighten it out (p. 18997).

Sanson's affidavit tells of a projection he subsequently made, which concluded with the statement that—

> there is a minimum expense to do the absolutely necessary things to make good the moral obligation, if not the legal

obligation, to the lot owners of the very minimum of $325,000 and this would, undoubtedly, be much higher (pp. 18998–18999).

The affidavit states in conclusion:

I concluded after making my study that the Sun Valley project was hopeless as a development investment as far as we were concerned. I have heard nothing further from either Mr. Dranow or Mr. Hoffa about the Sun Valley matter.

The application for the loan for the proposed apartment project dragged on for some time and was finally refused by the pension fund (p. 18998).

When Henry Lower was summoned to the witness stand, he took the fifth amendment to every question except to identify himself and to furnish his Detroit address.

Mr. KENNEDY. And one of the most significant parts of this, Mr. Chairman, is the fact that Mr. Henry Lower, during this whole operation, turned over $25,000 in cash to Mr. Hoffa, all in a brown paper bag, that was picked up by Mr. Hoffa at Mr. Henry Lower's home. Isn't that correct, Mr. Lower? (p. 19117).

The witness declined to answer.

Mr. KENNEDY. Didn't you tell me that when I visited you out in Detroit in 1957, when Mr. Bellino and I came to your home? You said that Mr. Hoffa wanted $25,000 and you got $25,000 in cash, put it in a brown paper bag, and turned it over to Mr. Hoffa at that time? Isn't that correct, Mr. Lower?

Mr. LOWER. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

* * * * *

The CHAIRMAN. Wouldn't you like, if there was no occasion for any reflection on him, if the transaction or whatever happened was open and aboveboard, wouldn't you like to at least testify to enough to vindicate him?

Mr. LOWER. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me, sir.

* * * * *

Mr. KENNEDY. I want to make sure that the record is complete as far as the money in the paper bag. Mr. Hoffa was asked about this, Mr. Chairman, when he testified, and he admitted receiving the money in the manner that I described, and stated that he considered it a loan from Mr. Henry Lower.

Of course, he was asked at that time to give any evidence of a note or whether he paid any interest. As in the cases of the other moneys in cash that he has received during the years, he never had any evidence in connection with the fact that it was a loan.

The CHAIRMAN. Do you say it was a loan, or do you say it was something else?

Mr. LOWER. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me, sir (pp. 19117–19118).

HOFFA, TRISCARO, DRANOW LINKED TO ARMS DEAL

Nuncio Louis ("Babe") Triscaro is president of Teamsters Local No. 436 in Cleveland, vice president of the Ohio Conference of Teamsters, and an intimate associate of James R. Hoffa. Triscaro also is an alumnus of an Ohio reformatory and has been identified as a member of the infamous Mayfield Road mob in Cleveland, spawning ground for some of the Nation's top criminals.

The committee, therefore, was not particularly surprised when it found Triscaro and Benjamin Dranow linked in 1959 to a weird pattern of transactions involving the purchase of surplus C–74 Globemaster planes from the Government, which culminated in the seizure of one of them as it was poised on a Florida airstrip, ready to take off for the strife-torn Caribbean area with thousands of pounds of contraband arms.

There is also evidence in the record before the committee that its intensive inquiry into the bewildering situation may well have foiled a plan to commit $300,000 in Teamster funds to the financing of a strange transaction.

The genesis of the series of events which was climaxed by the indictment of seven persons on June 4, 1959, in Miami for arms smuggling and bribery of Federal customs officers was sketched for the committee by Earl T. Benjamin, a prominent Cleveland industrialist.

Benjamin testified that a California friend, William Steiner, originally interested him in the purchase of 11 surplus C–74 Globemasters stored at Davis Monthan Air Force Base in Tucson, Ariz. As a result, Akros-Dynamics Corp. was formed on April 17, 1957, for the purpose of purchasing the planes. The Government rejected the initial bid of $1,500,000 but accepted a second bid of $1,581,000, after excluding 27 engines that were part of the original parcel.

The Government, Benjamin said, was paid $500,000 in the summer of 1958, and the corporation received title to four planes and a portion of the parts. Originally, Benjamin asserted, he had expected to obtain some backing from Mike Zappone, a Cleveland restaurateur, but this was not forthcoming, and Alvin Naiman, another Cleveland industrialist, was brought into the deal to help finance it. The contract with the Air Force was amended to provide for payment of $500,000 on August 24, 1958, $200,000 on November 5, 1958, and eight equal monthly installments thereafter of $110,167.75, commencing on December 1, 1958, with interest of one-half percent on the principal balance payable from August 25 with each installment. The agreement further provided for the release of four planes on the payment of $500,000, with the others to be released as payments covering them were made.

Benjamin testified that he and Naiman arranged for financing at the Pan American Bank of Miami, but this too had complications. A company called the Aircraft Instrument Corp. was in default to the bank on a mortgage, and Benjamin agreed to take it over. The bank then lent a total of $1,040,000, of which $500,000 was used to cover the debt of Aircraft Instrument, $500,000 went to the Air Force as the

initial installment on the purchase of the planes, and the balance was used to move one of the planes to the Hamilton Aircraft Co. at Tucson and to insure it for $400,000.

Thereafter, according to Benjamin, unsuccessful efforts were made to sell the planes to sources outside the United States, including the Greek-Ethiopian Airlines, because use of them within the United States was prohibited unless certain certification requirements were fulfilled.

On January 21, 1959, Benjamin testified, an option on two planes was granted to Dominick Bartone and Jack LaRue, president and vice president, respectively, of International Trading Co., Inc. Bartone expected to sell the planes in Cuba for around $400,000 each, and the agreement provided that his company would receive 10 percent. Benjamin declared that it was his understanding that the Cuban Government, which had fallen to Fidel Castro some 3 weeks before, would buy the planes, and that the deal had the approval of the U.S. Department of State. He said he first met Bartone in Naiman's office.

In February, Benjamin continued, Naiman told him there was an opportunity to "make a bailout deal" by selling the whole thing to a group on the west coast which, he understood, was headed by Bartone and LaRue. It was agreed that the officers and directors of Akros-Dynamics would resign and all stock certificates would be delivered to Naiman, upon the condition that the resignations and stock delivery would be voided if the "bailout" deal fell through. From time to time, Benjamin testified, Naiman reported that things were going along all right, but on April 8, 1959, the corporation records of Akros were received by Benjamin via air express from a man named A. W. Weinblatt of Miami Beach. When asked if he knew Benjamin Dranow, Benjamin replied that he had "heard of him" and that Naiman had described him as a banker. Akros-Dynamics, Benjamin said, still owes the Pan American Bank the $1,040,000, plus interest, which runs $140 to $150 a day.

A New York attorney, Herbert R. Burris, supplied some additional pieces for the overall picture when he was summoned to the witness stand. Burris is the son of S. George Burris, the New York accountant who was an associate of Dranow in the Union Land & Home Co. and who testified before the committee that companies in which he had a substantial interest had obtained loans totaling more than $2 million from a Teamster pension fund.

Attorney Burris told the committee that Benjamin Dranow called him from Florida in the middle of February 1959 and asked him to go to Cleveland and see Triscaro about the "merits of a plane proposition" (p. 19041). Burris said he met Naiman at Triscaro's office, reviewed the details with him, and reported back to Dranow by telephone. Then he, Naiman, and Triscaro flew to New York, where they met with S. George Burris. The four then proceeded to Florida to confer with Dranow.

On February 14, Attorney Burris asserted, he executed an agreement on behalf of Dranow whereby Akros-Dynamics was delivered to Dranow, who was given sole discretion "to salvage the basic concept of the purchase of these airplanes and parts and to turn this desperate situation into a profitable one" (p. 19045). If Dranow found that the situation was hopeless, the agreement gave him the right to turn it

back to its original owners. The document specified, however, that Attorney Burris was to act as Dranow's nominee, thus concealing the transfer to Dranow.

Attorney Burris admitted that he at first denied to staff investigators that he knew anything about such an agreement and then, when confronted with it, stated, "I thought it had been destroyed" (p. 19046). He stated that he was reimbursed for his trips to Florida and Cleveland by a $750 check from Dranow, which he received "on account" within a week before his appearance on the stand.

Dranow, who had been under a continuing subpena since his first appearance before the committee in November 1958, at which time he took the fifth amendment, had been ordered to appear again on June 29, 1959. His counsel advised the committee that he had received a telegram that Dranow was in a Miami hospital being treated for "coronary insufficiency." Committee counsel then noted for the record that "this is the second time this has happened as far as Mr. Dranow is concerned, that he has gone to the hospital after he received notification."

With Dranow unavailable, the committee turned to Alvin A. Naiman for additional information about the plane deal. He identified himself as president and principal stockholder of the Alvin A. Naiman Corp. of Cleveland and of Niagara Crushed Stone, Ltd., in Ontario, Canada, with sales offices and facilities in Cleveland.

Naiman corroborated the previous testimony of Earl T. Benjamin concerning the various events that preceded his meeting with Herbert Burris in Triscaro's office on February 11, 1959. He added one interesting bit of information: Dominick Bartone, when he obtained the option on two of the planes on January 21, had suggested that Akros-Dynamics designate one representative to do all necessary negotiating in the future.

As Naiman continued to testify, the committee became aware that he was endeavoring to create the impression that the presence of Triscaro throughout all of the negotiations was merely coincidental. In fact, Naiman testified that Triscaro's trips to Florida were in pursuit of union business and that he also was engaged in a hunt for talent to participate in a program to help retarded children in the Cleveland area. Herbert Burris also had claimed that Triscaro was in Florida trying to interest the former heavyweight champion, Rocky Marciano, in this program.

Sharp questioning of Naiman, supplemented by documentary proof in the shape of Triscaro's own expense accounts, airline and hotel records, obtained by Walter R. May and John P. Constandy, committee attorneys, incontrovertibly established this sequence of events:

(1) Triscaro was at Teamster headquarters in Washington, D.C., on February 10 and flew back to Cleveland to be on hand for the meeting between Naiman and Burris.

(2) Dranow instructed Attorney Burris to go to Cleveland and see Triscaro about the plane deal. Burris met Naiman in Triscaro's office on February 11.

(3) Burris, Naiman, and Triscaro flew to New York that night for further consultations about the plane deal with Burris' father, S. George Burris.

(4) Burris and his father, Naiman, and Triscaro flew to Miami on February 12, where Naiman said Dranow was introduced to him as a "banker."

(5) At 9:14 a.m. on February 13 Triscaro called Hoffa at the latter's unlisted number in Washington.

(6) The agreement transferring Akros-Dynamics to Dranow was drafted and executed on February 14 and provided that Naiman and his associates were to receive 15 percent of any profits arising out of the plane deal.

(7) Naiman and Triscaro flew back to Cleveland on February 15, and the very next day Triscaro made a fast round-trip flight to Teamster headquarters in Washington.

(8) Naiman, Triscaro, Dranow, and Bartone were in Miami and Cuba from February 18 to February 21. Triscaro checked into the Eden Roc Hotel on February 22 and remained there until March 13. During this time he made the following long-distance calls: February 24, to Naiman in Cleveland; February 26, to Roy Williams in Kansas City, a trustee of the Central States pension fund; February 27, to Naiman in Cleveland; February 27 to Gordon Hamilton, president of Hamilton Aircraft Co., in Tucson, where the first C–74 had been put into flying condition; February 28, to Mrs. Benjamin Dranow in Las Vegas; March 2, to Havana; March 3, to S. George Burris in New York; March 10, two calls to Gene San Soucie, also a trustee of the pension fund; and on March 11, to Hoffa in Chicago. On March 4 a check for $700 was issued to Triscaro by local 436 for 2 weeks' "vacation pay."

(9) Naiman, Triscaro, Dranow, and Bartone again were in Miami and Cuba from March 19 to March 22. On this occasion the C–74 had been flown to Cuba from Tucson, arriving on March 21.

(10) Naiman, Triscaro, and Bartone were all registered at the Dupont Plaza Hotel in Miami on March 30. Naiman, Triscaro, and M. K. Lewis, Jr., vice president of the Pan American Bank of Miami, flew to Havana that same day. Their plane was met by Bartone, according to a memo found in Lewis' files at the bank, which also identified Triscaro as representing "a group of investors who are backing Naiman" and described the negotiations as a "bona fide transaction in process for sale of from 4 to 10 C–74's to the Cuban Government."

Although Naiman and Triscaro had specified that the charges for their February stay in Miami were to be billed to Akros-Dynamics, the testimony developed that Triscaro's local 436 had paid the bills for all of the trips taken by Naiman and Triscaro and by Triscaro alone in Naiman's behalf.

Naiman protested vehemently in his testimony that there never was any intention to have anybody but himself foot his bills. He insisted that Triscaro had been reimbursed to the extent of $642 for expenses he had incurred for Naiman. Further interrogation proved beyond any doubt that a bill for $139.75 for the stay of Naiman and Triscaro at the Eden Roc had never been reimbursed. Naiman told the committee he would take care of it.

Additional questioning brought out the fact that Naiman's reimbursement of Triscaro's union came only after the committee staff

had begun its investigation of the plane deal. Naiman was interviewed by Staff Attorneys May and Constandy on June 2. This put both Naiman and Triscaro on notice that the committee knew the union had been paying the travel bills.

After insisting for a long time that he had "just happened" to date the reimbursement check as of June 1, Naiman finally admitted that he did so at Triscaro's suggestion. The record shows further that staff invetigators found the check in the pocket of a union employee the day before the committee's June 30 hearing, that it had not even been deposited as yet, and that the cash receipts ledger of local 436 reflected the reimbursement as having been received on June 27.

The record before the committee showed that Dranow, during the period while Akros-Dynamics was under his control, expended more than $27,000 on behalf of the company, with the largest amount, $10,637, going to the Hamilton Aircraft Co. for getting the C–74 to Cuba on March 21. There was also an item of $4,750 for insurance coverage for the flight.

Naiman testified, however, that when he was in Cuba on March 30 he was told by Triscaro that Dranow was no longer interested in the deal. Naiman professed ignorance of the reason for Dranow's withdrawal and said that immediate steps were taken to regain possession of the corporate records of Akros-Dynamics as soon as the party returned to Miami. Naiman further declared that he had no knowledge of any arrangements Dranow had made with Bartone, but the record is clear that thereafter Triscaro and Bartone were in the forefront of all moves to dispose of the planes. The record before the committee shows Triscaro was in telephone communication as early as February and March with Williams and San Soucie, trustees of Central States pension fund, and with Hoffa on March 11.

Naiman testified that early in April arrangements were made by Triscaro for him to go to Chicago to confer with James C. Downs, chairman of the board of the Real Estate Research Corp., which scrutinized applications for loans received by the Central States fund.

The committee again experienced difficulty with the witness Naiman when he testified that Bartone went along with him to Chicago "just for the ride," and that Triscaro had never told him he was contacting Hoffa to enlist his aid in securing a loan. Naiman also claimed he could not remember having heard Dranow's name mentioned at any time during the conference with Downs, and he maintained that the reason why he applied for the loan was to get money for his stone quarry.

An affidavit from Downs, placed in the record before the committee, fixed April 13 as the date when Bartone and Naiman conferred with him. When they arrived, the affidavit said, they wanted to know if Downs had heard from Hoffa. Downs had not, so he suggested that they return later in the day. The affidavit related that Downs called Hoffa, who stated he had planned to call Downs but had not gotten around to it, and quoted Hoffa as saying the Teamsters were interested in making the loan if it appeared to Downs that it would be a good loan.

According to the Downs affidavit, when Bartone and Naiman returned, Naiman stated he wanted a $300,000 loan "to finance the sale

of some airplanes which had been purchased from the Government" and offered his interest in Niagara Crushed Stone, Ltd., as security.

The affidavit continued:

> Mr. Bartone discussed the planes themselves and the potential sale of them to Cuban buyers and others. Both Mr. Naiman and Mr. Bartone stressed their urgent need for money to finance the project and led me to believe they expected that the loan would be granted immediately.
>
> I recall that Mr. Naiman said they had been in contact with a "Babe" Triscaro in regard to the loan and had been led to believe that the loan would be approved. Mr. Bartone stated that in regard to the loan they had also been in contact with Benjamin Dranow who, Mr. Bartone said, was a person who worked with Mr. Hoffa. Mr. Bartone stated that they had arranged for the loan through Benjamin Dranow, who had assured them it would be granted (p. 19075).

The affidavit stated further that Downs investigated the situation and recommended on April 24 that the screening committee of the fund reject the loan because the security was not sufficient. On or about May 1, the affidavit said, Hoffa called Downs to inquire if there was any basis upon which the loan would be acceptable. Downs set forth the conditions, which included retirement of debts against the company stock and payment of the balance on a loan from an Ontario bank and an agreement by Naiman to subordinate $500,000 owed him by the company.

"It was apparent to me from our telephone conversations that Mr. Hoffa was anxious to have this loan granted," the affidavit declared. "Thereafter, I was surprised to learn from Francis J. Murtha, executive secretary of the pension fund, that the trustees of the fund were being circulated by wire for approval of a loan to Mr. Naiman in the amount of $300,000, subject to our certification of the security of such a loan." Downs thereupon wrote a letter setting forth the same conditions he had outlined to Hoffa.

> The CHAIRMAN. Is there anything in that affidavit that you want to refute or deny?
>
> Mr. NAIMAN. No, sir; I don't think so (p. 19076).

Naiman then admitted that Triscaro arranged for and accompanied him to a meeting with Hoffa at the time the Hoffa-Downs phone conversation took place but repeatedly denied that airplanes were even mentioned in his talks with Hoffa.

Testimony in the record shows that the loan was approved by a majority of the trustees but was rejected on a "legal technicality" in the middle of June, some 3 weeks or more after customs authorities seized the C–74 in Miami, loaded with contraband arms and almost ready for departure. Naiman admitted he had given permission to Bartone to take the plane to Puerto Rico on a "demonstration flight" for some prospective buyers but vigorously denied any connection with the arms plot.

After a brief recess, Naiman asked leave to return briefly to the witness stand.

The CHAIRMAN. I understood you wanted to make some further statement.

Mr. KENNEDY. This is in connection with your visit here when you went to see Mr. Hoffa in connection with this loan. Was there a discussion at that time about the fact that you needed the money in connection with these airplanes?

Mr. NAIMAN. Yes; there was.

* * * * *

Mr. KENNEDY. I will say something for Mr. Naiman. He has grown up with a number of these people that are involved, and he explained to us, and it is reasonable, he does not want to get anybody in any great difficulty. We have had a considerable amount of difficulty on occasion to try to get some of the facts. I think he would like to help us, but I think that that has been a problem (p. 19086).

The committee's next witnesses were Gordon Hamilton and Gerald B. Juliani, president and vice president, respectively, of the Hamilton Aircraft Co. in Tucson, where the initial C–74 was held after delivery by the Air Force. Hamilton testified that there was a flurry of telephone calls from Naiman, Bartone, Dranow, and Triscaro in February and early in March, giving instructions to get the plane ready for a flight to Cuba.

Juliani, who went along on the flight, testified that all four were on hand when the C–74 arrived in Havana and that Bartone seemed to have very close contacts with William Morgan, one of Fidel Castro's chief lieutenants. Morgan's criminal record shows a dishonorable discharge from the U.S. Army after a conviction for robbery in 1948 and two convictions for robbery and escape in 1949. Juliani testified that Morgan told him he had worked for Bartone in Toledo. Juliani also declared that while he was in Cuba there were discussions between him and Bartone about obtaining prices on military equipment for planes, and Bartone was "very interested in all of the various types of military aircraft that are in storage in Tucson" (p. 19090).

Hamilton told the committee that his company had the responsibility for seeing to it that the C–74 was returned to the United States, because it had arranged for departure only on a temporary sojourn. The plane was brought back to Miami after he advised Naiman of this fact. Subsequently, Hamilton said, he was contacted by Bartone about taking the plane for an exhibition flight through South America. The next thing he knew, he asserted, was that Bartone was being held by the customs authorities in Miami.

From Chester A. Emerick, deputy commissioner of customs, who is in charge of the Division of Investigation of the U.S. Bureau of Customs, the committee obtained the details of the intended use of the C–74 in the arms-smuggling plot. A summary of Emerick's testimony follows.

In April Emerick was advised by the supervising customs agent at Miami that a $100,000 bribe was being offered to customs agents there to permit the exportation of $1,250,000 worth of arms and ammunition to the Dominican Republic. The agents were told to contact Augusto Ferrando, consul general for the Dominican Republic at Miami. They did, and received from Ferrando on May 6 a token pay-

ment of $400. The agents had been authorized to proceed with the bribe case after the matter had been cleared with the U.S. attorney at Miami and with the Criminal Division of the Justice Department in Washington.

Between May 6 and May 20 the arms and ammunition arrived in Miami and were stored awaiting shipment. On May 19 Ferrando met with the customs agents again and revealed that there were plans to ship the arms on a banana boat within the next day or so. Ferrando gave them $1,000 and promised another $1,000 as soon as the contraband was put aboard the ship.

On May 21 the agents were notified that plans had been changed and that the shipment was going by air and not by water. Instructions were given to the agents to contact Bartone on the evening of May 21 at room 1103 of the Dupont Plaza Hotel. Bartone told them that he had obtained a ferry permit from the Federal Aviation Agency to fly the plane to Puerto Rico under a condition that no cargo was to be carried, but he had instructed the pilot to feign engine trouble, feather the propeller, and make a forced landing in the Dominican Republic. Bartone then intended to sell the plane to the Dominican Republic. He also wanted to take $65,000 worth of spare parts with him, but a fellow conspirator prevailed upon him to confine the cargo entirely to the contraband arms.

FAA inspectors checked and approved the engines on the C–74 about 10:15 a.m. on May 22, and after they left the arms and ammunition were placed aboard the plane. As soon as the 200,000 rounds of .45-caliber ammunition, 37 M–1 Garand rifles, and 21 machineguns, weighing a total of 14,000 pounds, had been loaded, the customs authorities moved in, seized it, and arrested the persons involved in the violation. Ferrando and Bartone were among the seven indicted by the Federal grand jury at Miami on June 4.

In the ferry permit, which was made a part of the record before the committee, the plane was registered in the name of Akros-Dynamics Corp.

When Bartone was summoned before the committee, his attorney requested that his testimony be deferred until after the indictment against him is disposed of. The attorney pointed out that since the charge was conspiracy, Bartone's testimony about any transaction that conceivably could be considered as an overt act in furtherance of the aims and objectives of the conspiracy would be prejudicial to his defense. The committee agreed not to press for his testimony at this time. Committee counsel developed, however, that Bartone's Miami attorney is Ben Cohen, who does work for the Teamsters Union and had just received a $2 million loan from a Teamster welfare fund.

Triscaro invoked the fifth amendment to all questions when he was called to testify. He declined to answer questions about his $132,000 income in 1957, most of which came from trucking companies operated by members of his family, and most of which were nonunion. He also took the fifth amendment when asked if Teamster Local 436 had paid out $3,879.03 in hotel charges in Miami for him in the first 6 months of 1959.

It was also brought out that Triscaro, on May 28, checked into a room in the Eden Roc Hotel then occupied by Bartone and spent

the night there. This was only 6 days after Bartone's arrest in connection with the seizure of the C–74 and the arms shipment.

Carmine S. Bellino, the committee's accounting consultant, testified as to an investigation of Dranow's bank accounts, which were found in 10 different banks, with four others involving corporate entities. Bellino testified that Dranow deposited a total of $2,944,000 in his individual accounts from 1954 to the present, and that the investigation was still trying to ascertain the source of these moneys.

> The CHAIRMAN. Are you satisfied that you have found all of them yet?
>
> Mr. BELLINO. No, sir. Every day we are coming up with another one (p. 19107).

HOFFA, DRANOW, AND THE TEAMSTER JACKET DEAL

The provocative nuances of the James R. Hoffa-Benjamin Dranow relationship, which seem always to be heightened by Dranow's predilection for the use of Teamster treasuries as a supporting element for his promotional talents, were explored by the committee once more in its 1959 hearings. This time it was a project which saw more than $325,000 poured out of the general fund of two Detroit locals of the Teamsters Union—Hoffa's own local 299 and local 337, controlled by his alter ego, Owen Bert Brennan—for the purchase of some 26,000 jackets for the combined membership of the two locals.

The testimony before the committee established that all of the negotiating was carried on by Dranow, who was cast this time in the role of middleman, and that he realized approximately $75,000 from the transactions in payments that either were labeled as "commissions" or bore the dubious distinction of "loans" that were never repaid.

The testimony also disclosed that the Teamsters Union could have acquired the jackets for more than $50,000 less than the figure ultimately paid for them if Dranow had not been in the picture, and if the two locals had dealt directly with the firm that manufactured most of them. There was also the interesting angle that one-third of the jackets were delivered without any union label and that one supplier was nonunion.

The committee also received evidence that the machinations of Benjamin Dranow contemplated the eventual systematic exploitation of the entire membership of 1,600,000 in the Teamsters International and that the jacket deal was to be followed by similar merchandising schemes involving cuff links with matching tie bar, cigarette lighters, shirts, pants, ladies' bracelets, and other sundry articles suitably displaying the Teamster insignia.

Carmine S. Bellino, the committee's accounting consultant, testified that the Teamsters were billed $341,841.84 for a total of 26,495 jackets, with local 299 paying $197,011.25 for 15,295, and local 337 paying $129,029.25 for 10,055.

Bellino said the unit price was $12.75 and that the prime contractors were Svirsky Clothing Co., New York, which delivered 15,741 jackets; Town & Travel Casuals, Inc., New York, 5,670; United Garment Co., Minneapolis, 1,789; and Union Local Supply Co., New York, 3,295. The last named was a nonunion shop. Between 8,000

and 9,000 garments were delivered without union labels, Bellino said. Svirsky subcontracted to Grand Sportswear Co., Linden, N.J., and Union Local Supply used the same subcontractor after the Svirsky concern went into liquidation in July 1958, at which time Union Local Supply became successor as prime contractor.

Bellino declared that Svirsky issued checks directly to Dranow for $2,000 for "commissions" and paid an additional $4,000 in commissions to Banner Mercantile & Supply Corp., a company formed by Dranow and Simon Cohen, who is also president of Town & Travel Casuals.

Cohen, when he took the stand, identified himself also as owner of Bon Bon Pillows. He said he knew Dranow for a number of years and did business with him when he was operating the John W. Thomas Department Store in Minneapolis. Early in 1958, Cohen said, Dranow approached him and said he could arrange to get orders for "many thousands" of Teamster jackets if he was paid a 5 percent commission (p. 19005). Cohen quoted a figure of $13.75 per jacket and, when Dranow said he couldn't get more than $12.75, Cohen told him he couldn't afford to pay any commission, to which Dranow replied, "All right" (p. 19006).

> Mr. KENNEDY. Did you understand how he was able to make the award of the contract to you?
> Mr. COHEN. I have no idea (p. 19007).

Cohen then revealed that in June he obtained an option to buy Thomas Department Store stock from Dranow for $50,000. Cohen said he exercised the option in November, but the stock was never delivered to him because it was being held in escrow by the Teamsters Union as collateral on its mortgage. Cohen acknowledged that he made a series of "loans" to Dranow in 1958, which by the time he exercised the stock option amounted to $56,000, or $6,000 more than the $50,000 he had agreed to pay for the stock. These loans were set off against the purchase price, Cohen declared.

Cohen testified further that after acquiring the stock it was his intention to buy the real estate and then lease to an operating company. He found out, however, that this was not possible and that an additional $1 million would be needed, so he decided to take his loss and get out by selling the stock for $1 in January 1959.

Cohen was asked about a $5,000 check that went from local 299 of the Teamsters to Bon Bon Pillows in January 1958, followed by a check for $3,500 from Bon Bon Pillows to Dranow on the same day. Cohen said this was one of the loans.

Cohen identified a check for $25,000, dated May 5, 1958, as his investment in the Banner Mercantile & Supply Co.

> Mr. KENNEDY. What was Mr. Benjamin Dranow putting in the company?
> Mr. COHEN. He wasn't going to put any money, and he was going to put his son in there to manufacture (p. 19014).

But, Cohen said, when he found that Dranow was not proceeding with the development of the business of manufacturing the various items with Teamster insignia, he dissolved the business and told Dranow the $25,000 was being applied against the purchase price of the department store stock.

Bellino testified that the Banner Co. records showed total bank deposits of $51,432.20, of which some $35,000 came out and went to Dranow.

Sol Marks, a New York manufacturer and jobber of emblems and novelties, testified he first got into the jacket deal when Svirsky Clothing asked for a sample of the Teamster emblem that was to go on the jackets. He said he delivered approximately 12,000 of them at approximately 50 cents each and that the manufacturing cost ran from 22 to 25 cents.

When Svirsky Clothing got into financial difficulties in the summer of 1958, Marks said, he and Seymour Svirsky and Larry Goldstein formed the Union Local Supply Co. because "we felt it would be a good spot for us to stay in business, making jackets, emblems, et cetera" (p. 19017). The only investment, he added, was the purchase of merchandise. Although he talked to Benjamin Dranow several times, Marks insisted he had no understanding as to the number of jackets the company would make, but he remarked that "I thought everybody could use a jacket."

> Mr. KENNEDY. Everybody in the Teamsters Union?
> Mr. MARKS. I think so (p. 19018).

Marks asserted that the company hired Nat Gordon as a salesman at $200 a week because "he told me he was familiar with union people and that he sold industrials and that he could sell merchandise for us" (p. 19018). Marks said he did not check Gordon's references and did not know that he was an associate of the notorious Johnny Dioguardi, that he had been a witness before this committee in the New York "paper locals" hearings in 1957, and that he was a brother of Abe Gordon, an official of Local 805 of the Teamsters Union in New York.

> Mr. MARKS. He said he had contacts in the unions and could sell.
> Mr. KENNEDY. Who were his contacts?
> Mr. MARKS. I don't know.
> Mr. KENNEDY. You just don't put somebody on at $200 a week.
> Mr. MARKS. We didn't keep him on. We let him go (p. 19020).

Marks identified an invoice dated January 2, 1959, made out to local 299 in the amount of $27,500, covering 1,000 men's and 1,000 women's jackets. He said that the invoice predated actual delivery and that the union was subsequently billed as the jackets were sent out. He also said the company had an order for 150 jackets from local 107 in Philadelphia.

Nat Gordon, just as he had previously done in 1957, took the fifth amendment when summoned to testify before the committee at this point. The record shows that his employment prior to affiliation with Union Local Supply was by the Gordon Liquor Store and as secretary-treasurer of Local 651 of the Teamsters Union. Local 651 was one of the paper locals with no membership which were involved in the Hoffa-supported move to install John O'Rourke as president of Joint Council 16 in New York in 1956, with the aid of Johnny Dio and other New York hoodlums.

Marks, resuming his testimony, said he subsequently turned Union Local Supply over to Nat Gordon and that Gordon was operating under the name of Union Local Sales Co.

> Mr. KENNEDY. Why did you turn the company over to Mr. Gordon?
>
> Mr. MARKS. There was nothing there; it wasn't making anything (pp. 19024–19025).

Marks declared that he did not remember any discussion with anybody about the question of union labels to go into the jackets.

> Mr. MARKS. I was told that we couldn't get it and it made no difference to me whether we did or not.
>
> Mr. KENNEDY. Did you mention the fact you were friendly with Abe Gordon, or Abe Gordon might be able to get the labels?
>
> Mr. MARKS. Never (p. 19025).

Flat contradiction of Marks' testimony on this point came when Philip Pitell, head of the Grand Sportswear Co., took the stand. Grand Sportswear had been the subcontractor manufacturing the jackets for both Svirsky and Union Local Supply. Pitell quoted Seymour Svirsky as having told him at the outset that the figures on total output "would be terrific, and we would have work for years." Svirsky, he said, first mentioned a figure of 80,000 and then said "there is no limit to how far we could go." Later, Pitell declared, there was the intimation that there was to be a jacket for "every member of the Teamsters Union" (p. 19027).

Pitell said his inital labor cost was $2.22, which was subsequently increased to $2.47. When Svirsky Clothing went out of business, he began manufacturing for Union Local Supply. The labor cost for the women's Teamster jackets, Pitell asserted, was $3.10 to $3.25, and he made approximately 2,000 men's jackets and 1,000 ladies' jackets for Union Local Supply.

Pitell testified that in 1958, when the subcontract was first made with him, he could have made the jackets for $10.50.

> Mr. KENNEDY. Were you ever contacted to place a bid other than the contract through these people?
>
> Mr. PITELL. No, sir.
>
> * * * * *
>
> Mr. KENNEDY. Now, Mr. Bellino, if the Teamsters had obtained the jackets directly from Mr. Pitell, instead of through Benjamin Dranow, how much would that have saved the Teamsters?
>
> Mr. BELLINO. They could have saved approximately $52,000.
>
> Mr. KENNEDY. So $52,000 of the Teamsters Union funds were used needlessly in this case. There is no information, is there, that bids went out generally to companies to find out how much they would make these jackets for?
>
> Mr. BELLINO. No.
>
> Mr. KENNEDY. It just went through Benjamin Dranow, and he in turn, awarded the contract?
>
> Mr. BELLINO. That is correct (pp. 19028–19029).

Pitell, resuming his testimony, stated that when he was making the jackets for Svirsky, the union labels were supplied and put in. Later, when he was making them for Union Local Supply, Sol Marks asked him to go over to the union office and purchase labels, Pitell said. The union, he added, refused to give them to him and said it was the jobber's duty to apply for them. Pitell reported this back to Marks.

> Mr. KENNEDY. What did he say?
> Mr. PITELL. He said, "You go back there again and tell them to see Abe Gordon" (p. 19029).

Pitell said he went back and the union representative told him, "Phil, I don't want to have nothing to do with this * * * I don't want to have no trouble with no Abe Gordon or anybody" (p. 19030). Pitell testified he didn't get any labels.

Some time later, Pitell asserted, Nat Gordon came to him and said, "Phil, there is no more Union Local Supply. From now on it is Union Sales."

> Mr. KENNEDY. Who owned Union Sales?
> Mr. PITELL. The checks were signed by Nat Gordon.
>
> * * * * *
>
> Mr. KENNEDY. He took over, evidently, Union Sales?
> Mr. PITELL. What the deal was, I wouldn't know (p. 19030).

Samuel and Seymour Svirsky testified together. Seymour told the committee that the deal with Dranow called for a 5-percent commission and he was paid a total of $17,100 and repaid a loan of $3,000. Seymour Svirsky stated that Dranow was an absolute stranger to him, and he had no idea how Dranow was able to obtain this kind of an arrangement from the Teamsters Union. Included among the checks evidencing commissions to Dranow was one for $3,450, which Seymour Svirsky said he deposited in his own account to meet a note of Dranow's.

Also placed in the record were other documents demonstrating that Dranow frequently resorted to manipulations to conceal the true nature of transactions. Accountant Bellino testified to one such transaction in which a check for $6,000 was issued on March 31, 1958, by Town & Travel Casuals, Inc., to Sidney Schuster, son-in-law of Simon Cohen. Schuster deposited this check in his own account and issued a check direct to Dranow for $1,000 and a second check for $2,500 payable to S. & S. Diamond Furs. The latter, in turn, issued a check to the Bankers Trust Co. which then wired Dranow the sum of $2,500.

Seymour Svirsky testified that when he received orders from Dranow he got confirmation from the union. He also acknowledged that at Dranow's request he sent a $150 money order to a Ruby Ortendahl in Las Vegas, but he denied that he ever supplied any funds to Bernard Spindel, who was a codefendant of Hoffa's in the New York wiretapping trial.

Accountant Bellino computed the total that Dranow received from the jacket deal, either in the guise of "commissions," or "loans," as $74,170.22 from the Simon Cohen-owned companies and Svirsky Clothing combined (pp. 19108–19109).

Dranow finally appeared before the committee on July 6, 1959. Like so many other associates of Hoffa, he was uncooperative and would tell the committee only his name and address, invoking the fifth amendment to all other questions. He was given every opportunity to explain his participation in the Sun Valley, airplane, and jacket deals but pleaded possible self-incrimination.

> Mr. KENNEDY. Why would Mr. Hoffa go through all these financial dealings with you, Mr. Dranow?
>
> Mr. DRANOW. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.
>
> Mr. KENNEDY. Wouldn't he be interested in protecting the union membership by dealing with somebody who was not found to be dishonest in connection with these financial deals?
>
> Mr. DRANOW. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (p. 19272).

HOFFA SUPPORTERS PAID FOR LABOR PEACE

Three Teamster officials who avidly support James R. Hoffa in his reign as general president of the International Brotherhood of Teamsters are Theodore R. Cozza, president of local 211 in Pittsburgh; Harold Gross, head of local 320 in Miami; and Joseph Prebenda, secretary-treasurer of local 372 in Hoffa's home city of Dertoit. Testimony adduced before the committee shows conclusively that there is a common denominator applicable to all three: a demonstrated ability to spend lengthy periods of time on publishing company payrolls without performing any duties commensurate with the salaries paid to them. Employer representatives in all three cases reluctantly admitted that the long tenure of these Hoffa adherents on company payrolls was for the purpose of insuring labor peace.

The record shows that Cozza, speaking at a testimonial dinner in his honor in Pittsburgh on November 3, 1958, at which Hoffa was also a guest, praised Hoffa as a "leader among leaders, giant among giants, who has emerged straight, pure, and clean." The quotation appears to have been a reference to Hoffa's appearance before the committee.

Cozza himself chose to join the long parade of fifth amendment witnesses when summoned before the committee. His qualifications as an expert on "purity and cleanliness" were dissipated by testimony that established his criminal record of eight arrests and four convictions.

Prebenda, by his own admission, was one of many Teamster officials in Detroit who made cash loans to Hoffa. The $2,000 he turned over to Hoffa in 1953 has never been repaid, and he advised the committee he had no intentions of asking for it back "until I need it."

As for Gross, the committee already had received the evidence that this former member of Murder, Inc., in New York, who took over control of local 320 in Miami in October 1958, was supporting himself and a red Thunderbird on a $3,000 monthly subsidy from Teamster headquarters in Washington. This sum supplemented his regular salary check from the Neo-Gravure Co. in New Jersey, where he had long since ceased to be a functioning supervisor of the shipping department.

William Poch, business manager of the Pittsburgh Sun-Telegraph, and Pierre E. G. Salinger, a committee investigator, described to the committee the essence of an arrangement whereby Cozza drew a salary and a maximum amount of overtime from that newspaper even while he was a patient in a hospital, vacationing in Miami, or engaged in Teamster business at points far removed from Pittsburgh. Poch said he moved from a job as chief accountant of the New York Journal American to his post as business manager in Pittsburgh early in 1951. He arrived after the settlement of a 7-week strike of Pittsburgh newspapers and eventually became aware of the practice that called for Cozza to be paid the salary equivalent to a truckdriver, plus overtime equivalent to the highest paid to any of the other drivers on the payroll. According to Poch's testimony, Cozza did "very little" work, "to my knowledge," but also was supplied with an office (p. 18792).

> Mr. KENNEDY. What was the reason that the Sun-Telegraph paid him these moneys, if he did no work for them?
>
> Mr. POCH. Well, to my honest belief, I believe it was for fear of disturbing the labor relations of the company.
>
> * * * * *
>
> The CHAIRMAN. It had been pretty well impressed upon you that you could have labor trouble, then.
>
> Mr. POCH. Yes, sir (pp. 18792–18793).

Investigator Salinger testified that Cozza in 1957 was paid for 364 regular shifts, 14 extra shifts, 28 vacation shifts, and 3 holiday shifts, the greatest number credited to any driver for the newspaper that year. Each week Cozza received the equivalent of the highest pay received by any driver. The dollar total was $8,858.63. The contract calls for 7 days of 8 hours each, or 56 hours a week.

Salinger explained that in 1953 the Sun-Telegraph instituted a system calling for driver ownership of trucks, for which the paper then paid a rental. Cozza, he said, rented his truck to the Sun-Telegraph, but it was driven by a substitute driver who was on the company payroll. From January 1, 1950, to May 15, 1959, Cozza was paid $75,925.05 in salary, and from the middle of 1953 to 1959 he received $24,279.57 in truck rentals.

Poch declined to estimate just how much work Cozza might have performed for the newspaper but did declare that if salary was based upon actual labor performed, "it would be substantially less than what was paid" (p. 18796).

> The CHAIRMAN. Now, then, what made up the difference of the substantial amount? What was that substantial difference paid for?
>
> Mr. POCH. I would say it was continued for fear of disturbing our labor relations and labor peace.
>
> * * * * *
>
> The CHAIRMAN. What other term could you use to better describe it than "labor peace"? Can you think of a better term?
>
> Mr. POCH. I know of none offhand, Senator (p. 18796).

Salinger testified that in addition to having an office, Cozza also was supplied with a telephone. The newspaper paid a total of $1,022.56 for his local calls from July of 1955 to May of 1959, but Cozza paid for his own long-distance calls, which in some months ran as high as 700 or 800. In the files of the newspaper, Salinger stated, he found complaints that Cozza was using the office to operate a numbers racket. Salinger also put in Cozza's police record which showed a conviction in 1941 for operating a lottery, a conviction in 1935 for carrying firearms, another conviction in the same year for entering a building to steal, and a conviction in 1936 for obstructing justice.

Salinger also introduced an affidavit obtained from H. A. Baring, manager of the Auto Rental Co. in Pittsburgh, which asserted his company had paid "about 5 percent of gross revenue," a total of $21,670, from 1948 to 1958 to Cozza for supervising drivers and controlling the loads on company trucks that were rented to the Sun-Telegraph on Saturday nights. The extra drivers who operated these Saturday night trucks, Salinger testified, were all nonunion.

Poch supplied some additional experiences with Cozza for the committee's benefit. He said he once questioned the propriety of paying Cozza overtime during a period when Cozza was in the hospital, and the overtime was eliminated. Subsequently it was reinstated when Cozza demanded it (p. 18798).

Early in 1959, Poch went on, the newspaper imported an expert named Lees from New York to improve circulation department operations. Lees made inquiries on one occasion as to "where certain individuals were," including Cozza, and when Cozza learned about it, Poch declared, he ordered Lees off the platform and told him to get out of town. There was a second occasion when Cozza warned Lees that if he did not get out of town, he would be "cut down to size." Cozza was then warned, Poch said, that he would be fired if there was any further trouble. Trouble soon erupted, Poch continued, after Pinkerton detectives were brought in to protect Lees. Cozza and some of his associates disarmed the detectives, the police were called, and charges were preferred against the detectives for being armed without a license. Cozza then was fired.

Overtures for Cozza's reinstatement then came from Norman Kegel of Teamsters Joint Council 40, Harry Tevis, international vice president, and Joseph Prebenda, secretary-treasurer of Detroit Local 372. Poch said it was agreed to restore Cozza to his job with the understanding that he would not interfere again with any representative of management, "that there would be no more private office for him, no more private telephone," and that Cozza would refrain from any more "vile, blasphemous, profane, or obscene speech" (p. 18801).

Poch testified that Cozza then went on vacation, and a driver, Joseph Donnelly, took over as steward and promptly refused to drive his truck. He was fired. Three or 4 days after that, on May 23, 1959, Poch declared, local 211 struck all of the Pittsburgh newspapers. The strike terminated on May 25 with reinstatement of Donnelly on condition that he continue to drive the truck. There was an additional condition that Cozza, who was still on vacation, would not be returned to the payroll.

Salinger testified that Cozza, although he allegedly worked shifts in excess of one shift per day in every day of 1957, actually was travel-

ing extensively to Washington, Baltimore, Los Angeles, Chicago, and Miami. From January 1, 1950, to May of 1959, Salinger stated, Cozza drew salary and expenses totaling $68,056.40 from local 211. In 1955 Cozza received $3,000 from the local to make a trip to Europe which Cozza contended was a gift. The Internal Revenue Service said "No," and the union paid $521.79, the amount of additional tax assessed by reason of the $3,000 being classified as income. In 1959, Salinger testified, the union paid in excess of $7,000 for a new Cadillac for Cozza. In 1957, when Cozza drew $450 from the local for 18 days in Miami at $25 a day, he was carried on the Sun-Telegraph payroll for the entire 18 days.

Like so many others in the Teamsters Union who preceded him, Cozza took the fifth amendment and would tell the committee only his name and address.

> Mr. KENNEDY. * * * Could you tell the committee if Mr. Hoffa has taken any steps to remove you from your position as president of local 211 since our hearings back in August of 1958?
>
> Mr. COZZA. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.
>
> The CHAIRMAN. Are you still president of that local?
>
> Mr. COZZA. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (p. 18808).

Gross was summoned to testify after Cozza left the witness stand. He was equally uncommunicative. Just as Cozza had done before him, Gross too gave only his name and address and invoked the fifth amendment for all succeeding questions.

> Mr. KENNEDY. Mr. Chairman, we have had testimony in connection with Mr. Gross already, that he was arrested and convicted of grand larceny, and the possession of burglar tools in 1937. In 1942 he was convicted of extortion and sentenced to an indefinite term in the New York City Penitentiary. He was paroled on May 1, 1945. We had testimony that he was a member of Murder, Inc., and that he was working for a Teamster local that was set up by Murder, Inc. We had testimony that he was placed on the payroll of the Neo-Gravure Co. in 1945 to bring labor peace, and he and associates of his received some $307,000 in a period of approximately 14 years; that in addition to that, that they received some $45,000 from two newspapers in New York City, Mr. Gross and Mr. Connie Noonan received some $45,000 from two newspapers in New York City for the purpose of insuring deliveries during the period when there was a strike in existence.
>
> We had testimony that, despite this record, in October of 1958 Mr. Gross was made a Teamster Union official; at the same time he was on the payroll of the Neo-Gravure Co., he was made a Teamster Union official of local 320 in Miami, Fla.
>
> Mr. Gross, we would like to ask, in view of the testimony before this committee and the documents that have been

presented to the committee, has any action been taken to remove you from your position as president of local 320?

Mr. GROSS. I respectfully decline to answer because I honestly believe my answer may tend to incriminate me (pp. 18813–18814).

* * * * *

Senator KENNEDY. I would like to ask counsel if Mr. Hoffa is aware of the payments that were being made? Was he familiar with Mr. Gross? Did Mr. Gross have any contact with him?

Mr. KENNEDY. He was placed in charge of this local which, as I say, had only 32 members, in October 1958, and subsequently, in November of 1958, checks coming out of the International Union, started by financing this local at $3,000 a month, and Mr. Gross' salary was paid out of that local.

Mr. Gross also went around to certain filling stations and certain employers in Miami and asked them to invest in his union. He told them that if they invested in his union some $7,000; if they made that investment, they could get tremendous returns in the future; that this was a business he was running and that he had the financial backing of Mr. Hoffa; and that this would be a very good investment for employers.

Senator KENNEDY. Did some employers make that investment?

Mr. KENNEDY. Yes; Barney Baker was down there helping him organize.

Senator KENNEDY. When was that?

Mr. KENNEDY. This year.

Senator KENNEDY. And he also received some $3,000 a month from the International?

Mr. KENNEDY. Yes, and the red Thunderbird, and the son received his automobile and expenses.

Senator KENNEDY. How was he made the head of the local?

Mr. KENNEDY. It stated in the minutes that there was an election. He had not been associated with that local. At that time he was an employee of the Neo-Gravure in New Jersey. He made the statement at that time that he was going up to Washington, D.C., and he expected to get a local from Owen Bert Brennan. He came back to Miami, Fla., and became head of this local. He made the statement publicly in Miami that he expected to get the local and that he was going to Washington, D.C., to visit Owen Bert Brennan. He visited him, evidently; he got the local, anyway.

Senator KENNEDY. Mr. Brennan was vice president at that time?

Mr. KENNEDY. Yes (pp. 18815–18816).

(Payoffs to Gross and Noonan by the Neo-Gravure Co. and certain New York newspapers are treated in detail in a separate section of this report.)

In its inquiry into conditions at the Detroit Times, the committee found that the situation was almost identical to the one that prevailed

at the Pittsburgh Sun-Telegraph. The variations were only in some details; the pattern was the same.

Business Manager Charles R. Obermyer testified that more than 400 Times employees were members of Teamster Local 372, of which Joseph Prebenda was secretary-treasurer. Prebenda was also on the payroll of the newspaper.

> Mr. KENNEDY. And is it correct that over the period of the last 5 years, Mr. Prebenda has done less work for the newspaper?
>
> Mr. OBERMYER. Yes.
>
> Mr. KENNEDY. And is it correct that over the period of the last 3 years, Mr. Prebenda has done no work that you know of?
>
> Mr. OBERMYER. Well, I wouldn't say "no work." I believe that on Saturday nights when he is around, he pulls his route on Saturday night.
>
> Mr. KENNEDY. Does he continue to draw the full-time salary, however?
>
> Mr. OBERMYER. That is correct (p. 18887).

Obermyer testified that Detroit had the same system as Pittsburgh, whereby the driver furnished his own truck and the newspaper paid for the use of the equipment. In addition the paper furnished each driver with a "jumper," whose duty it was to run the papers from the truck to stores, corners, and stands. The driver was responsible for sales, collections, and deliveries. In Prebenda's case, his brother was the "jumper."

> Mr. KENNEDY. You say that Mr. Prebenda is receiving the salary for full-time work although he shows up just on occasion on Saturday evening. Could you tell the committee why it is that the newspaper continues to pay him?
>
> Mr. OBERMYER. Well, the main reason is that we want to avoid any trouble. In addition to that, Mr. Prebenda's route is being handled by the jumper, and the delivery and service is satisfactory, and, from the standpoint of cost, it results in the same cost to us even under those circumstances.
>
> Mr. KENNEDY. Could anybody else, however, have just one individual handle the driving of the truck and the jumping? If you had just this one individual, would you still pay for two individuals in any other case?
>
> Mr. OBERMYER. I doubt it very much.
>
> Mr. KENNEDY. So the only reason it is done in this case is that he is an officer of the union?
>
> Mr. OBERMYER. Well, it has been done, and it has been permitted to continue.
>
> Mr. KENNEDY. Is that because he is an officer of the union?
>
> Mr. OBERMYER. Well, I would assume so. I would say so; yes.
>
> * * * * *
>
> The CHAIRMAN. In other words, it is the better part of discretion, from your viewpoint, to let it continue?
>
> Mr. OBERMYER. That is correct.

The CHAIRMAN. In other words, you feel that you might precipitate some difficulties that you could otherwise avoid?

Mr. OBERMYER. You are absolutely right.

The CHAIRMAN. So to that extent it is in some measure a shakedown; is it not?

Mr. OBERMYER. Well, I don't know whether you could construe it as such or not. He works, as I say, occasionally.

The CHAIRMAN. Can you construe it as anything else?

Mr. OBERMYER. I don't think so.

The CHAIRMAN. I don't either.

Mr. KENNEDY. Do you think it is a proper payment?

Mr. OBERMYER. Absolutely not (pp. 18888–18889).

Obermyer declared that he had ordered further payments to Prebenda discontinued "unless he works for them. He has to work in order to collect any money."

Senator ERVIN. Your evidence indicates to me that the press in the United States is not quite as free as it is supposed to be.

Mr. OBERMYER. Well, of course, you are talking about a slightly different aspect, I presume, of the newspaper business when you say that (p. 18889).

Prebenda's appearance on the witness stand furnished at least a change from the steady diet of fifth amendment witnesses. He had been secretary-treasurer of local 372 since 1938, and interrogation revealed that his salary and expenses had been raised from $175 a week to $270 a week just 12 days earlier, retroactive to January 1, 1959. Although there are approximately 1,250 members in the local, the pay raise was voted, 87 to 67.

An employee of the Detroit Times for more than 35 years, Prebenda defended his position on the ground that the arrangement with the newspaper was in the nature of a contract, that the management was satisfied with the results, and there had never been a reprimand in all the time he worked for the company. While he admitted that he did not do much driving, Prebenda insisted that he handled much of the detail work incidental to sales and collections and was concerned with all problems in his "territory," which turned out to consist principally of deliveries to the Rouge plant of the Ford Motor Co. When pressed to name anybody else who enjoyed the same arrangement of having only one person on a truck but two persons drawing salaries for its operation, Prebenda was compelled to admit that he could not name one.

Mr. KENNEDY. * * * What happened in your case was that the company paid to a fictitious figure, a figure that never showed up, a ghost figure, which was you, the driver's salary, and continued to pay the jumper's salary, even though he drove.

Mr. PREBENDA. That is exactly right.

Mr. KENNEDY. All right. So that you were on the payroll and did no work, although you received the driver's salary.

Mr. PREBENDA. I disagree with that statement. I say I do work every day (p. 18903).

Prebenda admitted that he continued to draw salary while in Washington attending the trial of Hoffa for a month and also while sojourning in Florida for several weeks. He also admitted finally that he drove the truck only on Saturday nights, just as Obermyer had testified, but continued to assert that he made the rounds of his territory daily, either in his own car or in the union Cadillac or "on foot," to check on deliveries and sales. He also claimed that he saw to it that his brother was properly compensated for working alone.

Prebenda also conceded that the mailed notice of the general membership meeting at which his salary was raised on June 14, 1959, did not advise the members that the salary raise was on the agenda. He acknowledged that his daughter had been given a job as a filing clerk at the Times 2 weeks before his appearance in the witness chair, and that one of his three lawyer sons had been employed as counsel for the pension plan after he intervened with the board of administration. He also admitted having intervened with the board to channel investment purchases on behalf of the fund through Aaron Ellwood, a Teamster member of long standing who has worked for the Detroit Free Press for 40 years.

Prebenda also admitted having loaned Hoffa $2,000 in cash in 1953, but he claimed he did not remember whether he obtained the money from a bank account or through the sale of some stock or bonds.

> Senator KENNEDY. Did you ever ask him to repay it?
> Mr. PREBENDA. Did I ever ask him? No.
> Senator KENNEDY. Do you expect to?
> Mr. PREBENDA. Yes; when I need it.
>
> * * * * *
>
> Senator KENNEDY. It is an interesting fact that a number of business agents and others who hold positions of responsibility all come in with the same story about giving Mr. Hoffa cash without interest. In some cases they said they were repaid, and in some cases they were not.
>
> All of them—$2,000 is a lot of money to have around in cash. This was the explanation Mr. Hoffa gave for having a large amount of cash on hand without being able to tell us where he received it.
>
> Mr. PREBENDA. Senator, I have never had a savings account since my father lost the money in the bank. That is a matter of record. Since the crash. In a commercial account; yes, Senator (pp. 18901–18902).

Irwin Langenbacher, an assistant counsel to the committee, testified that the newspaper's records reflected payment to Prebenda of $36,002.77 in wages and $12,701.08 in truck rentals over a period of the last 5 years. For the 5 years prior to January 1, 1959, the union paid Prebenda a total of $48,240 in salary or expenses, or a yearly average of $9,648. With the raise voted on June 14, retroactive to January 1, his yearly remuneration from the local will be approximately $14,094, Langenbacher stated.

LOCAL 805 TIED TO NARCOTICS, HOODLUMS

Earlier reports of the committee emphasized the extent of the alliance between James R. Hoffa and the notorious New York racket

figure, John Dioguardi, alias Johnny Dio. Running parallel to the Hoffa-Dio relationship has been a longtime friendship and association of Dio with Abraham Gordon, an officer of Teamster Local 805 in New York.

In recent years Gordon has gravitated into the Hoffa inner circle. Testimony before the committee rates him as one of Hoffa's principal advisers and a recognized confidant. When Hoffa was before the committee in 1958, Gordon was established for 3 days in the Teamsters' headquarters a few blocks from the Capitol. During Hoffa's two trials in New York, Gordon was almost constantly at his side. When Hoffa was trying to get the "paper local" delegates seated in Joint Council 16 in 1956 to insure the election of Hoffa's crony, John O'Rourke, the testimony shows that Gordon and Dio were in the forefront of this activity.

The case of Abe Gordon is one of curious transformation from trucking company operator to union leader. Gordon does not have a criminal record himself, but his business associates have been men with criminal records, principally for violating the narcotics laws. His employees in the trucking business have been preponderantly men with criminal records, some of them arising out of the drug traffic, and the roster of local 805's officers includes men with criminal records. Gordon is an unsalaried vice president of local 805, but the evidence is clear that he dominates it. He reaps his financial harvest from his position as administrator of the local's welfare fund.

The secretary-treasurer of local 805 is Milton Holt, who does have a criminal record and who, among other things, is a confessed perjurer. One of the union's trustees, Henry De Roma, has convictions for murder and trafficking in narcotics.

Despite the obvious eminence of Gordon in Teamster affairs, the record before the committee shows that local 805 shunned the use of union labor in developing a summer camp in the Catskill Mountains that had been purchased by the welfare fund from Edward Robbins, who turned out to be a cousin of Gordon. The testimony adduced by the committee established further that the welfare fund paid a grossly inflated price for the land. Not only was Gordon callously indifferent to the requests of the recognized union authorities in the area that union members be employed on the camp project, but the record before the committee also disclosed that the Gordon Trucking Co. did not have a contract with the Teamsters since 1946, and that the company's employees were drawing from $3 to $5 a week less than the prevailing union scale.

With testimony already in the record that the local 805 welfare fund paid $85,000 for the summer camp property at Wurtsboro, N.Y., Joseph P. Lloyd, chairman of the board of assessors of the town of Mamakating, testified that it was assessed for $10,500 in 1952 "and its retail value was certainly not over $20,000 or $25,000" (p. 19148). The assessment, Lloyd said, covered 640 acres, whereas the area purchased by the welfare fund was 490 acres. He explained further that assessments represented about 34 percent of actual market value.

In 1955, Lloyd went on, when criticism developed that the welfare fund had paid an exorbitant price, he was approached with a request to raise the assessment. Meanwhile, some improvements had been made, Lloyd conceded, so he raised the valuation to $25,000. Lloyd

declared that he understood Gordon's cousin was having difficulty finding a purchaser prior to the time local 805 entered the picture, and as for the land itself—

> much of it was vertical, and what wasn't vertical was in a swamp * * *. Personally, it certainly wasn't a piece of land that I would have bought for that purpose (p. 19150).

Arthur Furman of Middletown, N.Y., business manager of Local 133, International Brotherhood of Electrical Workers, told the committee that his union was conducting an organizing drive in 1954 when it learned that nonunion help was being used on the local 805 resort. The Building and Construction Trades Council also took an interest in the situation. Furman said the union leaders had difficulty in locating Gordon but finally made contact with him at the plush Concord Hotel, where he was staying. Gordon cut short the meeting by saying that he had received an urgent telephone call to rush to New York, and "I never heard or seen of Abe Gordon from then on," Furman declared (p. 19152).

Next, Furman said, he talked to Milton Holt on the telephone, and Holt eventually brushed him off with the remark that this involved "a bunch of hillbilly locals up there, that we didn't know what we were doing" (p. 19153). Furman declared that he and the council both fired off telegrams to Dave Beck, then president of the International Brotherhood of Teamsters, complaining about the "runaround," but nothing ever resulted from the complaint.

A committee assistant counsel, Paul J. Tierney, testified that Gordon's sojourn at the Concord Hotel extended from 1954 up to the time of the hearing. The hotel records showed that he paid nothing for room and board and was charged only for telephone calls from July 7, 1957, to May 9, 1959. Detailed records for prior periods were not available, Tierney stated. When the investigation was made at the hotel, Tierney was told by the manager that there was an oral arrangement with Gordon that he would hold the room on a yearly basis for $100 a week.

> Mr. KENNEDY. But we even found the $100 a week was not paid?
>
> Mr. TIERNEY. It was not paid. So, after pressing them, finally on May 13, as a matter of fact in our presence, when we pressed them for details as to why the payments were not made, they then entered room charges of $5,200 on May 13, 1959, for the period May 11, 1957, through May 1, 1958, and another $5,200 on May 13, 1959, for the period May 1, 1958, to May 1, 1959 (p. 19158).
>
> * * * * *
>
> Senator CURTIS. You have no evidence pointing to any reason why they should provide him room and board free?
>
> Mr. TIERNEY. No, none at all, and no evidence of any services he performed (p. 19159).

Tierney testified further that the Concord Hotel employed S. G. S. Associates as its labor relations consultants under a contract calling for $40,000 the first year and $25,000 a year for the next 4 years. He identified the S. G. S. partners as George Schiller, Carlo Gambino, who

was one of the delegates to the 1957 underworld conclave at Apalachin, and Harry Saltzstein, who has a criminal record in New York.

Another committee investigator, George M. Kopecky, testified that Gordon has received $189,235.11 in salary and $36,561.95 in expenses for which no vouchers were ever submitted, a total of $225,797.06 from September 15, 1950, to May 31, 1959. In addition, the welfare fund is paying $238 a month for the rental of a Cadillac automobile for Gordon. Kopecky also reported having traced $8,019.41 directly from the welfare fund to Gordon's own personal bank accounts. He said that he had tried to interview Gordon but that Gordon would not discuss the matter.

> The CHAIRMAN. He wouldn't give any explanation of it?
> Mr. KOPECKY. No, sir (p. 19172).

Arthur Schneier, an examiner for the Insurance Department of the State of New York, testified that from the standpoint of administration the welfare fund of local 805 was "one of the worst" his department had encountered (p. 19217). The record shows that local 805 was not chartered by the Teamsters until late August of 1950, but the welfare fund came into being September 15, 1950. Gordon was in the saddle as administrator of it less than 3 weeks later.

Offered in evidence through Schneier was the fantastic trust agreement creating the welfare fund, which was characterized in the testimony as a "most shocking instrument." It conferred on Gordon these extraordinary powers:

(1) Gordon had sole and exclusive power to formulate, control, and regulate any and all welfare programs. His decision was final, and there was no appeal.

(2) Gordon was free from any liability or accountability to anyone with respect to the propriety of his actions or transactions unless written objections were made within 90 days after any annual report. No such objections were ever made.

(3) Gordon had full authority to hire and fire, and he alone signed all checks.

(4) Gordon had sole discretion on all investments and was not restricted to securities commonly known as legal investments for trust funds.

(5) Gordon had complete and exclusive control over all the accounts, funds, property, investments, and financial affairs of the welfare fund.

(6) Gordon fixed his own compensation at 10 percent of all contributions with an additional 2 percent for expenses. He later modified this to 9 percent and then to 8 percent as contributions mounted higher and higher, but the 2 percent for expenses remained unchanged. No vouchers for expenses were ever required or submitted.

(7) Gordon fixed the tenure of his position as life, but pressure from the insurance department brought about a modification eventually to 15 years.

The testimony as to the provisions of the trust agreement brought these comments:

> Senator CURTIS. This is not a trust agreement; it is a bequest.

* * * * *

The CHAIRMAN. It is my opinion that that contract would be set aside by a court of equity as a contract against public policy, and of unconscionable provisions.

* * * * *

Senator CURTIS. Mr. Gordon, who was your lawyer that drew that up?

Mr. GORDON. I respectfully decline to answer because my answer might tend to incriminate me.

Senator CURTIS. It might incriminate him, too.

Mr. KENNEDY. I might say he has been asked that question by the insurance commission during the various investigations they conducted of the fund, and he would never tell them the answer to that question either (pp. 19211–19212).

Schneier testified further that the insurance department found in its 1954 investigation that 26 cents out of every dollar contributed to the fund was spent for administration expenses, that the other union officers were on the welfare fund payroll, and that the two employer trustees both received a salary of $3,800 a year.

The CHAIRMAN. What do they get paid for? They have no responsibility. They cannot do anything about it.

Mr. SCHNEIER. This was rather unusual in any event to have employer trustees on the payroll of the welfare fund (p. 19213).

Schneier testified that approximately $250,000 had been spent on the resort for a total of 30 rental units. He had calculated that if each member got a 2-week stay at the camp, he would not have a chance of staying there more than once in 12 years. However, Schneier said, examination showed that local 805's officers, their relatives, and the fund accountant monopolized the rental units for such prolonged periods each summer that the ordinary union member had a chance of getting there only about once in every 20 years.

It was also brought out during Schneier's testimony that life insurance coverage from the welfare fund was to the extent of $3,000 per member, but the figure was $11,000 for the union's officers, the union and employer trustees of the welfare fund, the accountant, and attorney. The union paid the premium for its officers and the welfare fund paid the premiums for the employer trustees, the attorney, and the accountant.

Schneier declared that in the several investigations of the local 805 fund conducted by the insurance department, Gordon was "very uncooperative," and "in some cases he pleaded the fifth amendment and in others his memory was exceedingly bad" (p. 19215).

For the period from June 1954 to September 1955 the welfare fund paid Gordon's bills at the Concord Hotel, Schneier said, the total amounting to $5,517.71. Introduced into the record at this point were bills for John Dioguardi and his brother, Thomas, and their wives, which evidenced that the charges were transferred to Gordon's account.

Schneier said he recommended after his last investigation that local 805 divest itself of the resort property because of an operational deficit which at that time exceeded $20,000. It has since gone higher.

The welfare fund has never received any annual rental as originally contemplated, because income never reached the point where operational expenses were met.

Sherman S. Willse, another committee investigator, testified that the investigation of Gordon's activities showed he was in contact and had long association with major underworld figures in the New York area, including a considerable number connected with the narcotics traffic. Two of his former partners, Nathan Rosen and William Winter, had convictions for dealing in narcotics. Still another, Philip Kovolick, alias Spick Farvel, was identified with the old Lepke-Gurrah mob. Gordon's employees in the Gordon Trucking Co. included many with criminal records who were tied to such luminaries in the narcotics traffic as Carmine Galante, Joseph DiPalermo, Vito Genovese, Harry Stromberg, alias Nig Rosen, and others. Both Gordon and Milton Holt, Willse asserted, knew Michael Lomars, a former business agent of the Confectionery & Tobacco Jobbers Union, whose record showed an arrest in 1937 for felonious assault and a conviction in 1940 for having robbed Mrs. James V. Forrestal of $78,000 in jewels at the point of a gun. Holt, Willse added, visited Lomars at Sing Sing in 1943.

The record before the committee previously had shown that opponents of James R. Hoffa in the New York area fought the seating of Gordon as a delegate in Joint Council 16 on the ground that he was the owner of a trucking company. Gordon has told various investigative bodies that he had disposed of his interest in Gordon Trucking Co. and the A. & P. Cordage Co. in 1951.

Miss Frances Blaustein, a veteran employee of both companies, took the fifth amendment when questioned as to how she supposedly acquired control of them and remained silent when asked if she was operating them on behalf of Gordon. Evidence was placed in the record to show that Gordon used the facilities of the two companies for personal loans as late as 1954, that he continued to draw money from Gordon Trucking, and that there was nothing in the books and records of either company to show any transfer of ownership to Miss Blaustein.

Gordon too resorted to the fifth amendment when the committee sought to elicit information as to his business connections or any reply he might have to the statements made about him by the various witnesses.

Milton Holt was linked even more closely to the peddling of narcotics by the testimony of Federal Narcotics Agent Ivan Wurms, who declared that the Bureau of Narcotics became aware in 1955 of an intimate relationship between Holt and Bernard Blaustein,[1] alias Bernard Barton, alias Lou Bernie, from whom Wurms purchased substantial quantities of cocaine in February 1956. Wurms testified that Blaustein and Holt were found to have registered together in a Miami Beach hotel on several occasions, with Holt using the alias of Milton Harvey. On February 4, 1956, Wurms asserted, he was able to buy 402 grains of cocaine for $800 from Blaustein, which the latter delivered in the men's room of a New York restaurant. Arrangements were made for a second purchase. Four days later, with other agents

[1] Bernard Blaustein is not related to Frances Blaustein, according to the latter's attorney (p. 19222).

maintaining a surveillance, Wurms met Blaustein again in the same restaurant and arranged to take delivery of 2 ounces of cocaine for $1,600 that same evening at another restaurant.

Wurms and Blaustein left the restaurant and walked several blocks to a point on 52d Street where they stood talking. Holt, Daniel Ornstein, another trustee of local 805, and an unidentified third man watched while Wurms and Blaustein concluded their conversation, and Blaustein then joined them. Wurms left, but other agents picked up the surveillance and saw the four men get into a Cadillac later found to be registered to Holt. The four men were followed to 1780 Broadway, which was then the headquarters of local 805.

A Cadillac owned by Blaustein arrived outside 1780 Broadway a few minutes later, according to the testimony, driven by Clarence Jackson, alias Mookie, another known violator. Blaustein conferred with Jackson and then was observed to return to the offices of local 805, where he remained until it was almost time for his meeting with Wurms. Jackson was followed uptown and was seen to contact two other known violators of the narcotics laws.

When Blaustein emerged from the union offices, the testimony shows, he suspected he was being followed and maneuvered to force the agents to drop the surveillance. Nevertheless, he kept the date with Wurms and made the delivery.

Wurms testified that the Bureau of Narcotics subsequently learned that Blaustein's Cadillac was purchased around January 20, 1956, and that in his application for a chattel mortgage from the National City Bank he listed himself as a business agent for local 805 and said he was getting $10,000 a year. Wurms testified that the application bore a notation showing that the bank contacted Holt, who verified Blaustein's claim and certified that Blaustein had been employed by the union for 10 years.

The arrest of Blaustein for the two sales of cocaine, Wurms said, was deferred while narcotics agents tried to ascertain his source of supply. They suspected that the narcotics were coming from Florida. Their investigations showed that Blaustein, Holt, and Isadore Shadletsky, alias Buddy Shad, of Tampa, knew each other, and that an associate of Shad, Salvatore Granello, another known violator, was vice president of Local 130, Amalgamated Novelty Union, which also maintained offices at 1780 Broadway.

Wurms testified that in the early part of 1956 Blaustein was frequently in Florida. Holt was with him on many of these occasions. On one trip Blaustein was in a conference with Frank Dioguardi, Johnny's brother, and Freddie Felice, alias Franco. Also in Miami at the same time were Holt; Gordon; James Plumeri, alias Jimmy Doyle, uncle of the Dioguardi brothers; and George Baker, alias George Semelmacher, an officer of one of Johnny Dio's paper locals, who also had a narcotics record. Blaustein, Wurms declared, also went to Cuba and was in contact with Granello. During the spring and summer of 1956 Blaustein and Holt were frequently spotted together by agents maintaining a surveillance of Blaustein's activities.

On October 1, Wurms continued, the agents received information that Blaustein and Holt were en route by plane to the west coast and were suspected of carrying narcotics. They were finally located in the Beverly Hills Hotel and seized, but no narcotics were found.

Holt had $3,500 in his pockets. Blaustein had a dues book of Local 649, United Auto Workers, AFL, which was Johnny Dio's local, and he subsequently stated that he obtained it from Dio so he could become eligible for welfare fund benefits. Blaustein's address book also contained the nonpublished telephone number of Holt and the phone number of Studio Frocks, in which Harry Stromberg, alias Nig Rosen, had a 50-percent interest. Stromberg, a reputed banker for narcotics operations, is now serving time following a conviction in a major case.

Blaustein was formally charged with the two sales to Wurms at the time of his arrest in California and was given a 3-year sentence on January 2, 1957. His criminal record also showed previous arrests for attempted grand larceny, burglary tools, liquor law violations, assault, and rape.

The testimony before the committee also disclosed that Holt, who has been drawing in excess of $20,000 in salary and expenses as secretary-treasurer of local 805, profited greatly from a long series of financial transactions which he carried on with principals in companies with which local 805 had labor contracts.

The central figures in these transactions, the testimony shows, were Harold Roth and Herbert S. Sternberg. The significance of the transactions can best be realized by summarizing the facts developed by the investigation and subsequent testimony of George M. Kopecky, a committee investigator.

The interlocking relationships emerge with the study of these salient facts:

1. Harold Roth formerly controlled the Herald Vending Corp. His interest ceased in about 1950. He later organized the National Vending Corp., now known as Continental Industries, Inc., of which he is president. He is also president of U.S. Hoffman Machinery Corp., a director and principal stockholder of U.S. Hoffman International Corp., and secretary of Valley Commercial Corp.

2. Sternberg is the executive vice president of Valley Commercial Corp., which discounts certain conditional sales contracts on behalf of Continental Industries and other companies.

3. Herald Vending was one of the defendants named in a 1954 Federal indictment charging conspiracy to violate the Sherman Antitrust Act. Local 805 and Holt also were defendants. Basically, the allegations followed the now familiar pattern of stating that the union was used as an enforcement arm by an employer association intent upon monopolizing locations for machines of the association's members.

4. Matthew Forbes was the chief executive officer of the employer association. He is now associated with Roth and others in the ownership of Valley Commercial and is a member of the board of U.S. Hoffman. The association, Forbes, local 805, Holt, and Herald Vending all paid substantial fines in the antitrust case. Parenthetically, it should be noted that Holt's fine was reimbursed by the union.

5. In 1956 National Vending, predecessor to Continental Industries, sold 400,000 shares of stock to a select circle of Roth's friends and associates. Holt was allocated 12,000 shares to cost $30,000.

Holt put up $14,000 and borrowed another $10,000 from Roth, interest free. Up to the time of the committee's hearings there were no records available to show that the remaining $6,000 was paid, although Roth testified that he could swear the full $30,000 was accounted for.

6. From October 1957 to May 1959 Holt made other loans aggregating $233,600. Some of these were without security and were interest free. Some of these were made by Sternberg personally; some were made through another finance company known as Adams Associates; and some were made by the Franklin National Bank of Franklin Square, N.Y. Adams Associates was reimbursed immediately by Valley Commercial for one loan, and no interest was charged. Others were guaranteed by Valley Commercial or by Sternberg personally, or both. A member of the firm of Adams Associates, Frank Abrams, is also a director of Continental Industries and did accounting work for that firm and Valley Commercial. The loans at the Franklin National Bank were made to Holt at the request of Continental Industries. The vice president of the bank is a director of Continental Industries and U.S. Hoffman Machinery.

7. At the time of the committee's hearing on the matter, Holt's outstanding indebtedness on these loans was $117,000, of which $62,000 was unsecured and interest free. The remaining $55,000, a bank loan, was secured by stock in Continental Industries, which Holt owns. At hearing time Holt was known to be the owner of 23,000 shares of Continental Industries worth $7 a share, or $161,000. He posted 13,000 shares as collateral on the $55,000 loan.

8. In October 1957 Holt used a total of $50,000 borrowed from the bank and Adams Associates to buy $70,000 worth of stock in U.S. Hoffman on margin. Within the next several months Holt sold this stock and realized a profit in excess of $33,000.

9. Holt received in excess of $3,600 in dividends on his Continental Industries stock in 1956 and 1957 but did not declare it on his income tax return.

Sternberg testified that some of the loans to Holt were interest free because Holt had lent him $60,000 in 1958 without charging any interest.

Roth described Holt as a friend for 30 years and declared that the loans through Adams Associates rather than from Valley Commercial directly was to insure faster repayment "and perhaps a stronger method of collection." He conceded that he "might have" supported Holt's applications to the Franklin National for the various loans there but could not remember whether he did or not. Roth claimed further that he was not aware that Holt had used the proceeds of two of the loans to buy U.S. Hoffman stock on margin and added, "I am quite flattered that he did."

Mr. KENNEDY. Mr. Roth, did you see anything improper or irregular in the financial transactions that you were having with Mr. Holt?

Mr. ROTH. I did not.

Mr. KENNEDY. And never have; is that right?

Mr. ROTH. Never have.

Mr. KENNEDY. Did you feel it was perfectly proper for a company to make these kinds of loans to union officials? You can answer that. It is a question of fact.

* * * * *

Mr. ROTH. I felt at the time that the loans were not made to a union official, but to a friend. In the light of the hearings today, I would not do it again. But I made these loans and many other loans to friends.

* * * * *

The CHAIRMAN. At the time you say you did not think about it?

Mr. ROTH. At that time; no. At this point, in the light of what has developed I probably would not make the loans again (p. 19196).

The Chairman later observed:

The question here is one of impropriety and also of illegality As I interpret the testimony, the undisputed facts are that there was a violation of the spirit of the law. If there was not a violation, even if there was no law, there would have been implications, very strong implications, of impropriety.

The thing about it is that we cannot serve two masters. A representative of a labor union, in my judgment, is exposing himself to justified criticism when he takes a favor from an employer with whom he contracts on behalf of men who work.

That is the intent of the law, to prohibit, insofar as it will prohibit. Certainly it places a stamp of condemnation on such practices (p. 19199).

Committee counsel pointed out that practically all of the loans to Holt occurred after he had been indicted for perjury, a charge to which he pleaded guilty in 1959.

Mr. ROTH. I didn't know he pled guilty.

Mr. KENNEDY. Did you look into his activities at all?

Mr. ROTH. Am I supposed to investigate my friends? (p. 19199).

* * * * *

Mr. KENNEDY. We have had union officials appear before the committee and they don't seem to be disturbed about improper activities, and we have had some businessmen that equally don't seem to be disturbed by improper or illegal activities, and certainly, Mr. Roth, you fall into that latter category.

Mr. ROTH. I disagree with you. I don't believe I do. I am disturbed by improper activities. I think I have conducted my personal life in such a manner that I cannot be criticized (p. 19200).

Holt, who had taken the fifth amendment in 1957 in a previous appearance before the committee in connection with the "paper locals," repeated the performance when summoned to the witness stand. He would not answer any questions about his associations with a long list

of known criminals or about Blaustein in particular, nor would he give testimony relative to the loans from Harold Roth and his associates. Nor would Holt answer any questions about a letter he sent to James R. Hoffa under date of November 3, 1958, which stated:

> We are proud to inform you that at a general membership meeting of Local 805, International Brotherhood of Teamsters, held on September 29, 1958, the members of Local 805, International Brotherhood of Teamsters unanimously approved a resolution previously adopted by our executive board and advisory committee, that a vote of confidence be given to General President James R. Hoffa and the general executive board. Be it
>
> *Resolved*, That the actions taken by you and the general executive board have been for the best interests of the rank and file membership of our international union, and that the Senate committee is guilty of the most serious threat of the destruction of the labor movement by their unfair actions against you. Be it further
>
> *Resolved*, the membership of Local 805, International Brotherhood of Teamsters, heartily endorse you, our general president, and the general executive board of the International Brotherhood of Teamsters, for not succumbing to the atrocities performed against you by the Senate committee, and we are certain that after the air is cleared you will have established yourself as the champion of the entire labor movement, for it is you and you alone who has had the courage to withstand this tremendous onslaught against labor, where weaker leaders have failed (p. 19205).

This caused the chairman to observe that "if we are trying to get some crooks and folks out of the labor movement by simply exposing their corruption and their misdeeds, if that is against unionism, then I don't know the meaning of decent unionism" (p. 19206).

Local 560 Officers Accused of Extortion

A pattern of extortion going back over a period of many years was outlined to the committee by executives of three trucking companies operating in the jurisdiction of local 560 of the International Brotherhood of Teamsters, Hoboken, N.J., in testimony placed in the record on July 6, 1959. Identified as the principals in the racket were Anthony Provenzano, president of local 560, elected by the executive board in June 1958 to replace Michael Sheridan, who had taken a leave of absence (Provenzano also has been president of Teamster Joint Council 73 in Newark since May 1959); John Conlin, 76-year-old secretary-treasurer and former president of local 560, who also is a vice president of the international and a member of the international executive board; and Anthony "Three-Finger Tony" Castellito, business agent of local 560, who has a criminal record.

The record shows that Provenzano, better known as Tony Pro, is generally regarded as James R. Hoffa's chief henchman in the New Jersey area and that he is associated with a wide variety of notorious New York hoodlums, including Anthony "Tony Ducks" Corallo, Carmine Tramunti, Sonny Campbell, Connie Noonan, and Anthony

Strollo, alias Tony Bender. The aging Conlin, who has announced plans to retire in the not too distant future, has stated publicly that he intends to recommend Tony Pro as his successor on the international executive board and as an international vice president.

Conlin was too ill to appear before the committee. Tony Pro and Three-Finger Tony added their names to the lengthy list of Teamster officials who have taken the fifth amendment. As a result of the testimony adduced before the committee, indictments have been returned in New Jersey.

The initial witness at the committee's inquiry into the activities of the officers of local 560 was Arthur Pitman, president of the Pitman Trucking Co. This concern formerly was based in New York and had a contract with local 220, but it moved to Hoboken, N.J., in November 1952. Pitman testified that it was his understanding that his contract with local 220 would be respected, but soon after the transfer to the new location Tony Pro told him he would have to sign with local 560. About a year later, Pitman declared, Tony Pro demanded $5,000 with the threat that "I would not be in business too long" unless the money was paid. After sparring with Tony Pro for a period of several months, Pitman testified, he finally delivered $2,500 to him in December 1954.

> Senator CAPEHART. For what purpose was that payment made?
>
> Mr. PITMAN. To stay in business, to stay out of trouble; that is all (p. 19241).

Pitman identified a check drawn to cash and said that his bookkeeper, Ray Salone, got the money from the bank. Pitman said he paid it over to Tony Pro outside a diner a half-block away from his office.

An affidavit by Salone corroborated Pitman's testimony, although Salone said he did not see the actual transfer of the money to Tony Pro because Pitman's back was to him and he was 125 feet away when the transaction took place.

> Mr. KENNEDY. Do you think it was a proper payment?
>
> Mr. PITMAN. No, I don't think it was a proper payment; no.
>
> * * * * *
>
> Senator CURTIS. Did you say you were unwilling to pay over this amount?
>
> Mr. PITMAN. Yes, I was unwilling. For 7 or 8 months he was after me to pay him. At last it got so bad I was not on the job. I was off the job all the time, watching my trucks and all that.
>
> Senator CURTIS. While you disapproved of it you felt it was necessary in order to keep operating?
>
> Mr. PITMAN. Yes (p. 19245).

Walter Dorn is president of the Dorn Transportation Co., which maintains headquarters at Rensselaer, N.Y., and operates between the Canadian border and Baltimore, extending into Connecticut. In 1952 he was operating the company terminal in Secaucus, N.J., when difficulties arose with the Teamsters Union.

Dorn testified that he and Joseph Adelizzi, executive director of the Empire State Trucking Association, met with Tony Pro and Three-Finger Tony Castellito in an effort to resolve the difficulties. Dorn declared that it was apparent to him that Provenzano and Castellito were going to remain adamant as long as Adelizzi was in the picture, so he then met the two union officials alone. He said it was indicated to him that he was going to have to "come up" with about $5,000 a year.

Over the next 15 months, Dorn said, he paid out a total of $1,500 spread over four meetings with Tony Pro, at one of which Castellito also was present. The meetings occurred in a Weehawken restaurant from the late summer of 1952 to sometime in 1954.

> Mr. DORN. That arrangement terminated because I was afraid to do it any longer, and I stopped it. I could not frankly get my hands on the money.
>
> * * * * *
>
> Mr. KENNEDY. Was there a new arrangement made at that time?
>
> Mr. DORN. In 1953 I was given the name of a lawyer to put on retainer.
>
> Mr. KENNEDY. Who gave you the name of the lawyer?
>
> Mr. DORN. Tony Provenzano.
>
> Mr. KENNEDY. What was the name of the lawyer?
>
> Mr. DORN. Michael Communale (pp. 19248, 19249).

Dorn said he did not know that Communale was an assistant prosecutor in Hudson County. He paid Communale $200 a month, or a total of approximately $14,000, up to June 1959.

> Mr. KENNEDY. Is the reason you paid him $200 a month because you were told to do so by Tony Provenzano?
>
> Mr. DORN. Yes, it is.
>
> Mr. KENNEDY. Was that in order to avoid labor difficulty or trouble with Mr. Provenzano?
>
> Mr. DORN. In order to avoid more trouble. I already had it.
>
> * * * * *
>
> Senator CURTIS. Mr. Dorn, what could these two men do to you if you refused to give them any money?
>
> Mr. DORN. They could stop the operation.
>
> Senator CURTIS. You did this because you thought it was necessary to continue to carry on your business?
>
> Mr. DORN. I thought it was necessary (p. 19249).

Dorn testified that he never saw Communale and that the latter never performed any services for his company.

Communale conceded that Dorn's testimony was substantially correct when he took the witness stand. He acknowledged that he received the $200 a month and answered, "actually and substantially, no," when asked if he ever did any work for it. Communale said he knew Tony Pro and Pro's attorney, Jacob Friedland, who also is attorney for various Teamster locals, and added that Friedland's offices are on the same floor as his office in Jersey City. But Communale

emphatically denied that any part of the $200 a month was passed on to any other person.

Communale testified that an old man approaching 80 years of age, Orestes Ciccarelli, a disbarred lawyer, functioned as a law clerk in his office, answered the phone, took care of the mail, and occasionally interviewed persons to get facts in some cases. Communale said that Ciccarelli asked him one day if he would want to represent a trucking company, and subsequently told him he "understood" that Communale had been recommended to a New York State firm. Later, Communale went on, Ciccarelli informed him that he had been retained at $200 a month. Communale asserted that he "assumed" that any conversations Dorn might have had were with Ciccarelli, "who represented himself as my agent, working in my office" (p. 19288). He conceded that he discovered in 1955 that Ciccarelli had stolen money from him but he did not prosecute him because of his age and the fact that he was very ill.

> Mr. KENNEDY. Didn't it strike you as just a little bit peculiar, Mr. Communale, that you would be working for some 5 years and received some $200 a month and never be asked to do anything?
>
> Mr. COMMUNALE. I had those thoughts; yes, sir. Do you want to know why I didn't do something about it?
>
> Mr. KENNEDY. All right.
>
> Mr. COMMUNALE. I felt that as long as this company was willing to pay me the sum of $200 a month on a retainer basis, and I had sufficient authority to accept it, I would continue so long as they wanted me. That is my answer (p. 19290).

Communale characterized as "unreal and fantastic" a suggestion that he was drawing the monthly retainer so that the Teamsters Union would have a friend in the prosecutor's office. "I am a lowly assistant in the prosecutor's office who does what he is told and follows orders. I do not make policy," Communale declared (p. 19292).

Carl A. Helm, of Pittsburgh, former president of the L. & H. Transportation Co. which went out of business in 1953, testified that his company had difficulties with local 560 in the late 1940's when John Conlin was president of the local. Helm said that a meeting was arranged with Conlin in a Hoboken restaurant which was attended by Helm and his sister, his attorney, Abel Just, and his New York manager, William Jacobson. He said Conlin told him it would cost $300 a month to take care of his troubles and that the payments were to be made in bills of no larger than $20 denomination (p. 19255). Helm quoted his attorney as saying "they didn't teach him that in law school," and he said Just talked to Conlin in the men's room and later reported that Conlin told him "to go back and explain the facts of life" to Helm (p. 19256).

Helm testified further that it was his understanding that Jacobson received a call each month designating a meeting place and that he took the money from the petty cash account and delivered it. All the payments, which were made for a period of 5 to 6 months, were handled by Jacobson, according to Helm, and were made in some instances to Three-Finger Tony.

Senator CAPEHART. Did you have any trouble after you discontinued paying the $300 a month?

Mr. HELM. Plenty (p. 19258).

Helm admitted that he had been fearful about testifying because he "wanted to keep on living" (p. 19258).

The element of fear was much more predominant when Helm's former New York manager, Jacobson, took the stand. As soon as committee counsel began asking about the company's difficulties with local 560, Jacobson began invoking the fifth amendment. At one point he stated "that I have a livelihood to make yet" and "there might be some retaliation" (p. 19260). Later he stated that the retaliation could be in the form of either physical violence or dismissal by an employer as the result of Teamster pressure. Jacobson admitted that he had stated "a dozen times" that "I would rather be a live coward than a dead hero" (p. 19261), but promptly took the fifth amendment when asked by committee counsel if he had not told counsel about making the monthly payments by throwing the envelope or giving the money into the car as it would come by.

Mr. KENNEDY. Didn't you state also to our investigator, "Another thing, I will go to jail for 20 years. I tell you nothing. I have been told that if I ever repeat or talk I will find myself cut in little pieces. Who told me? That is none of your business. Mister, when you are threatened by this mob, you don't answer. You just do and shut up" (p. 19262).

Jacobson maintained his policy of silence.

John A. Aporta, a committee investigator, testified that he wrote Jacobson's remarks during an interview in June "in front of him. He asked me whether or not I was going to put that into the record, and I told him I couldn't answer that question because everything he told me was part of our record" (p. 19263). Aporta later gave testimony showing conclusively that the treasury of local 560 existed principally for the benefit of the officers and business agents. In summary, the testimony of Aporta established these facts:

As of January 1, 1959, local 560 had 9,836 members. Each officer and business agent was being paid $19,500 a year, and each one had a 1958 Cadillac bought by the union.

On November 8, 1956, a "defense pension fund" was created especially for the officers and business agents, totaling 12 in number, effective as of January 1, 1957. The plan requires the payment of 50 cents per month per member, but it was made retroactive to 1954. The union attorney estimated that it would take 8 years to get the plan current and with all payments necessitated by the retroactivity feature accounted for.

From January 1, 1957, to March 31, 1959, the union paid into the plan a total of $279,003.05 and still owed $147,982.50 under the retroactive feature. In order to make the 1957 payment of $195,395, the local had to go in debt to the tune of $97,000.

No written notice was given to the membership that the general membership meeting of November 8, 1956, would take up the question of approving the establishment of the plan. There is no way to determine from the local's records just how many members attended or how many voted. The quorum for general membership meetings

is 25. Twelve persons were to benefit from the plan. The local's executive board keeps no minutes of its meetings at all.

John Conlin now has vested rights in $44,817.52 under the plan, with $25,939.89 still owing by the union as of May 1, 1959. Tony Pro has vested rights in $11,287.24, with $4,770.12 still due from the local.

Local 560's total income in 1957 was $506,729.38 of which $482,282.83 was realized from dues and initiation fees. Expenses totaled $440,719.35, exclusive of accounting and legal fees, of which $224,725 went for salaries and $195,395 went into the defense pension fund for the officers and business agents.

Thus 86 percent of total income went for salaries and benefits for the officers and business agents. The 1958 figures were similar, with income down $4,000 to $502,988.55, and the percentage fixed at 74 to 75 percent for salaries and benefits for the officers and business agents.

Teamster Officials in Los Angeles

In February of 1959 the committee held 2 days of hearings into the activities of two Los Angeles Teamster locals and their principal officers, John W. Filipoff and Meyer (Mike) Singer. Both men are close associates of Teamster President James R. Hoffa.

The hearings concerning Filipoff went into the attempts of the members of the local to replace him as the secretary-treasurer of local 208 in Los Angeles. In an election held from the 7th to the 14th of January 1959, Filipoff was opposed by Sidney Cohen and when the votes were counted under the direction of a certified public accountant, Cohen emerged the victor by a vote of 1,269 to 1,149. Immediately thereafter, according to testimony, Cohen was subjected to a long and intense period of harassment. He testified that he was followed day and night, that he received threatening telephone calls, and that he heard that Teamster goons had been imported from Portland, Oreg. Cohen said he became so frightened that he slept with a gun in his bed. He finally decided to take the matter directly to Teamster President James R. Hoffa and flew to Washington, D.C., on January 21, 1959, to see Hoffa. Soon after arriving in Washington, Cohen discovered that Filipoff was also there, as well as Mike Singer, the business agent of local 606B, another Teamster local in the Los Angeles area. In a meeting in the anteroom of Hoffa's office, Cohen testified, he was browbeaten into signing a document in which he gave away the office of secretary-treasurer to which he had been elected by the membership and returned it to John Filipoff. On returning to Los Angeles, however, Cohen repudiated the agreement and through court action managed to take the office from Filipoff. Filipoff appeared as a witness before the committee and refused to answer any questions on grounds of self-incrimination. In testimony before the committee, it was found that Filipoff had been a business partner of an employer with whom he negotiated agreements and that he had been given 25 percent of the business by the employer without making any investment.

Neither the undemocratic strongarm attempts after gaining control of the local by Filipoff nor his collusive arrangements with an employer, however, seemed to concern Hoffa, for after the hearing was over and Cohen had managed to take over the job to which he had

been rightfully elected by the membership, Hoffa named Filipoff as the director of Sears, Roebuck organizing drives on the west coast. This followed Hoffa's pattern in California.

Frank Matula, business agent of a Los Angeles garbage local, who was convicted of perjury and at the time of the writing of this report is currently serving a prison term for that offense, was named an international trustee of the Teamsters Union by Hoffa. The California judge gave Matula a 10-day vacation from his jail cell to attend a meeting of the international trustees in New York early in 1960.

In the case of Mike Singer, testimony before the committee was clear that through coercion and intimidation he set out to fix prices and business conditions in the grease industry in Los Angeles. Morris Gurewitz, a Los Angeles grease dealer, testified how Singer told the dealers how much they could charge for grease and also how he arbitrarily transferred the business from one company to another. As a result of the committee testimony, Singer was indicted by a Federal grand jury in Los Angeles under the criminal provisions of the Sherman Antitrust Act, an indictment which is still pending.

It was further shown that Singer unconscionably misappropriated union funds. The principal item was an excursion with his girl friend to Honolulu, with the union picking up the tab for her hotel and travel expenses.

In Honolulu, according to the testimony, Singer set up organizational picket lines around meatpacking plants without bothering to attempt to organize even one employee of these plants. The organizational picket lines succeeded in shutting off the milk supply in the Hawaiian Islands for 2 days. Singer was sent to the islands as the personal representative of Teamster President James R. Hoffa.

Hoffa further showed his liking for the Los Angeles Teamster official by appearing at a testimonial dinner for Singer. Grease dealers in Los Angeles who attended the dinner were shaken down for amounts up to $1,000 to buy Singer a new automobile. Although he expressed great surprise at receiving the gift at the banquet, he was seen driving the car around town a week earlier. It is interesting to note that after the committee began its investigation into Singer's activities, most of the grease dealers who were forced to make "contributions" for Singer's automobile were quietly refunded their money.

Hoffa's Hoodlum Associates Still Hold Union Posts

In 1957 James R. Hoffa proclaimed publicly that there would be a vigorous cleanup of the Teamsters Union if he achieved his ambition to become the president of the international.

The committee's 1957 hearings produced substantial evidence of the shockingly corrupt conditions existing within the ranks of the Teamsters. In its first interim report the committee said that this evidence fully supported the finding that "Hoffa runs a hoodlum empire, the members of which are steeped in iniquity and dedicated to the proposition that no thug need starve if there is a Teamster payroll handy."

After the 1958 hearings spread upon the record a great mass of testimony about violence, financial manipulations, callous repression of democratic rights and racketeer control, the committee reported that "Hoffa has consistently supported the interests of racketeer friends over those of his own members." The committee made a find-

ing that "the continuing attitude of Hoffa and other Teamster leaders that they are above the law can only serve to intensify the apprehension of decent union members and decent people throughout the country."

The evidence placed in the record before the committee in 1959 on the foregoing points was, in a sense, accumulative but no less devastating. There were deviations from the now familiar pattern only to the extent of providing a new insight into racketeering techniques.

The testimony disclosed that some Teamster officials alined with Hoffa continued to draw salaries and to hold their union positions while languishing in prison, while others who supposedly relinquished their positions continued to draw salaries through payroll dummies.

The record also shows that while Hoffa was driving hard to effect an alliance with the Communist-dominated International Longshoremen's and Warehousemen's Union on the west coast, Teamster funds also had been utilized to support an organizing campaign of an independent west coast union which is controlled by a known Communist. In still another case, another known Communist in New York, convicted of extortion and free under bail pending an appeal, retained his position as secretary-treasurer of a Teamster local previously shown to have been one of several controlled by the infamous Anthony "Tony Ducks" Corallo. Corallo himself was the one who was using payroll dummies to collect his salary after reputedly surrendering his Teamster post to "go underground."

The 1959 hearings also produced additional evidence that Hoffa and his associates have stifled union democracy and have resorted to ill-advised trusteeships to destroy traditional autonomy at the local level.

Previous reports of the committee have ticked off an impressive list of associates and friends of Hoffa with criminal records and criminal backgrounds. One of the foremost of these is Paul Dorfman, a major figure in the Chicago underworld and intimately associated with the rulers of racketeering in that midwestern metropolis. Dorfman was the head of the Waste Material Handlers Union until the AFL–CIO forced his ouster in 1957.

The extent to which Dorfman, his wife Rose, and his son Allen, have profited from their close relationship with Hoffa already has been fully defined by committee hearings and reports showing that 90 percent of the business of the Dorfman-owned Union Insurance Agency of Illinois comes from the insurance that is placed by Hoffa's Michigan Conference of Teamsters welfare fund and the Central States, Southeast, and Southwest areas health and welfare fund that covers a 25-State area.

The Dorfman name cropped up on several more occasions during the 1959 hearings. Paul Dorfman was identified as having been in the forefront of a Hoffa campaign to force a consolidation of several small Teamster locals in southern Illinois into a large union to be controlled by a felon who at that very time was being convicted of extorting money from a pipeline operation.

Other testimony put Paul Dorfman at Hoffa's side during the two wire-tapping trials of Hoffa and Bernard Spindel in New York at which time Dorfman and his son, Allen, were observed passing envelopes containing money to Hoffa.

There was also testimony that funds of Hoffa's local 299 in Detroit were misused to buy a number of quonset huts which were shipped to

the Jack-O-Lantern Lodge at Eagle River, Wis., which is owned by the Dorfmans and in which Hoffa himself at the time had a one-quarter interest.

From Barney Matual, La Salle, Ill., came the testimony illustrative of Hoffa's "I get what I want" philosophy and the ruthless imposition of his will on Teamster locals with the assistance of, and on behalf of, his racketeer friends.

Matual is now a field representative for District 50, United Mine Workers of America. In 1936 he organized Teamster Local 981, a union of service station operators and attendants in La Salle, Peru, Oglesby, and Utica, Ill. He was its president and business agent from 1940 to 1955.

In summary, this was Matual's preliminary testimony:

On December 4, 1954, a delegation of Teamster officials headed by Hoffa (and including Paul Dorfman) called on him. Roy Williams, head of the Teamster Joint Council in Kansas City; Dick Kavner, from St. Louis; Virgil Floyd, from Teamster local 179 at Joliet, and Floyd's two brothers, Tom and Israel, were the others in the delegation.

Hoffa called a meeting of the executive boards of locals 981, 157, 253, and 46 and fixed April 1, 1955, as the deadline for a merging of all four locals into local 179 with the consolidated organization to be headed by Virgil Floyd. That very same month Floyd was convicted of extorting money from employers in an Illinois pipeline operation.

Matual's members didn't like Floyd's past record and the excessive dues structure in his union. They voted 100 percent against the merger. In all 4 unions, the vote was 694 to 7 against the proposal.

Shortly after the rejection of the merger, Matual was in Springfield to attend a Teamsters' meeting and he was called into a hotel room. Waiting for him were Virgil Floyd and Barney Baker, Hoffa's "muscle man," who promptly threatened Matual if he refused to work with Floyd. Fearing a possible beating, Matual agreed to cooperate with Floyd thereafter.

There was a merger of the four locals but not with local 179. Floyd's local was left out of it and the other four formed a new local 46. Floyd began a pressure campaign at once against the local 46 membership and also against area storekeepers with the objective of forcing a merged unit in line with Hoffa's original proposal.

Matual was elected president of the new local 46 in December 1955 after campaigning on a platform of opposition to being forced into consolidation with Floyd's local at Joliet or accepting trusteeship.

Soon after Matual's forces began their administration of local 46 an international auditor, Charles Farrell, visited La Salle and audited the books. Not long after that Farrell returned to La Salle accompanied by David Sark, an assistant to international Vice President John T. O'Brien, of Chicago. They produced a letter from Dave Beck, international president, giving notice that a trusteeship had been imposed with O'Brien designated to take over. Farrell demanded to see if there was any money in the bank and Matual took him to the bank to verify that funds were on deposit. O'Brien showed up a few days later. When Matual asked what charges had been preferred, O'Brien told him there were none but demanded the charter and seal. Matual warned him that the membership opposed

the trusteeship and "if you take that charter and seal out of here, they are going to go independent and you are going to lose them."

O'Brien adopted Matual's suggestion that he call Beck. O'Brien reported to Beck that the union had money in the bank, its contracts were good, and the books were clean. Matual listened on an extension and heard Beck say he did not know the reason for the trusteeship but would go to Washington and find out. Matual arranged with Beck for a meeting at Dallas, Tex., on July 12, 1956. When he arrived at his hotel the night before, Matual encountered Hoffa and Einar Mohn in the lobby and Hoffa told him, "Barney, I get what I want."

Matual went into the July 12 meeting with a briefcase containing his contracts, financial statements, and other records to show the union was in good shape but never got a chance to open it. Among those at the meeting were Hoffa, O'Brien, Harold Gibbons, Dick Kavner, and Mohn.

Hoffa claimed to have a letter from a former business agent of local 46 showing that Matual had a "sweetheart contract" to which Matual replied that Hoffa was "all wet," inasmuch as Matual had been in office only for 6 months and had signed no contracts during that time. When Hoffa and Matual demonstrated equal belligerency after Hoffa said, "Are you calling me a liar?", Beck stepped between them and said to Matual, "I am going to give you a trusteeship if I have to spend $50,000, $100,000. You are going to have a trusteeship because my boy Jimmy knows what he is doing."

Matual returned home and reported to his membership, which voted to fight the trusteeship all the way.

That this was only the beginning was shown by subsequent events. On July 20, 1956, O'Brien got an injunction against local 46, charging the officers with stealing money and enjoining them from operating the union. Matual and his associates were able to get the injunction dissolved on August 6. Matual's own description of what happened then is set forth below:

> Mr. MATUAL. On the day that the injunction was issued to Mr. O'Brien without a hearing, that afternoon Mr. Farrell came in the office, changed the locks, took $535 out of the safe, and said to the office girls, "Give me the keys; I am taking over," and he did. We didn't know a thing about it until that evening.
>
> I called the girl at home and said, "What happened? I didn't hear from you at 5 o'clock." She said, "Didn't you know that Mr. Farrell took the money out of the safe, took the keys from me and said he was taking over?" and I said, "No, I didn't."
>
> So we called a board meeting and decided to open the office. We hired a locksmith. He went with us. We opened the door and we opened the safe and found out there was $535 missing. So we called our attorneys in and the attorneys advised us to make out a check for the balance that we had in our checking account and deposit it with the attorneys, which we did. We changed the locks.
>
> Mr. KENNEDY. You changed the locks back again?
>
> Mr. MATUAL. No, we put a new lock on altogether.

Mr. KENNEDY. The third lock?

Mr. MATUAL. The third lock. So the next morning, the attorney went to the bank, got the money, and then I went over to the bank to get the safety—to get the Government bonds out of the safety deposit box, with two other officers because three of us had to sign to get in—it was made that way—and Farrell spotted me coming in.

I never seen a man so nervous. He ran out the door because he knew that the injunction was not served yet and the money was gone. So the sheriff served the injunction on me about—well, when he found me. It was 3 hours later.

Mr. KENNEDY. But by that time you had the bonds out and all the money and it had been turned over to your attorneys?

Mr. MATUAL. Yes.

Mr. KENNEDY. He was to keep it in trust for the union?

Mr. MATUAL. That is right. Then they opened up another local in LaSalle, with the same number, local 46, and John T. O'Brien appointed an alderman in La Salle as the office manager and the business agent, by the name of Ed Flower.

Immediately he began to raid the local union, threatening employers if they didn't send the check to—they called it—the right local union 46, and we called ourselves the original local union 46. It was quite a confusion. That went on until October 17.

We went back into the circuit court and we had an injunction issued against them that forced them to close the office and let us operate. Well, you know, the office—the curtains were drawn down but the office girl and Mr. Flower still worked with the injunction on them.

So one Saturday morning the executive board and I went over to find out for sure if the office was open. We went upstairs and the door was wide open and there was Mr. Flower talking to some of the members.

We gave him a paper demanding that $535—and also we sent money to the international union for our stamps and they sent the stamps to Ed Flower, with our money—and also demanding the stamps, which he did not surrender.

So then they started to raid our territory. They started to take over the territory we always had. In other words, they confined us within the city limits of La Salle and Peru. We used to go clear out past Mendota and west as far as the Bureau County line and east halfway to Ottawa.

Senator CHURCH. Up to this point, so that I am clear, twice you had hearings before the court, once after an ex parte injunction had been issued. When the time came for the hearing on the merits, the court dissolved the injunction and put you back in charge of the union. That is correct; is it?

Mr. MATUAL. No. The court served their injunction without a hearing, and then we went back into court on October 17, 1956, and had an injunction issued against them to stop them from operating.

Senator CHURCH. As a counterpart union operating under the name of local 46?

Mr. MUTUAL. Of local 46.

Senator CHURCH. The court then issued the injunction against them?

Mr. MATUAL. Yes, sir.

Senator CHURCH. Was that done on the basis of a hearing?

Mr. MATUAL. Yes. All our injunctions were on hearings except their injunction. That was without a hearing (pp. 18028–18029).

Matual's further testimony regarding O'Brien's attempt to "buy him off" and Hoffa's responsibility in the affair is described in his own words as follows:

Mr. KENNEDY. Of course, Mr. Virgil Floyd has a very bad record, Mr. Chairman, and he was the one that Mr. Hoffa was trying to get them to merge with. As I say, at that time he had been convicted of this crime of extortion, and they were trying to get these locals to merge with his locals.

Now we are up to December 1956, and Mr. Floyd has gone to prison. In February of 1957 did you have a conversation with Mr. O'Brien?

Mr. MATUAL. Yes; I did. In February 1957 they sent down a committee to the Peru Hotel, that was on February 19, and they set up a meeting for 10 o'clock to meet our executive board. The head of that committee was Daniel Tobin, Jr., to give us a hearing on that trusteeship.

So we walked into the room and Mr. O'Brien was there, and Dave Sark was there. We sat down and Mr. Tobin got up and said, "There will be no attorneys allowed in this meeting." We told him that we would not sit in on the hearing unless our attorney was there with us.

He said, "Your attorney is not allowed," so we walked out with the attorney. We did not sit in with the hearing. So while we were out in the lobby of the Peru Hotel, Mr. O'Brien sent his attorney Joe Lanutti, to talk to our attorney, Howard Rhine, and asked for a meeting that afternoon at the Kaskaskia Hotel at 2 o'clock, one with me in one room and in the other room the attorneys would meet, and we accepted the invitation.

Mr. KENNEDY. Who were you to meet with?

Mr. MATUAL. John T. O'Brien.

Mr. KENNEDY. And your attorney was to meet with Mr. Lanutti?

Mr. MATUAL. Yes.

* * * * *

Mr. MATUAL. I walked in the room with John T. O'Brien and he said to me, "What does it take to get you out?" I said, "John, are you talking money?" He said, "Yes." I said, "The only thing that I ask, John, is a local union with local autonomy of our own. Is it hard to get that?"

He said he would talk to Dave Beck and find out. He is still talking to Beck. We never did hear.

In that same year, in November, Mr. Flower came into our office, the union office in Peru, and offered me a job with local 722. He offered me $125 a week, a car and expenses. I asked Mr. Flower if that was what he was receiving and he said he was.

I said to Flower, "If you are worth $125 a week, car and expenses, I am worth $150, car and expenses." He said, "We will give it to you." I said, "No, thanks; I will stay where I am at."

Our office girl was sitting there and she heard that one.

Mr. KENNEDY. Did you know who was behind all these efforts against you?

Mr. MATUAL. Yes.

Mr. KENNEDY. Who was?

Mr. MATUAL. Hoffa.

Mr. KENNEDY. In that connection, Mr. Chairman, and the fact that Mr. Hoffa plays such an important role in this, I would like to draw your attention to Mr. Hoffa's testimony in connection with this matter when he was questioned back in 1957, when all of this was going on.

I draw your attention to page 5061, on which he was asked by Senator Mundt, when he was being questioned about certain trusteeships, Mr. Chairman, he was asked about Peru. Then Senator Mundt asked at the top of page 5062:

"Senator MUNDT. Do you know the circumstances of that trusteeship?

"Mr. HOFFA. Not enough to talk about it; no sir."

He was the one that was behind this, he was the one you had the meeting with originally, who told you that you should join up with Mr. Floyd's local?

Mr. MATUAL. Yes, sir.

Mr. KENNEDY. And he is the one that met with you down in Dallas, Tex.?

Mr. MATUAL. Yes, sir.

Mr. KENNEDY. And he is the one that you met in the lobby of the hotel and in Mr. Dave Beck's room?

Mr. MATUAL. Yes, sir.

Mr. KENNEDY. And he told you that you were going to have to take these steps or be placed in trusteeship?

Mr. MATUAL. Yes, sir (pp. 18030–18031).

Matual described his contract negotiations in 1957 with the management of the Star Union Brewery as follows:

Mr. MATUAL. I went down to Star Union Beer Co. office and I contacted the general manager, Mr. Frank Kline, and we sat down and negotiated a contract, a 2-year contract, with a 10-cent increase the first year, plus commissions on delivery of beer in cases and beer in half-barrels, and a 10-cent increase the following year, and also an attachment to the contract which the men that worked there insisted they must have, and Mr. Kline agreed to it, that if the Teamsters International Union—I won't be able to quote this word for word, but I will do the best I can, because my memory is not too good on that—that if the Teamsters International Union is

> expelled from the AFL–CIO, that that contract with the Teamsters International Union would expire immediately but it would continue in full force to the regular expiration date, and the people could choose any union they desired.
>
> Mr. Kline agreed to that contract, but he said he could not sign it because Mr. [John] Clinch was the boss at that time (p. 18031).

Matual stated that he met with Clinch, attorney for the company, the following morning. Clinch refused to sign the contract unless it was negotiated by the Teamsters International. Matual told Clinch at that time:

> I have negotiated contracts now for 18 years, and I have never had an international union sit down and negotiate a contract with me in my life, and I don't need one now (p. 18032).

Clinch telephonically contacted John T. O'Brien, Dave Beck, and the international president of the Brewery Workers. These men were unable to help him, because at that time there was an injunction outstanding against the Teamsters International in that area. The men had gone out on strike that morning, as there was no contract. At the end of the day, Clinch gave his permission to Kline to sign the contract. As a result, the men returned to work the next day, after the 1-day strike.

Matual stated that he was not surprised at Clinch's attitude in wanting to bring in the international union, because he knew Clinch as a lawyer had represented members of the international in court who had been opposed to Matual's local 46. It is important to note that the last paragraph of the contract which was signed with the brewery states—

> If the Teamsters' International is expelled from the AFL–CIO Federation, then this contract with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, now AFL–CIO, shall terminate as of same date of expulsion, but this contract shall be in full force and effect from August 1, 1957, to August 1, 1958, by any other union our drivers may choose for their bargaining agent (p. 18033).

Matual related to the committee a series of court actions that occurred between his local 46 and certain dissident members led by John T. O'Brien and the rival local 46. In July 1957, charges were brought by Matual against O'Brien and Flower, charging violation of the injunction against the international. On August 12, 1957, the Illinois Appellate Court upheld the injunction. Subsequently Matual filed charges against O'Brien and Flower. They obtained a change of venue, but Judge Pucci from a neighboring county ruled that the trusteeship against Matual's local 46 was not valid. This decision was rendered in September of 1958. As a result of this action, the Teamsters International set up for the second time an alternate local 46 in La Salle, Ill. This new local 46 of Hoffa's proceeded to war against the true local 46, headed by Matual. In attempting to raid the membership of the bona fide local 46, employers were threatened if they

did not force their employees into the new Hoffa local. Matual cited one example to show the extreme measures Hoffa and his henchmen took to accomplish their purpose. Matual had gone to a bakery to encourage the employers there to remain in his union. Flower, accompanied by a man by the name of Benning who had been sent up from southern Illinois, appeared on the scene. The employees demanded a debate to see what union they would belong to. The situation was debated and the employees voted, 19–2, to stay with the bona fide local 46. Immediately thereafter, the Teamsters International contacted the bakery's parent company in Milwaukee and exerted sufficient pressure to force the bakery to put its employees into the Hoffa-created local 46.

Subsequently Hoffa set up a committee of three individuals to consider the question of whether to impose an additional trusteeship on local 46 at La Salle. Matual was invited to a meeting but refused. The decision was reached that a trusteeship should be imposed. Thereafter, Sark and Flower came down to impose a trusteeship in October 1958 but the members still refused to recognize a trusteeship. Matual and his executive board went to Chicago and met with O'Brien. They were informed by O'Brien that they could have an independent local or they could accept trusteeship.

Matual and his fellow officers returned to La Salle, called a special meeting of the membership, and took a vote. Matual stated that 165 men voted to go independent, 15 voted to join local 722, and 15 men voted to accept a trusteeship. As a result, local 46 went independent and thereafter affiliated with District 50 of the United Mine Workers. This occurred November 22, 1958.

Even though Matual and his union had withdrawn from the Teamsters, they were soon to learn that Hoffa and his henchmen were still to play a prominent part in the future of that small local. Matual told the committee that, after his union went into the United Mine Workers, he contacted Mr. Kline, general manager of the Star Brewery, and requested that the brewery recognize the new union. Kline had to take the matter up with Attorney John Clinch, who refused to sign the recognition, so district 50 went on strike January 9, 1959.

The Teamsters were not long in swinging into action. In 2 days, they imported about 10 cars of strikebreakers, and Flower led these men through the picket line into the brewery. None of the brewery employees had ever gone over to the Hoffa-created local 46 led by Flower. These teamsters were unsuccessful in breaking the strike, however, and about a month later, they brought in additional "scabs" from other cities in Illinois and from as far away as St. Louis. When asked the position of the authorities in Peru, Ill., toward the importation of "scabs," Mr. Matual stated that—

> the majority of Peru and the police department went in and notified John Clinch that if there was any skulls to be broken, it wouldn't be the people of this community, it would be the outsiders that they have imported (p. 18038).

This second attempt to break the strike was likewise unsuccessful, and as of the time of the hearing, the employees were still on strike. Matual told the committee that, some time in February of 1959, Clinch announced he had signed a contract with O'Brien of the Teamsters,

but the workers never saw the contract, and O'Brien did not then nor does he yet represent any of the employees.

Matual made it clear that there was no dispute between his union and the management of the brewery. He and Mr. Kline had previously agreed on a contract, and as Matual put it, "Mr. Kline would sign up with us tomorrow morning, if he could." He stated that Clinch, who represents the company, has also represented O'Brien and those dissident union members who were used by O'Brien, at the direction of Hoffa, to form the rival Teamster Local 46. It was Clinch, who favored O'Brien and his group, who was preventing the brewery and its employees, now members of district 50, from signing a contract and getting the men back to work. In response to the chairman's questions, Matual described the situation as follows:

> The CHAIRMAN. We have been talking about democracy, getting a little democracy in unions. Is that all you have been fighting for, the right for your men, the people who constitute your local there, to have the right to make their own decisions?
>
> Mr. MATUAL. Yes. I was elected by the people and I thought I would serve them just the way they wanted me to serve them.
>
> The CHAIRMAN. Do you still have the support of a majority of them?
>
> Mr. MATUAL. Yes.
>
> The CHAIRMAN. Are you still out on strike?
>
> Mr. MATUAL. Yes, sir.
>
> The CHAIRMAN. They have not been able, with the help of these outsiders, to break your strike yet?
>
> Mr. MATUAL. Not yet.
>
> * * * * *
>
> The CHAIRMAN. As I understand, there is no difference between you and the company, between your union and the company, with respect to wages or terms of employment or working conditions; there is no issue there?
>
> Mr. MATUAL. No issue whatsoever.
>
> The CHAIRMAN. It is just a question of who is going to get the money from the dues?
>
> Mr. MATUAL. That is right.
>
> The CHAIRMAN. And who is going to manage and control the union; is that right?
>
> Mr. MATUAL. No; who is going to be the representative of those people.
>
> The CHAIRMAN. They are the ones who really control it.
>
> Mr. MATUAL. That is right.
>
> The CHAIRMAN. Certainly that would be true if the other side gets it; is that correct?
>
> Mr. MATUAL. Yes.
>
> The CHAIRMAN. I just saw here this morning when we heard the testimony of this man O'Brien they just take 90 cents out of $4 and spit it up in great big commissions and got such a big hunk they can't take it all out now. They have to leave some of it in the deep freeze for retirement (pp. 18040–18042).

The impression created by Matual and his frank disclosures to the committee were expressed by the statement of Senator Church.

> Senator CHURCH. * * * this witness' testimony indicates how very difficult it is for the rank and file to deal with those in command of the Teamsters International. So often we hear it said, "Why don't these working people rise up and throw the rascals out?" Well, that is much easier said than it is done. I think this story exemplifies that fact very well.
>
> I want to commend the witness for the way he stood up for his rights and for the rights of his people. In the long run, the best work will be done by men like the witness, who are determined to fight for their rights and the rights of the people they represent, and are not going to permit themselves to be shoved around. I think we owe this witness a good deal in coming here today and giving us his story (p. 18041).

Attorney Clinch identified himself to the committee as the city attorney in Peru, and also as a director, secretary, vice president, and counsel for the Star Union Brewery. He said his wife's family owns a major interest.

Clinch told the Senators that starting back in 1956, he represented a group of members in local 46 in their differences with Barney Matual. For this representation, he was initially contacted by one John Sharp and six other members of the union. Subsequently, in 1957, he became attorney for the Star Union Brewery, whose employees belonged to local 46. However, he continued to represent this small faction in local 46, even though that union held a contract with the brewery.

The committee went into the matter of the contract between the Union Star Products Co. and the International Brotherhood of Teamsters. Clinch admitted he had signed such a contract in behalf of management, with John T. O'Brien signing for labor, but he was vague as to the date this contract was signed. The contract itself was undated. Since all the employees covered by this contract had withdrawn from the Teamsters International and had affiliated with District 50 of the United Mine Workers, it was obvious that O'Brien could not have represented the employees unless this undated contract had been signed between October 6, 1958, when the trusteeship was imposed on local 46, and November 22, 1958, when the men withdrew from the IBT and affiliated with the UMW.

Clinch admitted that, in signing this contract with O'Brien, he made no effort to consult with the employees beforehand, and did not know when the employees disaffiliated with the Teamsters and joined the UMW. Upon further questioning, Clinch admitted that on February 5, 1959, he signed an additional contract with Teamster Boss O'Brien while the employees of the union were out on strike. It was at this time that the Teamsters Union was trying to break this strike. The effect of Clinch's testimony relative to his actions in this matter is clearly shown in the comments of Chief Counsel Kennedy:

> Mr. KENNEDY. It seems very peculiar to me that way back in 1957 you were representing people who were opposed to Mr. Matual and were pro-Mr. O'Brien; that you became the attorney for the brewery; that you continued to represent

these people, and then suddenly, in the end of 1958, you say that you signed a contract, which is undated (p. 18046).

* * * * *

Mr. KENNEDY. Isn't it a fact that this was all concocted between you and Mr. O'Brien, that the United Mine Workers represented these employees, that you figured out with Mr. O'Brien that you couldn't sign a contract in February of 1959, that the United Mine Workers represented the employees, so that you would say that you signed a contract earlier, in late 1958, when the local was under trusteeship, and that this was just bringing the contract that you signed in February 1959 up to date and trying to give it some legality? (P. 18049.)

Clinch's actions in this matter developed a new perspective when he admitted receiving a $4,000 check from the Teamsters "for the payment of my statement of account." The best recollection of when he received this check was that it was some time in November 1958. He maintained he saw nothing wrong in receiving money from the Teamsters International while representing the employer in bargaining with the union.

Through Staff Member Carl M. Schultz, the committee brought out that the total amount expended by the Teamsters International in its unsuccessful fight to get Matual and his union members to "knuckle under" was $26,093.66. Staff Member Walter J. Sheridan testified that another $5,000 was advanced by Harold Gibbons to O'Brien to aid in the fight against these men who insisted on maintaining democracy in their union.

After much equivocation and evasion, Clinch also admitted further having had several long-distance telephone conversations, one for as long as 58 minutes, with Sark and O'Brien at the time the employees struck the brewery in January 1959. He maintained he did not discuss with them the sending in of strikebreakers, but did admit discussing "unemployed brewery workers on their way from St. Louis to make application for jobs."

A letter from the mayor of La Salle was read, in part, into the record. With reference to the situation under discussion, the mayor's letter said:

Realizing the impact upon our community, a committee was composed of leading citizens. Six meetings were held with the international, with district 50, and with Attorney Clinch who is also secretary of the Star Union Brewery Co. Many things were brought to light and the citizens committee, upon their investigation, recommended, with the consent of Mr. Davis, president of the Brewery Workers Union, that district 50 would immediately remove the picket lines, the men would go back to work, and that the brewery owners, headed by Attorney Clinch, would apply at once to the National Labor Relations Board for a vote to designate bargaining agent. The Brewery Workers Union and District 50 UMW Union agreed to the recommendation, but the Teamsters International refused. This would not have made any difference, inasmuch as Mr. Clinch did agree to such proposal at the meeting but

the next day refused to go along, proving to the committee that he was either being high-pressured or was taking sides with Teamsters International (p. 18059).

To this, Clinch said, "That is the mayor and I know him well. He is mistaken on that. I did not agree and then reverse my position."

As was to be expected, O'Brien, when questioned as to his part and the part played by Hoffa in attempting to enforce their will on the men in Matual's union, took the fifth amendment.

The names of Paul and Allen Dorfman were injected into the testimony again when the committee endeavored to ascertain the source of more than $34,000 that was supplied to Hoffa's codefendant at the New York wiretap trials, Bernard Spindel.

The inquiry into this phase of Hoffa's activities was prefaced by a flat denial on the part of Hoffa that either of the Dorfmans gave him any money in 1957, 1958, or 1959.

Mr. KENNEDY. Did they give you any money that you in turn were to give to anyone else?

Mr. HOFFA. No.

Mr. KENNEDY. Specifically, did you receive an envelope of money from them during the trial in 1957 up in New York?

Mr. HOFFA. I did not.

Mr. KENNEDY. In connection with the wiretapping trial?

Mr. HOFFA. I did not.

Mr. KENNEDY. Did you receive any money from them directly or indirectly during that trial?

Mr. HOFFA. I did not.

Mr. KENNEDY. Do you know if anyone else received any money directly—anyone associated with you received any money directly or indirectly from any of the Dorfmans?

Mr. HOFFA. I can only speak for myself (p. 19814).

The committee interrupted the examination of Hoffa at this point to get into the record all of the testimony as to the financing of Spindel during the trials.

Edward H. Levine, a New York attorney, testified that he and Spindel went to Hoffa's headquarters in Detroit in February 1958. In a bathroom adjoining the office Spindel received an envelope containing $10,000 in $50 bills from Hoffa's chief lieutenant, Owen Bert Brennan, which he in turn handed to Levine. Levine said he counted the money when he and Spindel returned to their hotel.

Mr. KENNEDY. Isn't it a fact that you hid the money in one of your slippers, around which you tied a necktie, and you held on to the tie all night so Spindel wouldn't take the money?

Mr. LEVINE. I put it in one of my slippers. I mean, I just wanted to make sure that it stuck to me.

Mr. KENNEDY. Then you went back to New York, and shortly afterward you received a telegram from Mr. Spindel telling you that he no longer wished you to represent him; is that right?

Mr. LEVINE. That is correct.

Mr. KENNEDY. And you were angry at that and had no intention of returning the money to Spindel. However, you

were prevailed upon by Mr. Singer who, I believe, was Mr. Hoffa's attorney, and George Fitzgerald, and you finally wrote a $5,000 check to Arnold Fassler; is that correct?

Mr. LEVINE. That is right.

Mr. KENNEDY. Then Fassler was the one who had been selected to represent Spindel in connection with the second wiretrap trial (p. 19817).

Brennan was summoned for interrogation about the $10,000 and took the fifth amendment. He was also questioned about another $2,500 in cash which he gave to Attorney Sol Gelb of New York in the fall of 1957 as a fee for Harris B. Steinberg, another New York lawyer, to represent Spindel in the earlier stages of the case. Again Brennan took the fifth amendment.

Committee counsel asked these two questions:

Mr. Brennan, is any of this cash that you always seem to have available and which you share with Mr. Hoffa periodically, is any of that money, any or all of the money coming from employers?

Isn't it correct that that is the source of all of this money that you received as payoffs during the period of the last 20 years that you have been active in the trade union movement? That much of the money for you and Mr. Hoffa is given to you and that you hold it and that it is charged to the so-called gambling, collections received or gambling, when in fact it comes from employers? (P. 19820.)

Again Brennan asserted his privilege against self-incrimination by invoking the fifth amendment.

Mr. KENNEDY. Mr. Hoffa, could you tell us what the source of the $10,000 is?

Mr. HOFFA. You just ask Brennan.

Mr. KENNEDY. Will you give us any information?

Mr. HOFFA. No. Get it from Brennan. I don't have it.

Mr. KENNEDY. You don't have any idea where the $10,000 came from?

Mr. HOFFA. Brennan did not discuss the matter with me.

Mr. KENNEDY. I will say the same thing to you that I said to him. Isn't it correct that a good deal of this money comes from the representatives of employers, that this is cash that is kept by Mr. Owen Bert Brennan that you expend as the moment is appropriate and that, in fact, this is not gambling money at all but that this is money that comes from employers, is payoffs to you and Mr. Brennan?

Mr. HOFFA. I will tell you that that is a lie, and I will tell you you have no right making a statement without proof, and I will further tell you that you are putting it in the transcript to get a headline, and it is a disgrace to the U.S. Senate to make the statement.

Mr. KENNEDY. You tell me where the money came from, Mr. Hoffa.

Mr. HOFFA. I don't know where it came from.

The CHAIRMAN. Just one moment. The Chair will not permit that statement to be made here unchallenged. Here are circumstances about money being spent for your benefit.

Mr. HOFFA. It was not my benefit.

The CHAIRMAN. Well, it has been to your benefit. You have been claiming it is money received from gambling receipts, playing the horseraces. The man who is your close associate in the union, who occupies a high position with you and who is handling these funds, takes the fifth amendment on the same question. There is no reason why you should not be asked it.

Now, you certainly can deny it. It is your privilege. You may be denying it truthfully, but this rash statement you just made will not be accepted by this committee without a statement to the effect that the question is quite proper and it will be asked. The record will retain the statement and the answer in it.

Mr. HOFFA. I have answered the question, sir.

The CHAIRMAN. The record is made and the record will stay just that way.

Mr. HOFFA. Fine. My answer remains (p. 19821).

Spindel was called to the witness stand. He gave his residence as Fernando Juan, P.R., and his business as an "electronic technician." Beyond that, he took the fifth amendment.

Mr. KENNEDY. Mr. Hoffa, was there a fund that was raised during this period of time, from any source?

Mr. HOFFA. I so stated the last time I was here that there was a fund.

Mr. KENNEDY. Who was in charge of that fund?

Mr. HOFFA. Walter Schuler, it is my understanding.

* * * * *

Mr. KENNEDY. Where did the money come from?

Mr. HOFFA. I think you will have to get that information from Schuler (p. 19822).

Schuler, who identified himself as a business agent for Brennan's local 337, also invoked the fifth amendment when he was summoned to the stand.

Mr. KENNEDY. Mr. Chairman, this is, of course, once again the pattern. Mr. Hoffa obviously wants the committee to have the information. Could I suggest that Mr. Schuler, rather than testifying, tell Mr. Hoffa what the answer is, how much money was collected, and then Mr. Hoffa can tell us? Mr. Hoffa, of course, has all of those individuals around him take the fifth amendment so that nobody will be able to testify regarding his activities.

* * * * *

The CHAIRMAN. Will you whisper to Mr. Hoffa over there and tell him? Will you do that so that he might give us the information of what you say?

* * * * *

Mr. KENNEDY. Could we ask Mr. Hoffa to come forward and ask him if he won't ask Mr. Schuler the source?

The CHAIRMAN. Mr. Hoffa, will you help us clear it up? * * *

Mr. HOFFA. I do not want to infringe upon a man's right to exercise a constitutional privilege.

* * * * *

Mr. KENNEDY. Mr. Hoffa, can I ask you this: Is there anybody else who would have any information in connection with this fund?

Mr. HOFFA. To the best of my recollection, this is the man—to the best of my information, this is the man that should be able to answer.

* * * * *

Mr. KENNEDY. And you won't get the information from Mr. Schuler?

Mr. HOFFA. Well, you get it (pp. 19823–19824).

Carmine S. Bellino, staff investigator, testified as to several interviews he conducted with Spindel. He quoted Spindel as confirming the delivery of the $10,000 by Brennan in the Detroit bathroom, and testified that Spindel received a total of $19,950 in cash from Hoffa and his associates, while another $14,200 was paid to attorneys who represented him.

Bellino said Spindel admitted having received $6,000 in May of 1957 from a source he felt was indirectly from the Teamsters but he was unable to tell. On September 6, 1957, George Fitzgerald, a Teamster attorney, delivered another $5,000 in the presence of Hoffa at the Travelers Motel at La Guardia Airport, Bellino declared, and a check on Spindel's statement showed that Fitzgerald and Hoffa were registered at the motel on that date. Bellino also quoted Spindel as having told him that Hoffa gave him approximately $300 a week during November–December 1957 for a total of about $1,500, and that he received another $1,000 from Hoffa just before Christmas.

Mr. KENNEDY. Where did he say the last $1,000 came from?

Mr. BELLINO. That came from Mr.—Mr. Hoffa called Allen Dorfman aside, and they went off into the corridor, into the stairway.

Mr. KENNEDY. In the courthouse?

Mr. BELLINO. In the courthouse, the Federal Building. Allen Dorfman took out some enevelopes that he had in his pocket, and he said, "Do you want them all? to Hoffa, and Hoffa said, "I just want one." He gave him one and he turned it over and gave it to Mr. Spindel.

Senator CURTIS. Who handed it to Spindel?

Mr. BELLINO. Hoffa. Hoffa got it from Allen Dorfman. The previous day he told us he noticed Paul Dorfman handing an envelope with some money in it to Mr. Hoffa (pp. 19826–19827).

Benjamin Dranow, another close associate of Hoffa, was also providing money for Spindel, Bellino stated, having sent $300 in January 1958 and $300 through Seymour Svirsky on March 6, 1958, and another $300 on March 20. In April there was $450 from Abe Gordon, boss of corruption-tainted local 805 in New York, who also was a fifth amendment witness when he appeared before the committee. Dranow supplied another $200 in August 1958; $900 came from George Fitz-

gerald, and $50 from Joe Konowe, another Teamster official. Spindel also told him about another $1,000 given to him by Hoffa in August 1958, Bellino testified, and he also reported that Fassler, the lawyer who replaced Levine, was paid another $1,700 in addition to the $5,000 paid over to him by Levine.

> Mr. KENNEDY. Did Mr. Spindel declare any of this money?
> Mr. BELLINO. I understand he didn't file any return.
> Mr. KENNEDY. That, Mr. Chairman, is trying to help in finding where this money came from. Of course, it is unsatisfactory, because it would be far better to have the witness testify firsthand, or it would be far better to have Mr. Schuler, or Mr. Brennan, or any of these other Teamsters officials come in and give us the information. But Mr. Hoffa has arranged that they will not, so that is the best we can do on it (p. 19828).

Spindel refused to waive his right to take the fifth amendment but claimed there were inaccuracies in Bellino's testimony and he added that "I would like to make a statement pertaining to the chief counsel of this committee."

> Mr. KENNEDY. I have had some conversation with Mr. Spindel. Mr. Spindel wanted material that we had obtained from him kept confidential. I had some conversation with him along those lines. After he had given me the information, he wanted to have my agreement that it would be kept confidential. At that time, of course, I wanted him to testify. He made a statement to me at that time that it would be possible, that he would consider testifying if it would be possible for me to make arrangements to have him set up in business in Puerto Rico.
> Mr. SPINDEL. That is an absolute lie and he knows that.
> Mr. KENNEDY. It would not have to be handled directly, Mr. Chairman, it could be handled indirectly.
> The CHAIRMAN. Let us not go into this now. If we are going to do that, this witness will have a right to make a statement (p. 19829).

When Spindel persisted, Chairman McClellan ruled that he would not be permitted to make any statement unless he was willing to testify fully "regarding the subject matter about which you have been interrogated."

Bellino testified that the original source of the money has not been found and added—

> We do have Allen Dorfman going to a safe-deposit box from time to time around this period; we find Robert Holmes going to a safe-deposit box; we find Josephine Hoffa going to her safe-deposit box; we find Frank Collins going to a safe-deposit box around this period of time.
>
> * * * * *
>
> The CHAIRMAN. * * * Mr. Hoffa, you have heard this testimony. Do you want to make any statement about it?
> Mr. HOFFA. I have no comment, sir. I have to say that I have another flight at 6:25, if it is possible to make that.

The CHAIRMAN. I will do my best (pp. 19830–19831).

The Dorfmans came back into the picture for a third time when Hoffa was questioned at length about the spending of more than $10,000 of the funds of his own local 299 for the purchase of quonset huts which wound up eventually at his Lake 13 Hunting Lodge in Michigan and at the Dorfman-Hoffa-Brennan-owned Jack-O-Lantern Lodge at Eagle River, Wis. According to the testimony, local 299 was still "out of pocket" to the extent of $7,471, 3 years after the huts were purchased.

Hoffa acknowledged that he had purchased two of the huts for the Lake 13 Lodge but "the balance of them I can't explain to you where they are or much about them. The secretary-treasurer handles that relationship and I can't give you an answer" (p. 19754).

Hoffa said that the Lake 13 Lodge was owned by Mrs. Hoffa and Mrs. Brennan. When ask if local 299 had been reimbursed for the huts, Hoffa retorted, "I suggest you ask the secretary-treasurer, don't ask Hoffa" (p. 19754). He also asserted that the union purchased the huts from the Detroit Housing Authority "for purposes beneficial to the union" but decided later that they would not be and determined then to sell them and recapture the money. Frank Collins was identified as the secretary-treasurer.

Mr. KENNEDY. We were requested yesterday not to call Mr. Collins.

Mr. HOFFA. That is right, because he is under indictment in New York where he was convicted, and he is up on appeal. I think it would be unfair to call him.

Mr. KENNEDY. This is one of the things where we go around in circles, Mr. Hoffa, where you say you don't have the information, but you refer us to somebody who can't answer the question.

Mr. HOFFA. I assume you have a staff who handles some of your small problems, and you don't take care of all of them. I don't propose to run our union by a one-man operation.

Mr. KENNEDY. You could have found out about the huts.

Mr. HOFFA. Why should I?

Mr. KENNEDY. You knew there had been discussions and we were inquiring into them.

Mr. HOFFA. We did not care.

Mr. KENNEDY. You did not care?

Mr. HOFFA. No.

Mr. KENNEDY. Did you know the union had not been reimbursed for the quonset huts in the fall?

Mr. HOFFA. If they have not, there must be an explanation.

Mr. KENNEDY. Didn't you inquire?

Mr. HOFFA. It isn't my responsibility to inquire into that. It can probably be amply answered by the individuals responsible for the situation.

* * * * *

Mr. KENNEDY. Mr. Frank Collins. Mr. Frank Collins can't answer because he is under indictment, you said.

Mr. HOFFA. Would you take due process away from him because of that?

Mr. KENNEDY. No, but I want to get the answers.

Mr. HOFFA. You can't get get them from somebody who would not guess for you and I won't guess for you.

Mr. KENNEDY. That is just a general pattern for you (pp. 19755–19756).

Hoffa was then reminded that Collins' attorney, in requesting that Collins not be questioned, had told the committee that Collins did not know anything about the huts.

Mr. HOFFA. Maybe he don't, but as secretary-treasurer he may have delegated it. We don't have a small organization of two people running an office. We delegate authority to people to carry out small details (p. 19756).

* * * * *

Mr. KENNEDY. Did you have anything to do with sending the huts to Allen Dorfman?

Mr. HOFFA. I didn't handle the trucks. I don't go out and take down quonset huts, Mr. Kennedy.

Mr. KENNEDY. You have somebody else do that for you?

Mr. HOFFA. I would hope.

Mr. KENNEDY. Did you discuss with Allen Dorfman the sending of these quonset huts to his location, or his place?

Mr. HOFFA. I have no recollection of that discussion, and I do not believe such a thing would have come to my desk for discussion (p. 19759).

Hoffa admitted that he and Brennan each had a 25 percent interest in Jack-O-Lantern Lodge, with the Dorfmans holding the remaining 50 percent at the time of the hut deal. He said he sold his interest late in 1958 for $10,000 to the Dorfmans. Hoffa professed to have no memory of any conversation with J. L. Keeshin relative to using Keeshin's freight line to ship the huts to the Dorfman camp.

Committee Accountant Bellino testified that the expenditures from the local 299 treasury for the quonset huts were made during the period from June 5 to September 7, 1956, and totaled $10,436.72. Reimbursements approximated $2,900, leaving the union still out almost $7,500. Of the 19 huts purchased, 6 were left standing, and the Detroit Housing Authority refunded $950 on these. Bellino fixed the average cost of each hut at $559.36 and said that Hoffa had only partially reimbursed the union for the two huts that went to Lake 13.

Mr. HOFFA. I don't believe it. I haven't got the figures but I will get a breakdown and let you know about it (p. 19762).

Regarding the undetermined number of huts shipped to the Dorfman camp Bellino said there was no evidence of any reimbursement.

Mr. HOFFA. I tell you no later than a week or so ago I was talking to Allen Dorfman. Allen told me, "I sent a check in." I said, "What for?" He said, "I got a call from Detroit I owed some money for the quonset huts I got. I sent it in." I said, "Fine." That is all I know about it.

Mr. KENNEDY. How long ago was this?

Mr. HOFFA. A week ago when I was in San Francisco.

Mr. KENNEDY. That is it. We started our investigation, and now the union is starting to be reimbursed.

* * * * *

Mr. KENNEDY. Mr. Bellino, having studied these records and other records, what do you understand has occurred here?

Mr. BELLINO. This would appear to be a misappropriation of union funds.

Senator KENNEDY. Why would that be so?

Mr. BELLINO. There is no authority, no information in the minutes that we could find authorizing these expenditures, and they are going on places which are privately owned; no union function we could find (p. 19762).

Bellino testified that Hoffa was credited with payment of $400 each on the two huts he purchased and still owed approximately $310. On the Hoffa claim that Dorfman had sent in a check for the huts sent to Wisconsin, Bellino asserted, "I have no record of the payment of last week."

Mr. KENNEDY. When you talk about misappropriation, up until 2 weeks ago when we began our investigation, this was a misappropriation of funds by Mr. Hoffa as well as these other individuals.

Mr. HOFFA. Don't you say that. This is not a misappropriation of funds. This is an outstanding bill which will be collected in my opinion to the fullest extent of the dollar value.

Mr. KENNEDY. How long ago were these huts purchased?

Mr. BELLINO. In 1956.

Mr. KENNEDY. So they are reimbursing some 3 years later.

Mr. BELLINO. That is right.

Mr. KENNEDY. After the investigation began.

Mr. BELLINO. That is correct.

Mr. HOFFA. That is not true (p. 19765).

Harold Ranstad, another committee investigator, testified that three shipments totaling 34,580 pounds were made from Detroit to Eagle River, Wis., via C. A. Conklin Truck Line, Inc., now Keeshin Transport System, Inc. Hoffa was listed as the shipper. The freight charge in each instance, including taxes, was $253.69, and the company records show that the bills were never paid.

Mr. KENNEDY. We examined the records of the Keeshin Co. Incidentally, that is the same Mr. Keeshin who, according to Mr. Hoffa's testimony, loaned him some $5,000 in cash. Is that the same Mr. Keeshin?

Mr. HOFFA. I understand he verified it, too (p. 19767).

Regarding the unpaid freight charges, Hoffa declared that they were a responsibility of Jack-O-Lantern Lodge "and I suggest that Keeshin collect it from Jack-O-Lantern and we will close the issue (p. 19768).

The committee's final canvass of the situation in the New York area emphasized the recognizable fact that displacing a deeply entrenched

racketeering element in a labor union is a task of formidable proportions. Again the competent evidence adduced at the committee's hearing clearly established that Hoffa never has entertained any intention of moving to rid the Teamsters Union of those racketeers who have supported him and his policies.

The case in point involved John McNamara, secretary-treasurer of local 808 and president of local 295, who had been tried and convicted with the notorious Johnny Dioguardi on extortion charges, a conviction which was later set aside by the appellate division in a 4-to-1 decision (*People* v. *Dioguardi*, 188 N.Y.S. 2d 84). The New York County district attorney has asked the Court of Appeals of the State of New York for a review of the appellate division ruling.

Previous hearings by the committee have shown that McNamara was one of the principals in the conspiracy to rig the election of John O'Rourke as president of Joint Council 16 in 1956 as a necessary element of the plan spearheaded by Hoffa to eliminate Thomas Hickey, an avowed Hoffa foe, as a power in New York Teamster Union circles. The earlier testimony spelled out the collusive arrangements between Dio, Tony Ducks Corallo, and other lesser New York hoodlums to accomplish this objective through the chartering of the seven paper locals. McNamara was identified as the one who went to Washington headquarters of the Teamsters and picked up the charters for the paper locals. He was also identified as the one who arranged the distribution of the locals which were ultimately dominated and controlled by Dio and Corallo.

McNamara was summoned before the committee in 1957 and took the fifth amendment. When Hoffa later appeared, he stated to the committee that on the basis of the testimony during the 1957 hearings he felt that McNamara was responsible for bringing the paper locals into the Teamsters International and that he would hold a hearing and take disciplinary action against him.

O'Rourke, the secretary-treasurer of local 282, also invoked the fifth amendment when he appeared on August 15, 1957. When Hoffa moved into the presidency of the international, O'Rourke became an international vice president; he has also become president of Joint Council 16. On May 28, 1959, O'Rourke was arrested and indicted in Nassau County along with Joseph DeGrandis and others on charges of conspiracy, extortion, and coercion based on an allegation that the defendants were using Teamster Local 266 to collect tribute from jukebox operators. He is now awaiting trial.

The events occurring both before and after the election of officers in McNamara's local 808 in December of 1958 were related to the committee by Edward McCormack and Michael Clements, candidates on a dissident slate bent on overthrow of the McNamara regime, and by George J. Abrams, chief investigator for the Honest Ballot Association in New York and executive secretary of its committee on labor relations. Following is a summary of the facts developed by their testimony:

(1) Nominations were made at a general membership meeting on November 9, 1958. A decision was reached to have the election conducted by the Honest Ballot Association and each candidate was required to pledge to abide by the rules and findings of the association.

(2) McCormack opposed McNamara for secretary-treasurer, and Clements ran against Henry Fitzpatrick for business agent.

(3) A register of members whose dues were paid through November was prepared. At the election the right of four members to vote was challenged, but they were permitted to make out paper ballots, which were sealed until it could be determined whether counting them conceivably could influence the result of the total vote which was recorded on a voting machine.

(4) When the machine was opened after the balloting on December 14, 1958, it was found that two McNamara supporters, Edward Corrigan and John McCarthy, had been elected president and recording secretary, respectively. However, four candidates of the rank-and-file dissidents had been elected. They were John McManus, vice president, and John Kelly, John Dawson, and Joseph Malloy, trustees. Clements nosed out Fitzpatrick for business agent but McCormack and McNamara finished in a dead heat for secretary-treasurer, 439–439.

(5) Immediately after the election McNamara challenged six votes that had been cast on the machine. All six of these members had produced their books showing their dues completely paid up, but after the election the union's records were brought in to show that the dues were not paid for a particular period before the election. There were also statements by the trustees that they automatically put stamps in the dues books of the six members when they said that the dues were checked off at their place of employment.

(6) The four paper ballots were opened and the result was recorded as favorable to McNamara, 442–440. But the Honest Ballot Association ruled that the challenge of the six machine votes was also valid and, since there was no way of determining for which candidate these six votes had been cast, and, since McNamara's margin over McCormack was only two, that a runoff election was necessary.

(7) Clements had defeated Fitzpatrick, 440–432. Since his margin was sufficient, even with the deduction of the six votes, he was certified the winner. The other six contests were not affected by the challenged votes and the winners were certified.

(8) Notwithstanding the preelection stipulation that all candidates would abide by the Honest Ballot Association ruling, McNamara has announced that he considers himself duly elected and has refused to participate in any runoff election.

Abrams testified that his association has conducted several thousand elections, and this was the first time that its decision had been repudiated.

Clements testified that the McNamara forces tried to block him from being sworn in as business agent but did not succeed. When he reported for duty the next morning, Clements testified, he was told by McNamara, "I didn't tell you to come here. I haven't got the money to pay you."

At the election the anti-McNamara faction had gained control of the executive board, 4 to 3, and Clements said that at the end of the first week the majority insisted that Fitzpatrick leave the office and that Clements take over as business agent and be paid.

McNamara replied that he was hiring Fitzpatrick as his clerk and that he would be paid a driver's salary of approximately $100 a week instead of the $208 weekly that he had received as business agent. However, it was soon ascertained that he was receiving an additional $100 a week on the premise that this was an accrual of back pay which had been voted in 1949 but withheld because of an insufficiency of funds in the treasury at that time.

Clements declared that the majority faction requested an examination of the books, and an appointment was made.

> Mr. KENNEDY. To determine the authorization for the back pay?
>
> Mr. CLEMENTS. To examine the books, and during this examination of the books, the trustees asked for authorization of the salary listed as expenditures. What they wanted in particular were minutes of the meeting that followed the meeting in which an increase had been granted in January of 1949. Those minutes were not shown to the trustees, and they were not available. The trustees refused to sign the books. Brother McNamara stated that he would bring charges against them, and it was their duty to sign the books, and it was not their concern to question the expenditures made but only to see that they tallied with the canceled checks (pp. 18877–18878).

McNamara did bring charges against the trustees, Clements said. Union law required that the president designate disinterested parties to substitute on the executive board for the three trustees and McNamara for the trial of the charges. Clements testified that the president, a McNamara man, appointed substitutes who were "the strongest adherents of McNamara" (p. 18878).

> Mr. KENNEDY. So what happened?
>
> Mr. CLEMENTS. The trustees were suspended for 1 year from their jobs.
>
> Mr. KENNEDY. For not signing the books?
>
> Mr. CLEMENTS. For not signing the books (pp. 18878–18879).

An appeal to the joint council headed by O'Rourke brought a decision 2 weeks before the committee hearing that the trustees were guilty as charged, but that the sentence was too harsh, and the trustees should be reinstated.

Clements testified further that the union president holds that any motion made by a member of the majority faction is "out of order" unless the McNamara adherents appove of it, and that no legal remedy is available because no court will entertain any action in the absence of evidence that all appeal procedure within the union has been exhausted.

> The CHAIRMAN. I kind of have a suspicion that you favor a bill of rights for a union.
>
> Mr. CLEMENTS. You're darn tootin' I do (p. 18882).

The committee summoned McNamara to the witness stand and he took the fifth amendment to all questions.

The CHAIRMAN. It appears here that the members of the union in good standing, who became candidates and who were elected to office, now find that they have no authority, or that their rights and power to perform their duties are being denied to them by you.

Do you say that is true or not true?

Mr. MCNAMARA. I decline to answer the question on the ground the answer might tend to incriminate me.

The CHAIRMAN. You think it would tend to incriminate you if you answered truthfully?

Mr. MCNAMARA. It might, sir.

The CHAIRMAN. I see.

Well, you then are conceding, are you, that in your union, where you are the secretary-treasurer, you practically dominate the union irrespective of a majority view of your members? Is that correct?

Mr. MCNAMARA. I decline to answer the question, Senator, on the ground the answer might tend to incriminate me.

The CHAIRMAN. If that is true, as has been testified here, these men are in some measure enslaved, are they not, instead of being free American citizens?

Mr. MCNAMARA. I decline to answer the question, Senator, on the ground the answer might tend to incriminate me.

The CHAIRMAN. And it becomes more and more apparent as we hear testimony from great union leaders like you, that law is needed in this country to free these men from their bondage and grant to them the bill of rights in union halls that they are entitled to exercise as American citizens.

Don't you agree?

Mr. MCNAMARA. I decline to answer the question, Senator, on the ground the answer might tend to incriminate me.

The CHAIRMAN. I expected just that kind of an answer from you (pp. 18884–18885).

O'Rourke followed McNamara to the stand and also invoked the fifth amendment to all questions.

Mr. KENNEDY. Have any steps been taken in the joint council in New York City to clean up the situation that exists there, Mr. O'Rourke?

Mr. O'ROURKE. I respectfully decline to answer because I honestly believe my answer may tend to incriminate me.

Mr. KENNEDY. Specifically, for instance, in the case of Mr. Bernie Adelstein, hasn't there been some discussion about getting rid of Bernie Adelstein as an officer of the joint council, and yet isn't he still an officer of the joint council, even though he has been convicted?

Mr. O'ROURKE. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (p. 18886).

When Hoffa was testifying before the committee in September 1958, he furnished a list of individuals he said had been removed from positions within the Teamsters Union because of convictions for crimes. One of those named was Sam Goldstein, president of local

239 in New York City, the secretary-treasurer of which was Tony "Ducks" Corallo.

Goldstein himself had been brought before the committee a year earlier where it was established for the record that he was one of the principals in setting up the paper locals; that he was intimately associated with many gangsters and hoodlums; and that he had played fast and loose with union funds.

Goldstein was convicted in 1957 with Johnny Dioguardi and Max Chester of bribery and extortion and was sentenced to a year in jail and fined $500. In 1958 he pleaded guilty to another indictment charging attempted extortion, coercion and conspiracy. In view of the other prison sentence he escaped with a suspended jail sentence and probation on this second charge.

Summoned as a witness again in 1959, Goldstein took the fifth amendment when asked his occupation but acknowledged he was in Rikers Island Prison living "under the auspices of the city of New York."

Staff Investigator Paul Tierney testified that Goldstein, according to the records of local 239, was still carried on the payroll as president at $375 a week, plus $25 a week for expenses, as late as June 19, 1959, a week before his appearance. Tierney said that a letter of March 3, 1959, from local 239 to Joint Council 16 listed Goldstein as president and as one of those eligible to vote in joint council elections. The executive board minutes of local 239 also showed adoption of a motion on September 10, 1957—

> that Brother Goldstein be continued in his absence as the legal president of this local union and to continue to draw compensation as such throughout the period of his involvement with his legal problems and until such time as the executive board deemed otherwise (pp. 18828–18829).

Tierney also testified that the legal bills of the local prior to 1957 averaged around $1,700 a year but that the bulk of approximately $70,000 expended from the union treasury for legal services between 1956 and 1959 went to lawyers who were defending Goldstein and Corallo. Included was a fee of $10,000 paid to a Boston lawyer, Joseph McDonough, for representing Goldstein and Corallo before the committee in 1957.

> The CHAIRMAN. I assume, Mr. Goldstein, you wish to make no comment regarding the testimony you have just heard?
>
> Mr. GOLDSTEIN. Senator McClellan, sir, I respectfully decline to answer (p. 18831).

When Hoffa was asked what he intended to do about Goldstein he replied that—

> Sam Goldstein is a problem which I have not had an opportunity to discuss with the official family of our international union, or with his executive board, as such. We will deal with it in accordance with the constitution (p. 18953).

Hoffa was referred to section 13 of the Teamster constitution which provides that when a member is convicted or pleads guilty to a crime—

It is incumbent upon the local union to take action, but that in the event the local union fails to carry out the foregoing provision, then the general president, when the matter is brought to his attention, shall have the power in his discretion to proceed to revoke or order the revocation of the membership of such member (p. 18953).

Hoffa replied that he didn't know about the Goldstein case until "I heard it here."

The CHAIRMAN. You never heard of it until today?
Mr. HOFFA. I don't even know the man, I don't think.
The CHAIRMAN. You mean you hadn't heard of this conviction until today?
Mr. HOFFA. It wasn't brought to my attention, Senator.

* * * * *

The CHAIRMAN. It does appear, then, now you do have notice of it, and you can put this provision of your constitution into immediate operation.
Mr. HOFFA. As I say——
The CHAIRMAN. Will you agree?
Mr. HOFFA. No, I say, Senator, that we will investigate and follow the procedure and take action in compliance with the constitution to handle the situation.

* * * * *

Mr. HOFFA. Senator, it is very hard to explain to yourself and the other Senators here who never conducted a labor union meeting or know very little about labor unions.
The CHAIRMAN. I don't think crime is any different in a labor union or out of one. I think it is all the same.

* * * * *

Senator ERVIN. * * * I don't think any excuse you can give will justify permitting a man to be continued in the union office when he is in the penitentiary on the plea of guilty or a conviction of such a crime as extortion.
Mr. HOFFA. Senator, I didn't say he was going to remain in office. I said I was going to approach it in such a way that I preserve the union without destroying it, by following due process and I will (pp. 18954–18955).

Senator Ervin observed further that when a local union failed to act it was the duty of the general president to step in and exercise his power, "otherwise, I don't see what they have with such a constitution."

Mr. HOFFA. I don't quarrel with your statement, Senator.
Senator ERVIN. Except you don't practice it.
Mr. HOFFA. Well, I don't practice it by just chopping a man's head off without a hearing; no (p. 18957).

Hoffa testified that he did not recall having ever been informed about Goldstein by the investigative unit set up within the Teamsters Union and headed by former Senator George H. Bender.

Staff Member Bellino submitted figures showing that Bender was paid for 180 out of a possible 181 days from August 18, 1958, to May

4, 1959, and received $58,636.07. The Teamsters Union also paid the rent, telephone, and stenographic help.

> The CHAIRMAN. * * * Has his committee reported anything to you at all that should come before your executive board for its consideration with respect to disciplinary action?
>
> Mr. HOFFA. No. He is in the process of investigation.
>
> The CHAIRMAN. In 11 months he has not been able to find anything to report to you?
>
> Mr. HOFFA. He was stopped by the court, I believe.
>
> The CHAIRMAN. I didn't understand your last answer.
>
> Mr. HOFFA. I say I believe he was stopped by the court. They filed an order and I believe he was stopped by the court, if I am not mistaken (pp. 18961–18962).

Staff Member Tierney was recalled and testified that Tony "Ducks" Corallo allegedly resigned from local 239 in September of 1958 but that two individuals, Anthony Castaldi and John Spada, were named to replace him. Corallo had received $400 a week in salary and expense money. Castaldi and Spada each began drawing $200 a week.

> Mr. KENNEDY. Mr. Goldstein, would you relate to the committee how they happened to be hired to replace Mr. Tony "Ducks" Corallo?
>
> Mr. GOLDSTEIN. Counselor Kennedy, I respectfully decline to answer the question on the ground that it may tend to incriminate me.
>
> Mr. KENNEDY. Mr. Tierney, how long did they remain on the payroll?
>
> Mr. TIERNEY. John Spada continues on the payroll. He is on the payroll now. As far as Castaldi is concerned, he worked on the payroll until January 16, 1959, the week ending January 16, 1959. But he was immediately replaced by one Joseph D'Auria, who went on the payroll at precisely the same salary and expenses (p. 18835).

The committee was told that Castaldi has disappeared. Spada and D'Auria were summoned to testify and both took the fifth amendment.

> Mr. KENNEDY. Isn't it correct that this is just a subterfuge, that you people do no work for the union, no work for local 239, and immediately after receiving these checks, which total $400 a week, that that money is turned over to Tony "Ducks" Corallo? (P. 18837.)

D'Auria and Spada continued to plead possible self-incrimination. Castaldi, alias Tony Higgens, was shown to have a police record for assault, robbery, extortion, and violation of narcotics laws. Tierney testified that he had been described as "one of the top Mafia leaders and narcotics traffickers in the United States, a wholesaler of heroin in local and interstate traffic." Spada also has a police record.

> Mr. KENNEDY. We can't find, Mr. Chairman, anywhere, that either of these three gentlemen, Mr. Castaldi or these two gentlemen, ever had any experience in this field as union organizers, prior to the time that they came with this union.

> We have further found upon investigation that Mr. Tony "Ducks" Corallo still controls this union, he still controls local 522 of the Teamsters, and local 875, three locals that he was identified as controlling in 1957; that according to the information we have, Mr. Tony "Ducks" Corallo still controls those three locals. * * * His resigning from the union in September of 1958 was merely a fraud and a subterfuge.
>
> * * * * * *
>
> Mr. KENNEDY. I might say, Mr. Chairman, we have gone up there and tried to get some information in connection with the operation of running the union and we can't get any answers from anybody in the local (pp. 18838–18839).

Another fifth amendment witness was Joseph DeGrandis, president of Teamster Local 266, whose record reflects prison terms in Federal and State prisons for operating an unregistered still and for criminally receiving stolen property. The record also shows that DeGrandis had received a charter in the Retail Clerks Association but it was lifted on March 5, 1957, because of charges of racketeering. When the RCIA sought to obtain the books and records the only items in the union office were a billy and a gun. DeGrandis became a Teamster Union official shortly after this (p. 18821). Committee counsel also pointed out that previous testimony had shown DeGrandis received a salary of $250 a week and two automobles authorized by the minutes of a meeting of December 5, 1957, which appeared in a book that was not purchased until May 15, 1958.

> The CHAIRMAN. Is he still an officer of the union?
>
> Mr. KENNEDY. That is what we understand.
>
> The CHAIRMAN. Still operating as an official of a union, a representative of a union?
>
> Mr. KENNEDY. That is correct (p. 18823).

Still another fifth amendment witness was Henry DeRoma, of Yonkers, N.Y., a trustee of Abe Gordon's local 805 in New York. He served penitentiary sentences for murder and selling heroin. He declined to tell the committee how he became a trustee of local 805, identified earlier in this report as being staffed by officers linked on many occasions with the narcotics traffic and with having dubious alliances with employees prominent in the vending machine industry.

Another Corallo associate, Al Reger, secretary-treasurer of Teamster Local 522, was added to the fifth amendment list when called to testify before the committee. Committee counsel said he continues to hold his position despite a conviction for extortion for which he is under a 5- to 10-year sentence that is being stayed pending an appeal.

Reger declined to answer when asked if he had been a member of the Communist Party and on the advisory council of the Daily Worker during the 1940's and a precinct director of the party in Newark. He declined to answer when asked if he had ever repudiated communism or if he was still a party member.

Theodore Wilmot, Secaucus, N.J., secretary-treasurer of local 300 of the International Brotherhood of Pulp, Sulphite & Paper Mill Workers, testified that he was contacted in February 1959 by Mike

Peluso, owner of the Union Salvage Co., Plainfield, N.J., who reported that Reger's local was trying to organize his plant.

Wilmot said Peluso asked for his assistance and he called Reger in an effort to assert a claim that local 300 had jurisdiction. Wilmot declared that Reger told him to tell Peluso he wanted approximately $1,300 to call off the organizational campaign.

"I did that," Wilmot declared, "and Mr. Peluso said that he definitely would not pay. Then I told him if he was prepared for a strike, because that would be the natural thing to happen, if the man didn't meet Mr. Reger's demands. I understand at a later date there was a strike in the plant."

> Mr. KENNEDY. And was there ultimately an election?
> Mr. WILMOT. So I understand. There was an election and the Teamsters lost the election (p. 18863).

Reger was recalled and asked if he had any comment on Wilmot's testimony. He declined to answer.

> The CHAIRMAN. I think you are entitled to have the opportunity. If you decline the opportunity, as far as I am concerned, the record remains as is (p. 18864).

Interrogation of another fifth amendment witness, John W. Filipoff, Monterey Park, Calif., injected another reference to the Communists, with the record this time reflecting active Teamster Union support for a Communist-dominated independent union on the west coast.

> Mr. KENNEDY. Mr. Filipoff, you were former secretary-treasurer of local 208 in Los Angeles, Calif. There was an election that we went into between Mr. Filipoff and Mr. Sidney Cohen. Mr. Sidney Cohen won the election. He then was subjected to a period of harassment for himself and for his wife, and finally he arranged to come back here. Mr. Cohen met with Mr. Filipoff, as well as with Mr. Mike Singer, who is one of Mr. Hoffa's chief representatives in Los Angeles. At that time Mr. Cohen had a meeting at the international Teamsters headquarters and agreed to resign from the position he had been elected to. He went back to Los Angeles and ultimately appeared before the committee and explained that the reason he desired to resign was because of the threats that had been made against himself and his wife.
>
> We brought Mr. Filipoff before the committee and developed the facts that he was in business with an employer out there, receiving compensation, and a comparable income from the employer. We also went into the election, what had happened in the election. Mr. Filipoff refused to answer our questions on the grounds of self-incrimination.
>
> Ultimately, Mr. Cohen, through a court case and other efforts, was able to gain control of the local. Mr. Filipoff was out of a job, but he was promoted by Mr. Hoffa, since his appearance before the committee, and made head of the Sears, Roebuck drive on the west coast.
>
> Is that correct, Mr. Filipoff?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

Mr. KENNEDY. Isn't it correct that based on your appearance before the committee, when you took the fifth amendment, these other details regarding your activities had been developed, and the fact that you had furnished, together with the international union, some $11,000 to Gus Brown, a known Communist, who runs and operates an independent union on the west coast, that this had all been developed?

You took the fifth amendment regarding these activities. Then you went back to the west coast and Mr. Hoffa promoted you and made you head of the Sears, Roebuck drive on the west coast; is that correct?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

Mr. KENNEDY. And you are now being paid out of international funds; is that not right?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

Mr. KENNEDY. And the name of the company, Mr. Chairman, we identified him with as being in business with was the Portable Container Disposal Co. He was in business with an employer by the name of Harry F. Levinson; it was a clear conflict of interest.

That testimony was placed in the record under oath.

The CHAIRMAN. What was it you stated about the Communist?

Mr. KENNEDY. There was a man by the name of Gus Brown. Gus Brown was expelled from organized labor because of Communist affiliations.

He was a functionary in the Communist Party in California. He was expelled from organized labor because of his Communist affiliations. He organized an independent union. Mr. Filipoff and Mr. Harold Gibbons got together and when Mr. Gus Brown was attempting to organize a furniture company they financed his organizational drive.

The money came originally from local 208, some $11,000, but that local was then reimbursed by the international union. It went to this known Communist, known member of the Communist Party.

The CHAIRMAN. Did you take any part in that, Mr. Filipoff?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. You wouldn't say whether you helped finance the Communist effort to organize union members?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. Whatever action you took, is it known to Mr. Hoffa?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. I don't want to reflect on him. Is it a fact he knew of all these activities before he promoted you and put you in charge of this work out there?

Mr. FILIPOFF. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

* * * * *

Senator KENNEDY. Isn't it a fact that Mr. Hoffa said on page 5224, on August 23, 1957, when Senator Ives asked him about some of the situations in New York, he said:

"I will tell you, Senator, if I become president of this international, I will accept my responsibilities and deal with the individuals in such a way that will not bring any harm to the labor movement * * *.

"I recognize that responsibility, and the union will be run for the benefit of the members, and it will be corrected where it needs correcting."

Mr. Hoffa came before this committee as far as 2 years ago, at which time he committed himself to cleaning up the union.

Again, the chairman stated on page 5222:

"Mr. Hoffa, you can't place the blame for all of this on Dave Beck.

"Mr. HOFFA. If I had the responsibility, I would accept it.

"The CHAIRMAN. You didn't have a responsibility to the union to try to keep it clean and honorable and try to keep it from coming into disrepute?

"Mr. HOFFA. Yes, sir. I accept that responsibility, and after hearing this committee operate I can make a positive statement on that question if you care to have me make it."

It seemed to me that Mr. Hoffa made several statements as to what he was going to do to clean up the union. I don't think there is any question but what he has authority under the Constitution. I would like to ask if there is anyone in the Teamster organization, with the exception of Mr. Beck—not even Mr. Beck—who has been removed from the Teamsters payroll or a position of influence in the Teamsters.

Mr. KENNEDY. A number have been removed. For instance, Frank Kierdorf was burned to death. I believe there was another union official that went to the penitentiary—Jerry Conley, who is no longer a union official. And there was Mr. Herman Kierdorf; Mr. Hoffa stated that he asked him to resign from the union.

I might say, as far as Mr. Herman Kierdorf is concerned that, according to the records of the Teamsters, he received $20,000 in severance pay when he resigned.

Mr. Hoffa said also that Tony Ducks Corallo has resigned. We had the testimony in connection with that today, where the two individuals replaced him immediately on the payroll and, according to our information, they are nothing but fronts for Tony Ducks Corallo.

Mr. Herman Kierdorf, I might add, has gone to the penitentiary also.

I don't think beyond that, according to the information we have, and according to the information that has been fur-

nished to the committee by the Teamsters, there is anybody else against whom Mr. Hoffa has taken any action.

Senator KENNEDY. Isn't is a fact that in the case of Mr. Cohen, for example, up in Philadelphia, Mr. Hoffa attended a banquet in his honor even though he took the fifth amendment as to what he had done with over $300,000 of union funds?

Mr. KENNEDY. That is correct (pp. 18856–18859).

When Hoffa was questioned about the support of Brown's organizing drive he stated:

I don't know if Gus Brown is a Communist or not, but I do know that there have been some allegations, some statements made, and he was expelled.

Mr. KENNEDY. * * * Mr. Hoffa, doesn't it interest you, the background of this individual, that he had been expelled from organized labor because of his Communist affiliations, that he was an important functionary in the Communist Party in the State of California, that he was expelled, that he formed this independent union, and then the Teamsters began at least help finance his activities?

Mr. HOFFA. I am concerned that an individual representing an organized unit which can have an effect on the Teamsters has sufficient support to change the economic structure of low-paid workers into a decent standard of living. And whether or not Gus Brown, allegedly a Communist, on whom I have no knowledge one way or another, was the head of that union is the choice of the workers, not the choice of Hoffa * * * (pp. 19745–19746).

A letter from Filipoff to Harold Gibbons on April 2, 1958, was introduced into the record. It spoke of the wish of Brown "to discuss possible affiliation or merger of certain of his people with the Teamsters" and the replying letter of Gibbons invited Brown to come to Washington for a meeting with him and Hoffa.

Mr. HOFFA. There was a meeting in Washington with Gus Brown. I participated in the meeting. Gus Brown explained his situation. I personally turned down Gus Brown's application for a charter (p. 19747).

Hoffa testified that his refusal was based on his desire to avoid any conflict with the understanding existing between the Teamsters International and the internationals of the Upholstery Workers and the Woodworkers. Hoffa was asked if he or Gibbons had arranged for Brown to meet with any officials of the other internationals.

Mr. HOFFA. Maybe we did. I wouldn't say if we did or we didn't. It is just conceivable that we did. I wouldn't hesitate to do it today, if I thought it could be arranged (p. 19747).

Other correspondence was introduced to show that Brown's local 123 of the Furniture Workers was "pressed for ready cash" and that Teamster Local 208's treasury "also has been hard hit recently." On January 7, 1959, "as approved by the office of the general president," a check for $11,000 went from the Teamsters International to local 208. One letter asking for the funds referred to "strike benefits" total-

ing $7,000, but the accountant's worksheet from local 208 listed this amount under the heading of "loans" to Brown's union.

Pierre Salinger, committee staff member, testified that "it is my understanding that the total amount of Teamsters to become members were not more than ten" (p. 19749).

> Mr. HOFFA. I would like to say, sir, we don't evaluate money based on human lives. Ten people in our organization are just as important as 10,000; $11,000 or $111,000 is available to any 10 members of our union if it is an economic fight with an employer (p. 19749).

On the point of whether the money that went to Brown's union was a "loan" or gift, Hoffa asserted, "I have every faith it will be paid back as agreed to when it was loaned."

> Mr. KENNEDY. When is it going to be paid back?
> Mr. HOFFA. When they are in a position to pay it back. Since we are not a banker we worry more about workers than money (p. 19750).

Hoffa then testified that—

> it was a request of 208 for a donation, the donation was made to them, they distributed it as they saw fit for the benefit of the strikers.

When questioning developed that Brown sponsored a convention in June of 1959 and stated on the front of his publication that Hoffa had sent best wishes to his convention, Hoffa replied, "We are in the habit of giving fraternal recognition to organized workers in America" (p. 19751).

During its 1959 hearings the committee also heard testimony reemphasizing that Harold J. Gibbons, president of the Missouri-Kansas Conference of Teamsters, who was elevated to a top-ranking international vice presidency when Hoffa moved into the presidency, shares Hoffa's complacency about the presence of known felons in positions of trust in the Teamsters Union.

The assistant business agent of local 245 in Springfield, Mo., is Branch Wainwright, whose criminal record shows convictions for burglary, larceny, and felonious assault with intent to rob. He received a 2-year sentence on the last charge in 1950 and was released from the Missouri State Penitentiary at Jefferson City on December 5, 1951. In a comparatively short time he became an organizer for the Missouri-Kansas Conference.

Testimony was given during the 1958 hearings that E. J. Barrett, secretary-treasurer of local 245, was removed after international auditors found he was "incompetent and neglectful of his duties." The local was placed in trusteeship with one Verl Nickels in charge. Under him the financial condition of the local improved and he was elected by the membership and continued in charge when the trusteeship was dissolved. When Nickels and Gibbons had a falling out the local was thrown into trusteeship again with Gibbons as trustee. He dispatched Barrett and Wainwright to take charge of its affairs.

Testimony before a House committee identified Wainwright as the man who took an extortion payment from a Kansas concern that wished to "avoid labor difficulties." Nickels was forced to leave town

when the union let employers know that they should not hire him. John Rogers, another member who campaigned for restoration of democracy in the locals, told the committee he only worked 4 weeks in 1958 up to the time he testified on September 9 of that year.

In May of 1958, an election of officers was scheduled but Barrett and Wainwright ruled out all nominations, holding that the candidates were inelegible to run for office.

Hoffa and Gibbons, the testimony showed, supported the Barrett-Wainwright decree that only 53 of the 1,200 members were eligible to run for office and none of these, of course, were those who had been nominated. It was also shown that Wainwright had fired a disabled Teamster Union member who had been given a job as janitor at the union's headquarters and replaced him with a man who had spent the previous 20 years in the penitentiary at Leavenworth.

When Wainwright, who had taken the fifth amendment in his 1958 appearance, was brought back before the committee in 1959 he again declined to answer when the effort was made to ascertain if he is still employed by the Teamsters.

> Senator KENNEDY. Have you had a conversation since Mr. Gibbons came before this committee and stated he was going to look into the matter? Did he ever have a conversation with you about your record?
>
> Mr. WAINWRIGHT. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (p. 18844).

It was also brought out once more that when the court-appointed monitors attempted to send Price, Waterhouse accountants into the local for an audit, access to the books and records was denied to them.

Hoffa angrily declared in September of 1958 that there were no narcotics pushers "in my union." This was at a time when Herman Hendricks, a business agent for Gibbons' own local 688 in St. Louis, was taking the fifth amendment while being questioned about a criminal record showing that he had been arrested some 100 times in various investigations.

Hoffa submitted a list of offenses committed by Teamster Union business agents and Hendricks was listed as having been involved in a "picket line scuffle." No mention was made of Hendricks' conviction for possession of 114 marihuana cigarettes and 8 ounces of bulk marihuana for which he was sentenced to 2 years in the Federal penitentiary at Terre Haute, Ind.

One of Hendricks' innumerable arrests was for firing 10 bullets into a taxicab during a Teamster Union drive to organize St. Louis cabdrivers.

> Mr. KENNEDY. * * * He remains as a union official even with this background. Isn't that correct, Mr. Hendricks?
>
> Mr. HENDRICKS. I decline to answer and assert my privilege under the fifth amendment of the U.S. Constitution not to be a witness against myself.
>
> * * * * *
>
> Senator KENNEDY. Didn't Mr. Harold Gibbons, when he appeared, say "As I pointed out earlier there is a committee set up to investigate anyone in the 688 setup who takes the

fifth. That committee will have the task of investigating the question of his conviction for narcotics, and will take appropriate action." Is there any evidence that Mr. Gibbons took any action?

Mr. KENNEDY. No, and this gentleman is in Mr. Gibbons' own local.

Senator KENNEDY. You have been interrogated by this committee, the committee to which Mr. Gibbons made reference?

Mr. HENDRICKS. I decline to answer and assert my privilege under the fifth amendment of the U.S. Constitution not to be a witness against myself (p. 18840).

Hoffa definitely was not in any position to plead ignorance of the case of Jack Thompson, business agent of Teamster Local 322 in Flint, Mich., who appeared before the committee fresh from a conviction for arson and facing a long penitentiary sentence.

Mr. KENNEDY. Mr. Jack Thompson, Mr. Chairman, is business agent of local 332 in Flint, Mich. We have had testimony in connection with him before the committee, concerning his close association with George Kamenow, who was the representative in Michigan for Mr. Nathan W. Shefferman, and that through the efforts of George Kamenow, money was paid by employers to George Kamenow which was to go on to certain union officials. We identified Mr. Jack Thompson as accompanying Mr. Kamenow on at least three hunting trips up into Canada. Mr. Thompson has just been convicted of arson in connection with the death of Mr. Frank Kierdorf. He also has a criminal record which includes 2 years in boys vocational school in Lansing, Mich., for breaking and entering, 3 years probation for unlawfully driving away an automobile in 1935, 5 years probation in 1937 for breaking and entering in the nighttime, and 4 to 25 years in the Southern Michigan Prison in Jackson, Mich., for armed robbery.

He was convicted in 1937. He was paroled in 1941. Now he has this most recent conviction.

As I say, he was associated with a notorious fixer, Mr. Kamenow, who appeared before the committee and who took the fifth amendment. From sworn testimony before the committee, he was associated with shaking employers down. He has an extensive criminal record and, according to our information, still holds his union official position.

Is that correct, Mr. Thompson?

Mr. THOMPSON. I respectfully decline to answer because I honestly believe the answer might tend to incriminate me.

The CHAIRMAN. Do I understand that Mr. Thompson has recently been convicted for arson?

Mr. KENNEDY. He was convicted on April 3, 1959.

The CHAIRMAN. Is that for the same fire that destroyed Frank Kierdorf?

Mr. KENNEDY. That is correct.

The CHAIRMAN. That is what caused his death?

Mr. KENNEDY. Frank Kierdorf was the other officer in this local. Local 332 was run by Frank Kierdorf and Jack

Thompson until Frank Kierdorf's death. Now it is run by Mr. Jack Thompson, who has some five convictions; is that right, Mr. Thompson? How many convictions do you have?

Mr. THOMPSON. You have the record.

Mr. KENNEDY. How many do you have?

Mr. THOMPSON. I respectfully decline to answer. I honestly believe the question might tend to incriminate me.

The CHAIRMAN. Does it ever bother your conscience that you committed that arson and killed your pal?

Mr. THOMPSON. I respectfully decline to answer the question. I honestly believe the answer might tend to incriminate me.

The CHAIRMAN. Are there any other questions?

Mr. KENNEDY. Mr. Chairman, in about 5 or 6 days of testimony in connection with this man, we showed that he had absolutely no interest in employees at all, that all he was interested in was shaking down the employers.

The CHAIRMAN. Is that true? Is that all you are interested in?

Mr. THOMPSON. I respectfully decline to answer, as I honestly believe the answer might tend to incriminate me.

The CHAIRMAN. Were you undertaking to shake down the management of the place where you committed the arson?

Mr. THOMPSON. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (pp. 18865–18866).

Dave R. Frechette, secretary-treasurer and business representative of local 290 in Miami, Fla., also took the fifth amendment again when brought back before the committee. Frechette wrote a letter to Hoffa on March 18, 1958, advocating that the Teamsters, in connection with an organizing drive against a contractor in that area, employ a "gimmick" successfully used by an official of laborer locals against contractors "where FHA or VA financing is involved."

The "gimmick" described by Frechette and endorsed by him consisted of sending "a few hundred colored laborers and their families" through model homes on display "with a few actually making application" to buy. The "crowning blow," Frechette told Hoffa, is administered by "having one family show up with a certified check for the full purchase price." Any refusal to sell or any hedging is followed by a formal complaint to the Government agencies about "discrimination" and "the builder gets shook up about having his mortgage financing fouled up."

Frechette proposed that Hoffa send him $15,000 to be used for this purpose and stated:

> I wouldn't want to handle the money myself, but would suggest that Ben Cohen, the attorney here, handle it as your personal representative (p. 18847).

Subsequently, checks for $10,000 and $5,000 were sent to Cohen by the Teamsters International.

> Mr. KENNEDY. Has the Teamsters Union taken any steps against you or to deal with you disciplinarily in connection

with writing this letter and suggesting such a proposition? * * *

Mr. FRECHETTE. I respectfully decline to answer because I honestly believe my answer may tend to incriminate me (p. 18848).

When Hoffa was asked about it he asserted that "Dave made a mistake, and it is cleared up."

Mr. KENNEDY. You haven't taken any action?

Mr. HOFFA. No. He was trying to expedite, unfortunately, a method of organizing which in my opinion was wrong (p. 19833).

Despite the shocking evidence of violence uncovered by the committee's investigation of Teamster activities in Tennessee and in the Southern Conference of Teamsters, one of the principals in that testimony continued to function undisturbed as a business agent for local 327 in Nashville.

William A. Smith, known as "Hard-of-Hearing Smitty," varied the procedure a little when called back before the committee in 1959. Where most of the witnesses took the fifth amendment as to their occupation, Smith identified himself as "assistant business agent" for local 327. Beyond that, however, he continued to take the fifth amendment. He had previously appeared on December 10, 1957, and was identified as a leader of a mobile goon squad operating in several States and engaged in dynamitings and shootings.

Smith's record showed 18 arrests and 13 convictions. In his latest appearance before the committee he had just been convicted and was under a 2-to-10-year sentence for conspiracy to assault with intent to kill from which he had appealed.

Previous testimony had linked Smith with at least five dynamitings, sabotaging of trucks, slashing of tires and personal assaults against individuals, one of whom was beaten so badly by Smith and his goons that he lost his mind. Committee counsel stated for the record that he was never prosecuted for his offense because Hoffa intervened with the man's employer.

Mr. KENNEDY. * * * Could you tell us if Mr. Hoffa or the Teamsters took any disciplinary action against you, Mr. Smith?

Mr. SMITH. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (p. 18849).

LaVern J. Duffy, a committee investigator, testified that four days after Smith's 1957 appearance he was arrested for drunkenness, disorderly and offensive conduct and resisting arrest in Nashville and forfeited $200 bail. Smith was convicted on the conspiracy to assault charge in March 1958, along with William Reynolds, former president of local 621 in Knoxville.

Mr. KENNEDY. You say the union took no disciplinary action against Mr. W. A. Smith despite the testimony before the committee and his conviction?

> Mr. DUFFY. I interviewed the president a few days ago and asked about Mr. Smith, and he said Mr. Smith had negotiated a number of favorable contracts for the local (p. 18850).

Duffy declared that a total of $15,750 of union funds was spent for the defense of Smith and Reynolds, $9,000 of it coming from local 327, $750 from local 621, and $6,000 from the Southern Conference of Teamsters.

Duffy identified a picture taken on May 15, 1959, by a photographer for the Nashville Tennessean, showing Hoffa and Smith in a group of Teamster officials on an occasion when Hoffa visited Nashville.

> Senator KENNEDY. Mr. Smith, isn't it a fact that Mr. Hoffa, in discussing the information which had been brought out by the committee in its interrogation of you, that Mr. Hoffa said that they needed somebody who could kick those hillbillies in line, with reference to your work?
>
> * * * * *
>
> Mr. SMITH. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.
>
> The CHAIRMAN. Are you proficient at kicking them in line?
>
> Mr. SMITH. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me (pp. 18851–18852).

Investigator Duffy also put into the record some data concerning expenditure of Teamster funds for some of Smith's associates. He related the case of Perry Canaday, who was also a witness in 1957 on the same day as Smith. The Teamsters spent $1,500 for his defense when he was convicted in 1955 for breaking barbershop windows, an incident that had nothing to do with the Teamsters and was not a labor dispute.

Duffy testified that Canaday and C. B. Richardson were convicted in another case in 1957 and sentenced to 11 months and 29 days in prison. While they were in jail $300 a month was paid out of union funds to the Canaday family and $200 a month to the Richardson family. Canaday and Richardson also received a Christmas bonus of $100 while they were in jail. An additional $640, Duffy said, is known to have been spent on Canaday's behalf in connection with his indictment for assaulting Keith Draper who was also a 1957 witness before the committee and the total for these individuals was $28,940, to which another $11,000 was to be added in payment of their back salaries for the 11 months they served in jail.

Hoffa was examined at length about the case of another Smith who also had a record as a dynamiter, Glenn Smith, president and business agent of local 515 in Chattanooga, Tenn.

Like his namesake, Glenn Smith had a long criminal record going back to 1926 when he was convicted and sentenced to a term of 1 to 20 years in Illinois for robbery. In 1932 he was sentenced to a term of 1 year to life in the Illinois State Reformatory in Pontiac for burglary and larceny. He was paroled on May 3, 1935. From 1936 to 1949 he was business agent for Teamster Local 236 at Paducah, Ky. In 1948 he was fined $100 for assault and battery and in April 1949,

he was indicted for malicious damage and destruction of property by the use of dynamite. He fled from Kentucky and was never tried but showed up that same year as business agent and president of local 515 in Chattanooga. Testimony before the committee in 1957 linked him to dynamitings in Tennessee, North Carolina, and Louisiana.

On April 4, 1951, Smith and 12 others, including H. L. Boling, secretary-treasurer of local 515, were indicted on a conspiracy charge growing out of a labor dispute. The record before the committee shows that $18,500 was taken from the union treasury to fix a judge and get the indictments dismissed. Following the committee's hearings Smith was indicted for income tax evasion on the ground that he had taken the $18,500 and never paid any taxes on it. His attorneys made two defenses (1) that Smith was merely a conduit to the judge and (2) that if this theory was unacceptable then Smith had embezzled the money and therefore was not liable for taxes on it because embezzled funds do not constitute income. The State legislature impeached the judge.

> Mr. KENNEDY. * * * I would like to ask Mr. Hoffa if union funds were used to defend Mr. Glenn Smith in this income tax case?
>
> Mr. HOFFA. Insofar as the international union is concerned, I do not believe they paid the attorneys for Glenn Smith. I do believe that Southern Conference of Teamsters did.
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> * * * * *
>
> Mr. KENNEDY. Do you approve of such expenditures?
>
> Mr. HOFFA. I absolutely do.
>
> * * * * *
>
> The CHAIRMAN. Let me inquire, Mr. Hoffa, do you approve or condone the action of the use of $20,000 or several thousand dollars of union funds for the purpose of undertaking to fix a judge?
>
> Mr. HOFFA. No, I do not (pp. 18912–18913).

Hoffa declared that the executive board and the rank and file authorized the expenditure "as a political expenditure." He added that Smith's conviction in the tax case has been appealed and "I believe a man is innocent until finally proven guilty."

> Mr. KENNEDY. Mr. Chairman, we had better get the record straightened out here. In the first place, there is nothing in the minutes that indicates that the membership ever approved of this back in 1951 when the money was first taken.
>
> Mr. HOFFA. Because this was an expenditure, sir, of the Southern Conference of Teamsters, if my memory recalls me right, and it was approved by the director who had the authority (pp. 18914–18915).

Hoffa maintained that "there is nothing before the international union that the general president or the executive board of this international union has to process at this moment. If it comes, we will process it." Hoffa said he has taken "investigative action" but has received no report as yet. The investigating panel was appointed October 28, 1958. Meanwhile, Hoffa said, Smith has placed himself "on inactive status," and "I do not believe he draws any salary at this

time from the local union" (p. 18917). In the case of Boling, the secretary-treasurer, Hoffa asserted that Boling is driving a truck and "I do not believe from what I know, and I am guessing now what I am telling you, and what I pick up, but I believe that Boling and Smith both are out as officers on suspension, or on leave of absence" (p. 18918).

Further questioning of Hoffa, however, brought to light the story of an unenforced "suspension" of Smith and Boling that had been ordered by Hoffa but blithly ignored by local 515.

The court-appointed monitors recommended on August 19, 1958, that Hoffa take original jurisdiction and press charges against the two officers. Hoffa sent registered letters suspending Smith and Boling on August 28.

Telephone toll records show that William E. Bufalino talked to Smith for 9 minutes from Teamster headquarters on August 28 and Smith asked the court in Tennesseee the same day to issue an order restraining the Teamsters International from proceeding against the local 515 officers.

The International succeeded in getting the restraining order dismissed and there is a record of a telephone call on September 30, 1958, from Hoffa to Smith. Hoffa, on October 28, designated International Vice President John T. O'Brien of Chicago, Frank Fitzsimmons from his own local 299 in Detroit, and Gordon Conklin of St. Paul, Minn., as a panel to hold hearings on the charges brought against Smith and Boling.

On November 13, 1958, Hoffa's attorney, Edward Bennett Williams, told Judge Letts in the U.S. District Court for the District of Columbia that the hearings by the panel had been completed, the evidence had been taken "and we are awaiting the decision of the panel."

In response to a question from Senator Kennedy, Williams told the committee it was his understanding that the reason the panel did not make its decision was its desire not "to influence the court of law before which Smith and Boling were being tried." Smith was convicted but Boling was acquitted at the trial. The panel still hadn't made its decision after the verdict, Williams said, because of a pending motion for a judgment of acquittal notwithstanding the verdict.

Investigator Duffy testified that minutes of a specially called meeting of local 515's executive board on January 6, 1959, showed Smith and Boling still were in office, even though Judge Letts had been told in November that they had been suspended. The executive board voted that night to give Smith and Boling a 6-month leave of absence "with full pay in advance" because they "have been through a lot and are under a lot of pressure and strain for the past several months" (p. 18922). The board also voted to borrow $5,000 from the Southern Conference, to be repaid at $500 a month, to cover the trial expense.

Smith was found guilty the next day and on January 8, 1959, he received a check for $5,129.80 for salary to July 10, 1959. There was a phone call from Hoffa to local 515 on the day Smith was convicted.

Minutes of another meeting of the executive board on January 20 reflected that Smith accepted his leave "based upon his recent con-

viction of income tax pertaining to the indictments of 12 members of local 515 in 1951, and the payment of $18,500 to have these indictments quashed" (p. 18923). The board voted to appoint Boling to serve as president during Smith's leave with the understanding that when Smith's difficulties with the law were resolved he could resume his old position. A special meeting of the general membership on the same date ratified the executive board's action.

Duffy testified that $16,473.07 in attorney's fees were paid with Teamster funds on behalf of Smith and Boling.

> Senator KENNEDY. Mr. Hoffa, any of this information which has been coming out now, did you know that before now?
>
> Mr. HOFFA. Senator Kennedy, this is a local union affair, with rank-and-file participation in a democratic fashion, conducting the affairs of an autonomous local union. Unless it was brought to the attention of the general president or the international union, we would have no way of knowing such information, and presently to my knowledge there is no such information transmitted to the international union.
>
> Senator KENNEDY. In other words, what has been read here today by Mr. Duffy is news to you, in regard, for example, to his compensation in advance?
>
> Mr. HOFFA. I didn't know until we appeared here today that he had received advance salaries. However, the rank and file, acting in democratic fashion apparently approved, from the minutes, the action taken by the executive board (p. 18925).

Hoffa and Attorney Williams conceded that the international's constitution gives Hoffa authority to suspend officers against whom charges are made but Hoffa declared that this "means charges against an individual filed from a local union level, not filed from the Senate committee or from the newspapers" (p. 18930). Hoffa also made it clear that, in his mind, the international president should "not be stampeded into discharging people by headlines, editorials, or statements, but rather, by factual information" (pp. 18930–18931).

> Senator MUNDT. You will certainly agree that you have some followup work to do as far as Boling is concerned if, in fact, he is now president of a union from which you suspended him; is that correct?
>
> Mr. HOFFA. I certainly will find out why the letter was not complied with (p. 18943).
>
> * * * * *
>
> Senator ERVIN. And what efforts, if any, did you make to ascertain whether or not they had recognized or complied with your letter suspending them?
>
> Mr. HOFFA. Senator, I would assume that when a letter went out like that it would be complied with. We have international organizers and directors in various areas. I would expect it to be followed through by somebody in that vicinity, rather than the international office, to make sure that the intent of the letter was carried out.

I can't tell you, truthfully, that I personally did anything after it got to the stage of the letter going out, to see whether or not they got the letter (p. 18946).

* * * * *

The CHAIRMAN. In other words, you went no further than to assume in the routine of things it would be carried out.

Mr. HOFFA. Yes.

The CHAIRMAN. Beyond that assumption you did nothing?

Mr. HOFFA. Yes, sir (p. 18949).

When asked if he intended to take any action to have Smith and Boling return the money they have received from the union since their "suspension" in August, Hoffa answered, "I will consult with our attorneys as to the next move." He also testified:

If Boling is an officer of this union, then until the trial is completed against Boling he will not be an officer of this union, unless I am prevented by court from doing so (p. 18952).

The situation in Ohio, where William Presser is president of the Ohio Conference of Teamsters and also president of Joint Council 41 in Cleveland, also occupied the attention of the committee in its final hearings.

Joseph Blumetti was the secretary-treasurer of local 377 at Youngstown. He was also operating the Youngstown branch of Teamster Local 410, the jukebox local originally established by Presser in Cleveland.

Blumetti, as he had done previously, invoked the fifth amendment to all questions, including the question as to his business and occupation.

Mr. KENNEDY. Mr. Chairman, we have had Mr. Blumetti before the committee at a prior hearing. Mr. Blumetti has a conviction for white slavery. He has an extensive criminal record. He received 6 years and 1 day for white slavery. He was paroled from the U.S. Penitentiary in Leavenworth, Kans., in 1946. He has been arrested for possession and passing of counterfeit $10 bills and for counterfeiting.

He has received a conviction for making false statements to the Selective Service. He was then made a Teamster Union official, in Mr. Hoffa's Central Conference of Teamsters.

According to the information we checked out there, he still is a Teamster Union official. He runs local 410, the jukebox local. He has approximately 100 members. He makes some $10,000 each year. He is a strong, active supporter of Mr. James Hoffa.

Could you tell us anything about this, whether you still hold your union position, Mr. Blumetti?

Mr. BLUMETTI. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

Mr. KENNEDY. For instance, Mr. Chairman, for the financing of this local, the local dues, if the individual member of the union had to pay dues himself, that wouldn't finance Mr.

Blumetti. So the arrangement that has been made in the Teamsters is that they pay per machine, so that that man who owns 40 machines must pay $40 dues to Mr. Blumetti.

The CHAIRMAN. You don't have a human being as members of the union, but you have these mechanical machines that become members by paying dues?

Mr. KENNEDY. Yes. For instance, we found a father and son, with no employees, running a company. They have 65 machines and have to pay dues of $65 a month to Mr. Blumetti. They have no employees whatsoever. But in order to exist, they have to make the payments.

The CHAIRMAN. Why do they have to do that, Mr. Blumetti?

Mr. BLUMETTI. I respectfully decline to answer that question because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. Do their dues at $1 per machine, or whatever it is, support anything worthwhile or constructive?

Mr. BLUMETTI. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. Do they get any benefit whatsoever from the dues or from membership, the character of membership, in your union?

Mr. BLUMETTI. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. Or would it be more accurate to say that such payments are simply an extortion imposed upon people like that, and that the money goes for no purpose except to support a parasite on society?

Mr. BLUMETTI. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. It might. Proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Chairman, we also went into the fact that Mr. Blumetti was running for office, and that all of his opposition was declared ineligible by the international and by Mr. Hoffa, based on the fact that they did not have their dues paid up on the first day of the month.

They have a checkoff system and the dues did not arrive at the union headquarters until the second, third, or fourth day of the month. The board of monitors ruled that this was constructive payment and that these people should be allowed to run for office.

Mr. Blumetti was an officer of another local at that time. That was taken to a court in Ohio, Judge [James] Connell's court, and he ruled for Mr. Blumetti and against the individuals. The rank-and-file members were not allowed to appear in court or make their argument.

The only one that was allowed to appear was Mr. Robert Knee, who was the attorney for Mr. William Presser, president of the Ohio Conference of Teamsters and also the attorney for Mr. Hoffa. He made the argument before Judge Connell's court and Judge Connell ruled in favor of Mr. Blumetti.

Subsequently, that court decision was overturned by a higher court and also by the court here in Washington, which ruled that these individual members should be allowed to vote in an election. So we have had several things in connection with Mr. Blumetti's activities, and we have established clearly that this union is being run in the manner I described.

We have established that the man has been convicted on two occasions for serious crimes, in connection with the false statements to the Selective Service and the white slavery and yet still holds his union position, and is a strong supporter of Mr. Hoffa and vice versa.

The CHAIRMAN. Did you make your living for a while out of white slavery operations?

Mr. BLUMETTI. I respectfully decline to answer that question because I honestly believe my answer might tend to incriminate me.

The CHAIRMAN. Are you still in that business?

Mr. BLUMETTI. I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.

* * * * *

Senator KENNEDY. Mr. Blumetti, did you or the counsel state that the employers made a monthly payment based on the number of machines that they had?

Mr. KENNEDY. They make the payment to the union.

Senator KENNEDY. Are these employers members of the union?

Mr. KENNEDY. Yes, they are made to be members of the union and they pay on the basis of how many machines.

Senator KENNEDY. In other words, they don't pay the normal dues which an employee member of the union pays to the union; they pay not on $4 or $5 a month, whatever the fee may be, but they pay depending on how many machines they have?

Mr. KENNEDY. That is correct. For instance, this local, which has approximately 100 members, has an income of approximately $50,000 a year.

Senator KENNEDY. Among those 100 members are employers?

Mr. KENNEDY. Most of them are employers (pp. 18816–18818).

An affidavit from William K. Bronstrup, secretary to Judge Connell, was placed in the record. In it he admitted receiving $4,901 from 1954 to 1957, inclusive, as an administrator of the welfare fund of Teamsters Local 521 in Cleveland and that Knee, the Teamster Union attorney, had paid him $100 a month to investigate the validity of claims for hospitalization benefits made by persons insured by the Blue Cross. The affidavit maintained that "except for casual meetings" Bronstrup had met Louis "Babe" Triscaro and Presser on only one occasion when all three addressed a political meeting urging the support of the candidacy of William O'Neill, Republican, for the governship of Ohio. This was in 1956.

The committee summoned Presser to the witness stand and again he took the fifth amendment. Previous testimony had shown that Presser signed a $1,500 check for the purchase of awnings for the home of Triscaro, who is second in command of the Ohio Conference. There was also evidence that Presser, "if legal difficulties or other problems forced him to terminate his relationship" with the Ohio Conference and Joint Council 41, was to receive $20,000 from each body. The committee also had been told by Victor DeSchryver that he paid Presser $5,000 to set up a jukebox union in Detroit and that Presser had told him the money was for "arrangements" with "the union officials of Trumbull Avenue," which is the headquarters of the Teamsters Union in Detroit.

Presser invoked the fifth amendment when asked if Hoffa had made any inquiry into any of these matters.

Pierre E. G. Salinger, committee staff investigator, testified that Presser borrowed $24,117.51 from the Cleveland Teamsters credit union between April 1953 and April 1958. Automobiles owned by the joint council, Teamster Local 293 and Teamster Local 555 were put up as collateral for the loans.

> The CHAIRMAN. Are you authorized to do that by your union or by any of your organizations?
>
> Mr. PRESSER, I respectfully decline to answer because I honestly believe my answer might tend to incriminate me.
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> * * * * *
>
> Senator KENNEDY. Mr. Presser, you are president of the Ohio Conference of Teamsters and president of Joint Council 41 of the Teamsters in Cleveland, Ohio, which is an extremely responsible position.
>
> When you came before this committee the last time you took the fifth amendment and the day after, or 2 days after, on the weekend, I remember Mr. Hoffa went out to Ohio and made a speech, bitterly attacking the committee, and a ringing defense of you.
>
> Now you come back before this committee again and you still continue to take the fifth amendment. We have these evidences of your misuse of union funds, your collusion with employers, which make you totally unfit to hold this responsible position. Yet there is no evidence at all that Mr. Hoffa has taken any action against you.
>
> Quite to the contrary, he has associated with you and endorsed your activity and your actions in taking the fifth amendment, and your actions involving the misuse of union funds.
>
> I think this is particularly unfortunate in view of the fact that you hold such an extremely significant position in Ohio, which is an extremely important industrialized State.
>
> I think it involves your fitness to hold office and Mr. Hoffa's fitness to be president of the conference of which you are a member, as well as the president of the International Teamsters. This is not a question of a business agent of a small local. You are one of the most important figures in the Teamsters movement in the United States. Yet you come before us and take the fifth amendment.

This evidence is produced where you misuse funds, and tie up with employers. You won't give any explanation. Yet you continue to hold this position. Under your domination these organizations vote you $20,000 each if you are severed from the union, and another $20,000, bringing it up to a total of $40,000, by the Ohio Conference of Teamsters.

That was at a meeting of Joint Council 41. That is in case you find your tie severed with the organization. If this is the kind of leadership which the Teamsters have, it is the reason that Congress ought to act in case of legislation, and I would hope that the monitors would act. It is not just you. It is the fact that Mr. Hoffa has endorsed your attitude and actions (pp. 18908–18909).

Former U.S. Senator George H. Bender of Ohio requested permission to appear before the committee during the 1959 hearings. At the time, he was chairman of the antiracketeering commission created within the Teamsters International by Hoffa. In 1954, when he was a Member of the House of Representatives, Bender was chairman of a committee that investigated labor racketeering.

An earlier witness, James Luken, president of Joint Council 26 in Cincinnati, had testified that his predecessor had disclosed that $40,000 had been spent to "get the charges dropped" against Presser and Triscaro, in connection with the investigation being made by the House committee into their activities.

Bender testified that he did not have any acquaintance with Presser or Triscaro in 1954 and "no union supported George Bender." He declared that "there was no money of any kind, I am sure, paid to any member of the committee."

Bender asserted that affidavits received by the committee relating that the Teamsters switched their support in 1954 to Bender on orders from Presser had no foundation in truth.

"If Senator Bender received a bribe of any kind, even a dollar, he should be prosecuted, and that was the reason I came up here," Bender declared (p. 19428).

Bender said he never knew Hoffa prior to August 15, 1958, when he was retained as chairman of the antiracketeering commission within the Teamsters.

The CHAIRMAN. * * * I might ask one question. Have you made any interim reports on your work?

Mr. BENDER. I have written up reports that members of our committee have seen and have approved, but we have withheld them pending the outcome of the court cases. I have had other reports that we have made. Some of them would be pretty good reading for you, but I am not at liberty at the moment to provide them (p. 19432).

* * * * *

Senator GOLDWATER. * * * How much power do you actually have in this job? Do you have the power, to get back to the case of Mr. Goldstein, to say to Mr. Hoffa, "This man should be discharged from the union"?

Mr. BENDER. I think I have. If I didn't think I had, I would get out of the job.

Senator GOLDWATER. Let me ask you: Have you made any such recommendations?

Mr. BENDER. I have at least 25 or possibly 50 recommendations that are waiting for the action of the commission to recommend to the union regarding situations that I think are bad (p. 19433).

* * * * *

Senator GOLDWATER. Let's take a man like Mr. Glimco, in Chicago. He is certainly no credit to the union movement. Have you made any recommendations relative to him?

Mr. BENDER. Frankly, no. That matter hasn't come to my attention either * * * (p. 19433).

Bender conceded that his commission had not met since December 1958 (his testimony was given on July 9, 1959), but declared that "what I am trying to do during this period is having the union fly right at the present time."

Senator GOLDWATER. In doing that, in trying to do that, does your job encompass the making of recommendations to Mr. Hoffa or to his staff relative to getting rid of some of the people that we have found?

Mr. BENDER. Definitely, that will be done. It hasn't been done as of this moment.

* * * * *

Senator GOLDWATER. Suppose Mr. Hoffa does nothing about it?

Mr. BENDER. Well, frankly, we made a report to the Congress and they pigeonholed it. You can't—all you can do is do your best.

Senator GOLDWATER. Mr. Hoffa made a report to the Congress?

Mr. BENDER. No. I say I made the report as chairman of an (House) antiracketeering committee and gave them a list of things that I thought should be done. But the Democrats were elected, they run the show over there, and the report was pigeonholed (p. 19434).

* * * * *

Senator GOLDWATER. Don't you think you would be helping Hoffa if you immediately went to him and implored him to get rid of these people that are blackening the name of his union?

Mr. BENDER. I have discussed the matter with him privately on many occasions, and certainly I know what I believe is in his heart to do (p. 19435).

Senator Ervin also alluded to Hoffa's failure to do anything about the case of Sam Goldstein who continued to draw $20,800 in salary and expenses "while actually serving a term in prison."

Mr. BENDER. * * * But you have to live with all kinds of people to understand; and besides, when you are provisional president, and you have to run for president, you have to have the votes of the washed as well as the unwashed, and until that time, perhaps he is handicapped in doing the things that

I believe in his heart he wants to do. At least that is the conversation I have had with him; they indicate that to me. Besides, Mr. Hoffa, I am convinced, is not seeking political power.

Senator ERVIN. In this country, most prosecuting attorneys have to run for office, and if a prosecuting attorney refrains from putting people in prison because they need their votes, there would never be anybody sent to prison (p. 19436).

* * * * *

Senator ERVIN. I would think that it would help Mr. Hoffa's chances for reelection if he would kick some of these convicted felons, the ones that are serving prison sentences——

Mr. BENDER. My dear friend, Senator Ervin, if Hoffa would run today, he would win by acclamation.

Senator ERVIN. And undoubtedly with the help or on the basis of the moral support from the prisons (p. 19437).

* * * * *

Mr. KENNEDY. Has anybody been ousted from the Teamsters Union, Mr. Bender?

Mr. BENDER. Well, I recall——

Mr. KENNEDY. That is, on your recommendation has anybody been ousted?

Mr. BENDER. That I am not at liberty to say at the moment, but I do know this: that we have recommended that certain people be ousted and then they go back and they get an injunction from the Federal judge preventing the ousting.

Mr. KENNEDY. Who did you recommend be ousted?

Mr. BENDER. Well, I am not at liberty to discuss that.

Mr. KENNEDY. It is a fact that you never recommended anybody to be ousted?

Mr. BENDER. Well, it isn't a fact.

Mr. KENNEDY. Who have you recommended to be ousted?

Mr. BENDER. I am not going to go into that. My report is to Mr. Hoffa.

Mr. KENNEDY. You came as a voluntary witness.

Mr. BENDER. That is right, but on this matter, not to discuss my work or what I am doing.

Mr. KENNEDY. Did you recommend that William Presser be ousted?

Mr. BENDER. No; I did not. I think William Presser, by the way, during the past year, if that man isn't doing right—every morning, for breakfast, dinner, and supper, he has Federal agents, income tax people, Kennedy staff members, local investigators. They have all of his books. I saw him the other day and I said, "How are things going?" and he said, "How can they help but go right?"

Mr. KENNEDY. You have not recommended him. Have you recommended anything on Mr. Triscaro, that he be ousted from the union?

Mr. BENDER. I have not (p. 19437).

Bender said that when the Teamster Union antiracketeering group was formed it was agreed that all Ohio cases would be assigned to the other members of the commission because "I didn't want, frankly, to have anything that I would say to be used as being prejudicial."

> Mr. KENNEDY. You had a witness before your own committee—you don't even have to wait for the testimony before this committee—you had a witness before your own committee that stated, an employer who stated that he had to pay William Presser $650 a month. You had that information long before you took this job.
>
> Mr. BENDER. That is right.
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> * * * * *
>
> Mr. KENNEDY. Have you recommended that Mr. Hoffa withdraw or be ousted from the union based on his personal corruption?
>
> Mr. BENDER. Certainly not.
>
> * * * * *
>
> Mr. KENNEDY. All right. Have you recommended that Mr. Hoffa be ousted from the union?
>
> Mr. BENDER. Have I recommended to him that he fire himself? No (p. 19438).

With reference to Blumetti's case, Bender said that he had urged "the matter be cleaned up, not only involving one individual, but many" (p. 19438).

Hoffa also was given his opportunity to explain why he has not moved against Presser.

> Mr. HOFFA. There are no charges at this moment pending against Mr. Presser. It has been in all of the newspapers and on TV in Ohio, for every single member of the Ohio union to be acquainted with the accusations against Mr. Presser.
>
> There has to this date been no action taken against Presser because we have been involved in many serious aspects of this international union; both with the courts, the monitors, this committee, many important strikes, many important organizing campaigns, many negotiations of contracts which have produced the highest wages in the history of this country on fringe benefits as well as pension and welfare, to the extent of $150 a month at age 60.
>
> Therefore, I believe that we will, as we get around to these questions, one by one, when the final chapter is closed of this committee, where you have all the information and records that are apparently in your hands, we will then take, one by one, the record and determine the international union, as such.
>
> Senator KENNEDY. Mr. Hoffa, you came 2½ years ago, or stated 2 years ago, that you were involved in proceedings within the union and you would get around to it. There is no evidence of your getting around to it. There is no evidence, for example, in the case of Mr. Presser, who came before us this morning, and who occupies one of the top positions

in the country. There is no evidence that you came along to him (p. 18932).

* * * * *

Mr. HOFFA. * * * Now, insofar as Presser, Senator, if I may, Presser, and I have read what he said over here, Presser may very readily have an explanation for the questions propounded to him by this committee on certain issues. Other issues he may not. But while we are under the jurisdiction of this committee, I would assume, without knowing exactly, what I am going to say is correct.

I would assume that Presser would take the same position in front of a panel of preserving his rights under the Constitution, of not answering questions, even though after he feels that there is no waiving of his jurisdiction of the fifth amendment he may very readily, and will be required, to come in and be in front of our board and explain answers to questions propounded by this committee.

Senator KENNEDY. Didn't you go to a meeting in Ohio a day or two after he came and testified, the last time he testified, and give him a ringing endorsement before a meeting in Ohio?

Mr. HOFFA. If you will read the record again, Senator, if I may correct you, you will find that I said there is an interview that Mr. William Presser would be brought in front of the executive board in due time to explain his actions in front of this committee (p. 18933).

* * * * *

Senator KENNEDY. What action are you planning to take on Mr. Presser, who I believe took the fifth amendment a number of times before this committee, and who we had a good deal of testimony with regard to by Mr. Luken? Are you satisfied with Mr. Presser? Let me put it that way.

Mr. HOFFA. I think Presser is doing an excellent job for his organization, both as council president, as head of his local union, and head of the Ohio Conference of Teamsters, and in due course of time we will take the testimony, sift out the factual information, and at that time determine what to do about Presser.

Senator KENNEDY. I don't have any confidence, Mr. Hoffa, you will ever do anything about Mr. Presser. You have indicated quite clearly your favorable opinion of him. You have had a good deal of time. The first time he took the fifth amendment was many months ago. There is no indication that you disapprove of him or that you are willing to take any affirmative action with regard to him.

What about Mr. Brennan, who took the fifth amendment, who made the winnings for you at the track? Have you taken any action against him?

Mr. HOFFA. In due time when the record is completed, and we have had an opportunity to analyze it, each and every person you mentioned will receive the same treatment.

Senator KENNEDY. Why is it you haven't been willing to take that action against Mr. Brennan, for example, Mr. McNamara, and others up to now?

Mr. HOFFA. I told you why.

Senator KENNEDY. Well, it isn't true.

Mr. HOFFA. They have taken the fifth amendment, Senator, and I will not, as an American citizen, deprive them of their right of taking the fifth amendment and call them before our committee and have them testify to answers and have you subpena the answers and have them lose their fifth amendment.

Senator KENNEDY. I wouldn't think they would be embarrassed about their answers, would they?

Mr. HOFFA. It isn't a question of being embarrassed. It is a question of taking the fifth amendment here and then going there and answering questions, some of which would pertain to union and some would pertain to their own business.

Senator KENNEDY. Well, they would not take the fifth amendment before us if they didn't want to.

Mr. HOFFA. That is a debatable issue (p. 19835).

* * * * *

Mr. KENNEDY. We have had some of these people, for instance, Herman Hendricks, arrested 100 times, convicted of procession of marihuana cigarettes; Harry Gross, convicted of extortion; Joseph DeGrandis, convicted on two or three occasions; John Filipoff, who had shown that he had a conflict of interest; Dave Frechette, the exploitation of Negroes; Mike Singer, who took his girl friend on union funds to Hawaii; Jack Thompson, convicted some four times and arrested 14 times; Sandy O'Brien, receiving $14,000 in commissions; William Presser, regarding his activities; Branch Wainwright, convicted three times; Floyd Webb; John McNamara's activities; Al Reger, convicted of extortion, still holding his union position; Ted Cozza; Bernie Adelstein; W. A. Smith, arrested 18 times, convicted 14 times; Terry Canaday; Rolland McMaster; Cecil Watts—have you taken any action to get rid of any of those people, Mr. Hoffa?

Mr. HOFFA. As I stated the last time I was here, when this committee is through, and the record is built, we will take, case by case, each case and determine the proper action.

Mr. KENNEDY. Have you taken any action against any of those people, Mr. Hoffa?

Mr. HOFFA. No, because the committee isn't over.

The CHAIRMAN. Suppose the Congress makes this a permanent committee?

Mr. HOFFA. Then we will have to reevaluate our situation (p. 19834).

FINDINGS—JAMES R. HOFFA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA (1959)

In its first interim report submitted to the Senate on March 24, 1958 (S. Rept. No. 1417, 85th Cong., 2d sess.), the committee stated, under the heading of "Findings—James R. Hoffa," that "the concentration of power which Hoffa states brings responsibility to a labor union or labor union leader has in his case been misused in an arrogant and self-serving manner" (pp. 249–250).

The following excerpts from those initial findings in Hoffa's case based on the 1957 record before the committee are also pertinent:

> The committee finds that James R. Hoffa repeatedly betrayed the members of his own union by entering into a number of business relationships with employers with whom his union negotiated. He also entered into business relationships with insurance carriers and banks which handled millions of dollars in Teamsters Union funds. * * * (p. 250).
>
> A large and vibrant teamsters union, honestly led and honestly administered, can be a great asset to the American economy. The committee does not feel that any of these qualifications can be met as long as Hoffa leads that union and, on the contrary, finds him a dangerous influence in the labor movement and an unworthy steward of the destinies of 1,500,000 men and women (p. 254).

In the same report, which contained special findings applicable to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, appeared this concluding paragraph:

> Nothing in Mr. Hoffa's record, in his complete refusal to abide by the ethical practices that guide responsible union leaders, and in the compilation of his close friends and associates, gives much comfort and hope for the future. The power of the teamsters union president is so extraordinary that the committee finds the fact this power is now lodged in the hands of a man such as Hoffa tragic for the teamsters union and dangerous for the country at large (p. 450).

The committee in its second interim report (S. Rept. No. 621, 86th Cong., 1st sess.), analyzing the 1958 testimony, made these findings:

> On more occasions than we can recount, Hoffa has told the committee (and anyone else who would listen) that no matter what else can be said about him, he is first and foremost interested in the betterment of the working conditions of his union members. It is this point which the Teamster presi-

53348—60—pt. 3——16

dent repeatedly uses to justify his outrageous behavior. The fact is that nothing could be further from the truth.

Time and time again the committee has found Hoffa to be faithless to the members of his own union. He has betrayed these members so frequently that it has become abundantly clear that Hoffa's chief interest is his own advancement and that of his friends and cronies—a great number of whom are racketeers. * * *

In addition, Hoffa has used union funds for his own benefit and that of his friends.

Hoffa has consistently supported the interests of racketeer friends over those of his own members.

Hoffa and his chief aids have consistently repressed democratic rights within the union. * * *

* * * The committee is convinced that if Hoffa remains unchecked he will successfully destroy the decent labor movement in the United States. Further than that, because of the tremendous economic power of the Teamsters, it will place the underworld in a position to dominate American economic life in a period when the vitality of the American economy is necessary to this country's preservation in an era of world crisis. This Hoffa cannot be allowed to do. * * *

* * * Recent testimony indicates that attempts are being made to consolidate the Teamsters Union with a union expelled from organized labor for Communist domination, an alliance which could easily cripple the country at will.

If Hoffa is successful in combating the combined weight of the U.S. Government and public opinion, the cause of decent unionism is lost and labor-management relations in this country will return to the jungle era (pp. 109–110).

The committee has continued its investigation during the past year of Hoffa and the Teamsters Union and has conducted another long series of hearings. These have served to highlight and underline conclusions of the foregoing findings.

To the great weight of previous evidence is now added another mass of testimony substantially corroborating all that has been said before in delineating the gross abuses inflicted upon rank-and-file teamsters by Hoffa and the handpicked hierarchy that surrounds him. These solidly founded facts fully justify a general finding that Hoffa makes only a pretense of fulfilling the grave responsibility and trust that his position as general president entails.

Hoffa's whole record is, indeed, a model of inconsistency. He argues vociferously on the one hand that using his constitutional powers to rid the union of thieves, extortionists, dynamiters, thugs, and dope peddlers would seriously undermine traditional lower level autonomy under which members supposedly have inalienable rights to choose their own leaders.

On the other hand, Hoffa's rise to the higher echelons of union command has been accomplished through a remarkable ability to concentrate negotiating power and control over contracts into the hands of himself and a selected clique subservient to his will. Thus, under his aegis, areawide master agreements have become instru-

ments that have operated to strip local unions of virtually all autonomy in contract matters.

Applying to Hoffa the accepted standards governing the credibility of witnesses can lead only to the irrefutable conclusion that his testimony taken as a whole is unworthy of belief.

Any reasonable test of its probative value must inevitably produce a finding that it is a curious and practically unfathomable mixture of ambiguity, verbosity, audacity, and mendacity.

The committee finds that the evidence fully supports the findings that Hoffa extended special deals to employers with whom he had special business or social ties. His relationships with Carney Matheson, chief negotiator for employers in the Central States Conference, and with Riss & Co. and Trans-American Freight Lines are cases in point. The testimony is undisputed that he withheld strike sanctions and that he entered contract negotiations to force acceptance of clauses obnoxious to other union leaders and to the rank and file to the accompaniment of a boast by one employer representative that "he had Hoffa in his back pocket."

The committee finds that Hoffa entered into collusive arrangements by which contract terms were arbitrarily abrogated or watered down to a degree that left them virtually meaningless. These side agreements were made without ratification by the membership directly affected, were never reduced to writing, occurred in some instances without the knowledge of the rank and file and in some instances, where the existence of such agreements did become known, over the protests of the membership.

The committee finds, as a corollary of these alterations of contract policy and nonenforcement of contract terms, that Hoffa arbitrarily established grievance machinery outside the contract, featured principally by the channeling of grievances into his own local 299 in Detroit where he was thus able to insure a greater measure of control over their disposition.

The committee finds from the record before it that Hoffa and/or his aids have negotiated contracts on an areawide basis and then peremptorily notified local unions that the contracts were in force and that the terms were binding on them, without the local unions ever having been afforded an opportunity to participate in the negotiations or an opportunity to accept or reject.

Testimony in the record shows that, in at least two instances, officials ousted by vote of the membership have signed contracts without any authority from the members with the sanction of Hoffa. In one case, the contract was signed by an officer ousted for extortion and in the face of a recorded vote rejecting the contract. The employer was a client of Matheson.

The committee finds that Hoffa, without any express authority from anybody, made substantially lower contract offers to employer representatives with the obvious purpose of undermining the strength of union officials known to be opposed to him and his methods. This is illustrated by the testimony of his intervention in the New York negotiations.

The committee finds in the 1959 testimony instance after instance of unconscionable betrayal of his own members. His Central States Conference master contract provides that no employee can be re-

quired to purchase a truck or tractor-trailer as a condition of continued employment. But Hoffa acquiesced in the Riss case to a deal where owner-operator status was forced on the drivers under a leasing arrangement whereby a driver ultimately had to pay a total of $14,850 for a truck that had been depreciated down to $1,628 on the company's books at the time. The terms of the lease were so onerous that the drivers were forced to surrender before title to the trucks could pass to them and the company thereby realized $228,703.76 from forfeitures.

In the Riss and Trans-American cases, the committee finds that Hoffa permitted the employers to force drivers to accept the deal calling for 1½ cents a mile in lieu of fringe benefits, despite the outraged protests of the rank and file. Riss was allowed to bypass established grievance machinery by transferring all of his drivers into Hoffa's local 299 at Detroit, and Trans-American was the beneficiary of the other departure from contract procedure by which grievances were channeled to local 299.

The committee finds from the testimony that Hoffa and/or his aids resorted to reprisals and harassment of local officials who opposed his policies. Grievances were decided against union members because officials of their locals were "on the wrong side politically," and Hoffa supporters even engaged in strikebreaking activity in Illinois and Detroit in a concentrated effort to liquidate their foes. In one case, there was encouragement and even financial assistance for the formation of an independent union to drain away members of a recognized Teamster affiliate where a decent rank-and-file element had ousted crooked officials. In another case, where members withdrew from the Teamsters and forced an independent union to preserve their integrity after refusing to bow to a Hoffa edict for consolidation of several unions into one unit under the domination of a convicted felon, high Teamster officials used every weapon at their command to break a strike.

The committee finds that the ultimate for ridiculous situations from the standpoint of contracts is represented by the case of Chi-East Trucking and Midwest Haulers where one company has a contract with the Teamsters but no drivers and the other has drivers and no contract. Here again was evidence that drivers carrying union cards could get no help from a Hoffa-controlled Chicago union that obviously knew the employer was openly and willfully violating contract terms.

The committee finds that Hoffa made an effort to change the complexion of the court-appointed Board of Monitors in a manner calculated to neutralize opposition from that quarter. Hoffa has resisted from the start all efforts by the monitors to restore the international union to a position of fiscal responsibility and to respectability in the labor movement. His inclination to corrupt as a means of obtaining his objectives is well manifested by the proffer of fees he purposely had objected to paying in exchange for the resignation of Godfrey Schmidt and his replacement by another monitor who would be sympathetic to his views.

The use of his newly acquired allies, Harry Bridges and Louis Goldblatt, leaders of a union expelled from organized labor because it was Communist dominated, in the intricate maneuvering to change

the monitor setup, was wholly in keeping with Hoffa's past record and indicative of the fact that he will form alliances with anybody, regardless of their record or reputation, to further his own ambitions. His support in a financial way of another Communist union, Local 123, Furniture Workers, Upholsterers & Woodworkers Union of Los Angeles, of which Gus Brown was bargaining agent, and his refusal to move against a known Communist in New York, Al Reger, who continued to hold office after a conviction for extortion, are additional illustrations of his disdain for the consequences of such associations.

The Hoffa-Benjamin Dranow rapprochement conveys some intriguing connotations. The two interim reports of this committee have dealt in detail with the circumstances under which Dranow was the beneficiary of Teamster loans while he was the owner of the John W. Thomas Department Store in Minneapolis.

The committee now finds him as the central figure and clearly the emissary of Hoffa in an assortment of complex financial transactions. The evidence shows that Dranow was prominently identified with a scheme to revive the abortive Sun Valley project in Florida which victimized hundreds of Teamster members.

Notwithstanding the fact that the monitors even now are seeking Hoffa's removal from office on the basis of his action in sending $500,000 in Teamster money to a bank in Orlando to remain on deposit without interest as a guaranty for the financing of the Sun Valley project, the committee now finds Dranow using the identical approach on the resuscitation attempt. There is uncontradicted testimony that Dranow proposed to another Florida banker that $1 million in Teamster money would be deposited interest free as security for Sun Valley financing. There is also positive evidence that he tried to induce developers to complete the project with promises that financing would come from the Teamsters.

The committee also finds from the evidence before it that the principal asset of the Dranow-owned Union Land & Home Co. was the capital stock of Sun Valley, Inc., acquired in a strange deal which significantly freed Henry Lower (the man who turned over $25,000 to Hoffa in a paper bag) from a $134,000 liability on the books of Sun Valley. Long after the hearing Hoffa supplied the committee with a copy of an unexercised option dated April 15, 1955, to purchase 45 percent of the Sun Valley stock from Henry Lower for $27,000. It is obvious that if this project had been successful, Hoffa would have greatly profited. The project being unsuccessful, he did not exercise his option.

The committee also takes judicial notice of the fact that Dranow and his "front," S. George Burris, were soliciting "finder's fees" and "accounting fees" to promote financing with Teamster funds, and that Burris was a principal in syndicates that obtained more than $2 million in loans from Teamster welfare and pension funds with the recorded concurrence of Hoffa personally in one case.

The committee finds that in the Teamster jacket deal that Hoffa and Dranow obviously contemplated a long-range, systematic exploitation of the hundreds of thousands of Teamster members through the distribution of a wide variety of articles bearing the official Teamster insignia. The magnitude of such an operation is apparent when the evidence shows that Hoffa and Brennan spent more than $325,000 from

the treasuries of locals 299 and 337 in Detroit for the purchase of jackets alone and enabled Dranow to realize more than $70,000 from "commissions" and "loans" that were never repaid. An interesting sidelight is the fact that Dranow intertwined in the "commissions" and "loans" from a supplier of the jackets an arrangement whereby the Minneapolis department store stock, which he had acquired for less than $14,000, was passed on to the supplier for $50,000. The supplier found the stock was being held in escrow as security for the Teamster loans.

The committee also found Dranow, Burris and his son and Louis "Babe" Triscaro, president of Local 436 IBT, involved at various stages in the bizarre plot to use surplus U.S. planes to smuggle arms to the Caribbean area, a plot which was nipped in the bud by U.S. customs agents. The committee is satisfied that its active interest in these developments was all that prevented another $300,000 of Teamster funds from being committed to the financing of this venture.

The committee finds in the cases of Theodore Cozza, Harold Gross, and Joseph Prebenda that these are more examples of the extent to which Hoffa's henchmen are actuated by greed. Not content with drawing lush salaries and liberal expenses from their union positions, these three enjoyed long tenure as parasites on the payrolls of publishing companies whose chief officers testified frankly before the committee that they performed little or no actual work and were paid only because the companies wanted peace to avoid labor trouble.

In the case of local 805 in New York, the committee finds that this situation is strikingly illustrative of the appalling consequences of racketeer infiltration of a union and the callous contempt displayed by entrenched officials for the ordinary rank-and-file member whose dues money supports the operation. This is the local dominated by Abe Gordon, intimate associate of Hoffa and bosom pal of the notorious Johnny Dioguardi. One of its trustees shows convictions for murder and trafficking in narcotics. Gordon, who was transformed practically overnight from a trucking company owner to union leader, has been surrounded during all of his business and union life by men with criminal records, principally for peddling narcotics. His company hasn't had a contract with the Teamsters since 1946 and his drivers are paid below prevailing union scale.

Gordon exercises dictatorial power as administrator of the union's welfare fund from which he has managed to extract more than $225,000 in "commissions" and unverified expenses in a little more than 9 years. The testimony presents the incongruous picture of this supposed champion of militant unionism buying land at a grossly inflated price from his own cousin and then building a bungalow colony with nonunion labor.

Meanwhile, the local's secretary-treasurer, Milton Holt, an admitted perjurer, is found to be a constant companion of a known criminal actively engaged in dope peddling and using the union's office as an operating base. Holt also negotiated a long series of unsecured and interest-free loans from persons with whom the union had labor contracts and reaped large profits from transactions involving stock of these companies. He also collected $3,600 in dividends which went unreported in his income-tax returns.

In local 560, the Committee finds the top officials arrogantly levying tribute upon employers who reluctantly paid to avoid labor trouble. Here, again, is the example of entrenched gangsterism that never lets go, as evidenced by the announced intention of the aging international vice president, John Conlin, one of those accused of extortion, to see to it that he is succeeded in the international office by Anthony "Tony Pro" Provenzano, also accused of forcing employers to pay handsomely for labor peace. Provenzano, for years identified with major criminals in the New York-New Jersey area, is a recognized Hoffa henchman. The committee finds from the testimony that local 560's officers considered the union treasury as a private preserve into which they dipped heavily for annual salaries of $19,500 each and new Cadillac automobiles. The record shows that 75 to 86 percent of total income of the 10,000-member union in 1957 and 1958 went for salaries and expenses and to create vested rights for them in a "defense pension fund."

The committee finds, in the case of local 808 in New York, an outstanding example of ruthless repression of democratic rights as exemplified by the conduct of John McNamara, another great Hoffa supporter and also an associate of Johnny Dioguardi.

A dissident faction appeared to have gained control of the local by capturing four of the seven seats on the executive board. McNamara himself repudiated an agreement to abide by the decision of the Honest Ballot Association which conducted the secret ballot election and ordered a runoff election between McNamara and his opponent because it could not determine for whom certain challenged votes were cast. McNamara arbitrarily declared himself elected. When the three trustees, all elected with the support of the dissident group, challenged McNamara's authority to make certain expenditures, McNamara trumped up charges against them and had them tried before a kangaroo court of his own followers, who promptly found the trustees guilty and suspended them from office. They were reinstated after an appeal to Joint Council 16, whose decision just happened to coincide with the appearance of some of the dissidents as witnesses before the committee. McNamara, of course, still continues to hold his office with the dubious distinction of being the only candidate to ignore a ruling of the Honest Ballot Association in all of the thousands of elections that organization has supervised.

The committee finds that in the Los Angeles area where the Teamsters Union generally has an excellent reputation and where its locals are headed by hardworking and honest officials, Teamster President James R. Hoffa alined himself with the particular three officials who, as evidence before the committee clearly showed, were corrupt. In doing this, Hoffa conformed to the pattern he has established throughout the country.

John Filipoff, the testimony clearly showed, when rejected by the members of his own union, attempted to regain control of the local by pressure and intimidation. His conflict-of-interest relationship with a trucking employer clearly shows his unfitness to be a Teamster official. Nevertheless, Filipoff, after being voted out by Teamster members, was rewarded by James R. Hoffa with a job on the International Teamsters Union payroll.

Meyer (Mike) Singer established a reign of terror over the grease industry in Los Angeles and clearly sought to control both the industry's prices and practices in violation of established laws. Despite the clear testimony of the committee and despite his taking refuge behind the fifth amendment, Singer is still today official of that local and still a close personal associate of Teamster President James R. Hoffa.

Frank Matula, a convicted perjurer, has been rewarded by appointment as an international trustee of the Teamsters Union.

The committee finds that the Los Angeles Teamster movement would be far better served with the elimination of these three men from office, but it finds little hope that this will be accomplished until the source of their power—Teamster President James R. Hoffa—is himself removed from office.

The committee finds that Hoffa does not now have, nor has he ever had, any intention of moving against his racketeer friends. He and his attorney both admit that he has the constitutional power "to proceed to revoke or order the revocation of the membership" of any member who is convicted or pleads guilty to a crime, thus bringing the union into disrepute.

But the record before the committee shows conclusively that he has never moved to exercise his powers even after convicted union officials have gone to jail and even through they continue to hold office and draw salaries and even Christmas bonuses while languishing in prison. Teamster funds have been wantonly squandered to defend these criminals and there is testimony that more money went out of the union treasuries to support their families while they were in jail.

One of the most outrageous aspects with regard to Hoffa's failure to act is found in the Tennessee case where Hoffa was goaded into ordering the suspension of two officers who were found months later still holding forth in their official positions and spending handfuls of Teamster money and employing Teamster counsel to defend a charge of income tax evasion growing out of their use of $18,500 from the Teamster Union treasury to bribe a judge.

When asked about other specific cases, Hoffa brazenly asserted that he didn't act "because there was nothing before him" and he is also on record near the close of his testimony as saying he would do nothing until the life of this committee has expired.

Hoffa also blatantly declares an intention to move cautiously because it is his duty "to preserve the union without destroying it" and he says he subscribes to the principle that there must be due process both in the courts and before union trial boards. Hoffa, however, totally ignores the fact that these criminals already have had the benefit of due process in the courts, purchased by the liberal use of Teamster funds, and have been convicted. It may be that his concept of due process, as illustrated by the McNamara situation, is trial before a kangaroo trial board with a predetermination of what a verdict shall be.

In August 1958 Hoffa announced the creation of an antiracketeering commission within the Teamsters Union and the designation of former U.S. Senator George H. Bender as its chairman. Ten months later, Bender was before the committee as a voluntary witness and admitted that nothing has been done although he does have "some

recommendations." It also appears in the record that the commission has not even held a meeting since December 1958.

The committee has no confidence that this Hoffa-inspired commission will accomplish anything in the way of purging criminals and racketeers from their positions of power at all levels of the Teamster organization. The committee regards it as nothing more than expensive window dressing for which thousands of dollars of Teamster money already has been spent.

The record before the committee very clearly establishes Hoffa's contempt for duly constituted authority. Time and time again he has evaded answering pertinent questions by referring the committee to other persons he claimed were in possession of the desired information. When these persons were summoned to testify they invoked the fifth amendment.

A case in point is Hoffa's claim that he did not know the source of the $19,500 in cash paid to his codefendant in the wiretap trials, Bernard Spindel, and the more than $14,000 in fees paid to Spindel's attorneys. When Owen Bert Brennan and Walter Schuler of local 337, named by Hoffa as the persons who knew where the money came from, were summoned to testify they took the fifth amendment.

When to this conduct is added the spectacle of Hoffa raising five fingers as a signal to such witnesses to invoke the fifth amendment, no further comment on his motivations is necessary.

Isolated bits of testimony given on different days by different witnesses having no connection with each other serve to form a composite of Hoffa's dictatorial attitude. One witness quotes Hoffa as saying that in the Teamsters Union "every member stands up and has his vote counted and God help him if he votes the wrong way." Another quotes Hoffa as warning him that "I get what I want." A lawyer for a teamster who filed a lawsuit to collect on a grievance totaling hundreds of dollars testified that Hoffa ordered him to settle for 40 percent "because I say so." A union official related how Hoffa told him to take orders from Hoffa's majordomo in Ohio, William Presser, "because that's the way it is going to be."

Hoffa has made public pronouncements of his intentions to use every legal device he can find to rid himself of the court-appointed monitors. He has declared an avowed purpose to campaign for the defeat of Members of Congress who voted for passage of the Labor-Management Reporting and Disclosure Act of 1959.

The committee finds that Hoffa, more than any other single individual, must bear the responsibility for specific provisions of the law that is now on the Nation's statute books. The decent elements of organized labor have hung a pariah's label on him.

When the committee said a year ago that "if Hoffa is successful in combating the combined weight of the U.S. Government and public opinion, the cause of decent unionism is lost and labor-management relations in this country will return to the jungle era," the statement was indeed prophetic.

From this point on, the fate and the future of James R. Hoffa rest with the executive and judicial branches of the Government, the monitors, and inevitably with his own members.

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86TH CONGRESS
2d Session

SENATE

REPORT
No. 1139
PART 4

FINAL REPORT

OF THE

SELECT COMMITTEE ON IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

UNITED STATES SENATE

PURSUANT TO

S. Res. 44 and 249

86th Congress

PART 4

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CONTENTS

	Page
The coin-operated music, amusement, and cigarette vending machine industry	733
Findings—The coin-operated music, amusement, and cigarette vending machine industry	855
Summary of committee activities and achievements	867
Acknowledgments	879

86TH CONGRESS
2d Session

SENATE

REPORT No. 1139
Part 4

FINAL REPORT

MARCH 31, 1960.—Ordered to be printed

Mr. MCCLELLAN, from the Select Committee on Improper Activities in the Labor or Management Field, submitted the following

REPORT

THE COIN-OPERATED MUSIC, AMUSEMENT, AND CIGARETTE VENDING MACHINE INDUSTRY

I. INTRODUCTION

Alarming examples of criminal domination of legitimate business achieved by using corrupt unions keynoted the committee's extensive hearings on the nationwide conduct of the coin-operated music, amusement, and cigarette vending machine business.

DESCRIPTION OF INDUSTRY

Coin-operated machines represent automation in the retailing of services and goods. Among these are music machines (jukeboxes), amusement and game machines (such as pinballs, etc.), cigarette machines, and in an ever-increasing scale, the vending of beverages, foods, confections, etc.

In spite of the coin machines' diversity of appearance, product, and service, they are grouped generally into four categories.

1. Gambling devices

Included here are the familiar "one-armed bandit" or slot machine; its successor pinballs, diggers, crane and claw machines, capsule horoscopes, and similar vendors. Each operates only in conjunction with an element of chance.

Although gambling machines are banned in almost every State, as well as from interstate shipment by Public Law 96, the committee learned that some types of these machines were produced primarily in the Chicago area and shipped in quantity throughout the Nation.

The most widely distributed device was the "payoff" pinball. Although manufactured with a label proclaiming it to be "For Amusement Only," by testimony and demonstrated use, it was established

that this device parts a player from his money faster and more effectively than did the "one-armed bandit." The immense gain realized by the owners of this device made its operation irresistible to racketeers.

2. Amusement machines

These consist mainly of movie machines, shuffleboards, bowlers, modified pool tables, and similar games placed in neighborhood taverns or in the familiar "penny arcades."

3. Jukeboxes

More than 500,000 coin-activated phonographs were operated in the United States. During each of the past several years, the cash flowing through them exceeded $300 million. Every area of committee inquiry showed collusive ventures by racketeers in operator associations and union locals, to repress competition for that revenue.

4. Automatic vendors

This is the fastest growing industry component. These vendors include machines selling cigarettes, soft drinks, coffee and other beverages, food items, confectionery, and services such as washing machines, shoe-shining devices, etc. In 1957, coin-operating merchandisers sold products having a retail value of more than $2 billion. The variety of articles offered through these machines has been expanded by continuous and ingenious engineering and promises an unlimited increase in future volume. The vending field of this industry has thus far been invaded to only a limited extent by racketeers and this mainly in the field of cigarette machine vending. The major part of the vending machine industry is controlled by reputable businessmen who have thus far in the main been successful in resisting the inroads of racketeers.

These common characteristics of all coin-operated machines appeared to be aiding the spread of underworld control of this entire industry from their bases in gambling machine business and, to some extent, their control of the jukebox industry.

INDUSTRY MEMBERSHIP

The cooperation of four separate groups is required before a consumer can command a service or product by inserting a coin into a machine:

1. Manufacturers

Large corporations with substantial fabricating facilities, producing the finished, ready-to-function machine.

2. Distributors

Locally owned "dealerships," franchised by a manufacturer as its exclusive sales agency in a particular territory. They are more akin to wholesalers than retailers, for distributors will not sell coin-operated machines to any person willing and able to purchase one, but will sell only to "operators." In the vending industry the distribution differs in some respects from the music and game machine business in that cigarette and other vending machines are sold to operators through salaried factory salesmen.

3. Operators

Owners of from five to several thousand coin-operated machines, located in public places within a limited geographic area, so that they can be serviced economically. A string of machines so placed is termed a "route." The operator retains title to his machines and the responsibility of their operation. For permission to place his machines where the public will use them, he pays a percentage of his earnings, or "take," as a commission to the "location owner."

4. Location owner

Holds the right of possession of the space ("location") in which the operator places a machine. Location owners seldom own their own machines, for it has long been an industry policy and practice not to sell machines to them. Thus, the location owner is compelled to rent a machine from a "bona fide operator." Customarily, a businessman must have at least five machines and rent them commercially to qualify as a "bona fide operator."

METHODS OF OPERATION

Committee inquiry in Cleveland, Chicago, Denver, Detroit, Los Angeles, Miami, New Orleans, New York, Portland (Oreg.), Seattle, and Youngstown disclosed that operators were organized into local associations purporting to be "nonprofit" trade groups dedicated to "uplifting the ethics" of its members. Actually, these associations functioned to restrain trade by allocating territories and customers, by fixing prices to the consumer, and by setting commission rates paid to location owners. The associations also boycotted the sale of new machines by manufacturers, in order to keep their old machines in operation, thus maximizing profits. Profits available to the operators were enhanced greatly by such collusion among themselves seeking to:

(1) Preclude locations from owning their own machines and to force them to rent the machines from the operators;

(2) "Stabilize" the industry, by agreement among themselves to "respect" the locations on which their coconspirators have machines. (When a location owner is induced by an operator to substitute the latter's machine for one already on the premises, the intruding operator is accused of "jumping" or "bumping" the location);

(3) Fix the prices which the public will pay for using the machines; and set the commission the operator will pay to the location owner;

(4) Keep nonmembers of the operators' group from competing with them;

(5) Keep the manufacturers from forcing the operators to buy quotas of new machines each year. This threat arises from the use of distributor-subsidized "whip" companies that put new machines on location to create a demand for such new equipment.

The operators customarily effected these restraints by forming associations with bylaws (variously called "codes of ethics," "courtesy rules," etc.), binding each other to these objectives. The agreements were enforced by the threat of other association members to gang up on the business of a dissident. In the 1930's and the early 1940's these

objectives were attained in some areas by terrorism, coercion, and other forms of criminal activity engaged in by mobsters with direct interests in locations, or by hoodlums hired by otherwise noncriminal operators to force nonmembers (such as location owners, distributors, and new entrants into the field) into not competing with the associations. In more recent years, the techniques for domination became more sophisticated and the weapon demonstrated to be the most successful was the subservient trade union local.

Today, a mere telephone call from an association member to the proper union leader stops all deliveries to a location. This effectively keeps location owners from buying their own machines, from accepting a machine from other than the operator to whom the territory had been allocated; or from complaining about his commission. Because the Teamsters Union controls deliveries to most locations, it has become the preferred affiliation for such racket locals.

1. Use of union labels

A tool used in maintaining control at the operating level has been a union label prominently displayed on the machine. Ostensibly, this allows union-minded people to support unionized workmen by patronizing only machines having a union label. Actually, the label had several purposes:

(*a*) By restricting their issuance to operators in collusion with the union, an easy visual check was possible to determine if nonapproved machines were on location; and/or for which tribute was not being paid to the union;

(*b*) By relating the stoppage of a location's deliveries to the absence of a union label, a sham legality was given such coercion;

(*c*) By requiring operators to pay for labels (contrary to the practice of honest unions), corrupt union officials extort tribute from operators neatly proportioned to that individual's ability to pay; and

(*d*) By withholding labels, the union could drive an operator out of business.

Thus, the person controlling the issuance of the labels controlled the coin-machine business in his area.

The history of every coin-machine union local investigated by this committee disclosed its formation, sustention, and direction by and for employers. In Detroit, for example, the committee discovered that during a period of 20 years, 10 different unions asserted jurisdiction in this field. Every one had been formed, subsidized, and maintained by and operated for employers. Their obvious purpose had no relation to legitimate labor objectives, and the committee could find no evidence that any one of these locals protected or improved the wages, working conditions, or standards of the industry's employees.

II. Criminal Infiltration of the Industry

A parade of witnesses from cities in California, Colorado, Florida, Illinois, Indiana, Louisiana, Michigan, Missouri, New York, Ohio, Oregon, Pennsylvania, and Rhode Island disclosed that the honest, legitimate people who are in the great majority in the industry have been widely victimized by racketeers and thugs.

An astounding proportion of known criminals was found with controlling roles in either—and sometimes both—union or employer groups.

The gambling and jukebox segments reflected the deepest criminal permeation. However, underworld tentacles were evident in game and vending machine operations. In Chicago, for example, ex-Capone lieutenant Eddie Vogel was shaking down game machine operators. The notorious Longy Zwillman, a suicide just prior to his projected appearance before this committee, controlled New Jersey's largest cigarette machine route, and an affiliated, equally large operation of coin-operated washing machines. His close associate was Gerardo Catena, who was also in the game machine business. Notorious hoodlums such as John Vitale in St. Louis, Ray Patriarca in Providence, Joe Salardino in Denver, and Frank Zito in Springfield, were but a few of the criminals with extensive and growing interests in this industry. It appears no small coincidence that of the 68 criminals attending the notorious conclave at Apalachin, N.Y., in November 1957, more than a dozen, including Zito and Catena, were connected with the coin-machine industry.

Underworld domination of the gambling segments of the industry has been long known to Government agencies. Mr. Joseph A. Kearney, of the Tax Rulings Division, Internal Revenue Service, was asked:

> Mr. KENNEDY. Now, * * * a memorandum * * * dated January 23, 1959, from the Acting Assistant Commissioner, Operations, * * * "Classification for excise tax purposes of pinball machines having certain gambling features," says:
>
> "The Department does not believe that the use of criminal sanctions will do much to encourage voluntary compliance in this area, because of the usual character of the taxpayers involved."
>
> What did he mean by that?
>
> Mr. KEARNEY. Well, it is not the best element.
>
> Mr. KENNEDY. You mean the people who are running these and distributing these machines?
>
> Mr. KEARNEY. That is true * * *.
>
> * * * * *
>
> Mr. KENNEDY. Do you find from your investigation and examination in dealing with this subject that there are an unusually large number of underworld figures dealing with these kinds of machines?
>
> Mr. KEARNEY. Well, * * * since 1952, I have been limited purely to tax rulings. * * * every case * * * it was a substantial element of the underworld in this business prior to that time.
>
> Mr. KENNEDY. * * * do you have any information that that situation has changed * * *?
>
> Mr. KEARNEY. From the reports I have heard from the Intelligence Department, it is still true (p. 16566).

Detective Captain Richard Hackmeyer, St. Louis Police Department, explained that John Vitale, notorious hoodlum operator of jukeboxes, pinballs, and cigarette vendors, had started the cigarette vending company to use as a lever for putting pinballs and other types of

gambling into taverns where he placed cigarette machines. Hackmeyer found also that Frank "Buster" Wortman, a leader of the St. Louis underworld, had controlling interest in the Plaza Amusement Co. Hackmeyer was asked:

> Mr. KENNEDY. So you have the two top gangsters in the St. Louis area * * * in the coin-operated machine business. What would be the reason in your estimation as a law enforcement official * * *?
>
> Captain HACKMEYER. * * * profits are terrific, not only legitimately but with the opportunity to control these tavern locations, * * * and should gambling have been permitted they would have reaped a tremendous profit. Even without the gambling, due to their method of operation, it is very simple for them to make more than appears on the records. There is a lot of top or soft money involved in this pinball operation.
>
> Mr. KENNEDY. Do you find, also, because * * * they have cash available * * * they can make these loans to these location owners and that * * * the location owners are very subject to pressure?
>
> Captain HACKMEYER. That is right, sir. They seem to have unlimited capital.
>
> Mr. KENNEDY. It would not be necessary, really, to use violence to a location owner in the St. Louis area, if you told him that either John Vitale or Buster Wortman were behind the operation.
>
> Captain HACKMEYER. The reputation, sir, carries great weight, and is hardly necessary to even indicate any muscle.
>
> * * * * *
>
> Mr. KENNEDY. And they have the reputations, both of of them, of being killers, and have the reputations of being the head of the underworld in that area?
>
> Captain HACKMEYER. That is right.
>
> Mr. KENNEDY. So when you would go to a location area and say "Buster Wortman would like to have you move this machine in," there ordinarily wouldn't be a great deal of hesitation about it; is that right?
>
> Captain HACKMEYER. That is right, sir. They would more or less appear, and their salesmen are known. Of course, they did have the money. To give you an idea of the reputation founded or unfounded, one location owner, when I asked him why he didn't change since he complained about the reputation of these people in there, and he felt he was being shorted on his cut from the cigarette machine, he said, "You fight the Mafia, not me" (p. 16580).

On July 1, 1958, a committee hearing on the activities of the criminal syndicates produced another significant reason for the untoward number of criminals in the coin-machine business. Agent Martin F. Pera, U.S. Bureau of Narcotics, was asked:

> Senator CURTIS. * * * Now, do groups like the Mafia go into union business because it is revenue producing, too?

Mr. PERA. Yes. Their primary consideration is the revenue-producing thing.

Senator CURTIS. The revenue from the workers, as well as the opportunity for illicit things, such as extortion?

Mr. PERA. As well as the opportunity to control programs and entire industry (p. 12257).

Another and shocking reason for increasing industry control by the underworld was the willingness of ostensibly reputable business concerns to use criminals to increase sales.

Milton J. Hammergren, vice president and general sales manager from 1939 to 1947 for the Rudolph Wurlitzer Co., a major jukebox producer, testified:

Mr. HAMMERGREN. * * * It was my duty to sell jukeboxes * * * in particular areas we had a lull in sales * * * in particular cities we weren't doing so good.

Mr. KENNEDY. * * * how you were able to achieve distribution where you had difficulty in the past? * * *

Mr. HAMMERGREN. Well, let's take Chicago. I had a very intimate friend name Goldberg. * * * Al Goldberg was a very aggressive and well-connected, so to speak, individual * * * I used him * * * as a sort of spearhead wherever I had trouble.

Mr. KENNEDY. What do you mean "well-connected" * * *? He had connections then, with the underworld element in the United States?

Mr. HAMMERGREN. Yes, I would say so (pp. 16531, 16532).

Hammergren described his first sale of some 550 jukeboxes to Dennis "The Duke" Cooney and Jake "Greasy Thumb" Guzik, principals in the Century Music Co.

Mr. KENNEDY. What was Mr. Dennis Cooney's background?

Mr. HAMMERGREN. * * * He is quite a notorious character around Chicago, from what I have been able to determine. I personally don't know, but he was connected with the red light district, slot machines, and things of that nature (p. 16534).

(Both Cooney and Guzik were members of the Capone mob. Guzik has been termed the financial genius of Capone's operation and long after Capone left the scene, Guzik continued as an underworld power. At the time of his death in 1956, he was a gambling partner of record with Chicago syndicate leader Tony Accardo.)

Mr. KENNEDY. Did you * * * make these same kind of connections in other cities in the country?

Mr. HAMMERGREN. Well, New York * * * we weren't too successful * * * we proceeded to * * * reorganize and set up a more aggressive distributorship.

* * * * *

Mr. HAMMERGREN. * * * we put in Eddie Smith, Meyer Lansky, Bill Bye, and I had a piece of it myself. * * *

* * * * *

Mr. HAMMERGREN. * * * We were much more successful after we got reorganized. We had unlimited capital and we were able to get more boxes out in New York than we ever did before.

Mr. KENNEDY. Did he then expand—Meyer Lansky?

Mr. HAMMERGREN. Yes; he was in Philadelphia for a while.

Mr. KENNEDY. Had you been having trouble up in Philadelphia up to that time?

Mr. HAMMERGREN. Yes.

Mr. KENNEDY. Was he successful when he was associated there?

Mr. HAMMERGREN. That is correct (pp. 15535, 15536).

Hammergren testified he made arrangements in St. Louis for "Buster" Wortman to permit the distribution of Wurlitzer jukeboxes; in St. Paul and Minneapolis he arranged for hoodlums Morris Roisner and Sam Taran to effect distribution; and, subsequently, in Florida, when Taran moved to Miami (pp. 16539, 16540). In Michigan, Hammergren increased sales by making Angelo Meli a distributor.

Mr. KENNEDY. At one time he was Public Enemy No. 1 in Detroit.

Mr. HAMMERGREN. Yes, I say personally—I knew about it. * * * (p. 16542).

Hammergren admitted he and his company's officials knew that the criminals to whom they had given distributorships were not able to sell their jukeboxes without using force.

Mr. KENNEDY. And you say on occasions where it was necessary, muscle was used; is that right?

Mr. HAMMERGREN. * * * Yes, you have to use some force; as I related Cleveland was certainly force. St. Louis was force, I would say.

Mr. KENNEDY. Were company officials upset about the use of force?

Mr. HAMMERGREN. Company officials, of which I was one; yes, we didn't like it but we still had to sell jukeboxes. We all knew about it, and we knew what the problems were. We tried to go along with it the best we could.

Mr. KENNEDY. Even if it became necessary that somebody was killed during the course of it?

Mr. HAMMERGREN. Well, that's pretty broad, Mr. Kennedy. I don't think we would condone that knowingly. No.

Mr. KENNEDY. I mean, if somebody, just in the course of trying to get your boxes distributed, if somebody was killed, that was taken as part of the trade?

Mr. HAMMERGREN. That is one of the liabilities of the business.

Mr. KENNEDY. And the people that you found, as a general rule—the only people who could get this distribution achieved were these people with the underworld connections, as a practical matter?

Mr. HAMMERGREN. Yes, that is true. * * *

Mr. KENNEDY. * * * Why would the underworld figures be so much more successful in getting boxes distributed than an ordinary citizen?

Mr. HAMMERGREN. Well, not being one I will just have to guess. They have connections; they were able to do things that the ordinary individual wasn't able to do in a big metropolitan area. They had unions and associations at their disposal (pp. 16546, 16547).

Findings of various Government investigations during the past 7 years were related by a participant in them, committee Assistant Counsel Arthur G. Kaplan.

Mr. KENNEDY. How many different cities have you gone to, to make a study of this industry?

Mr. KAPLAN. * * * at least a dozen and a half, possibly more.

Mr. KENNEDY. Now, could you tell the committee whether we have found an unusually large number of underworld figures in this industry?

Mr. KAPLAN. Yes, sir. One of the very significant characteristics of the entire industry is the permeation of racket figures in it. No matter where you go, you are almost certain to find that leading operators in various areas are hoodlums, and they are people with racket connections and they are people with police records.

This is not true about the majority of the operators in each area, but it would be true in many, many places about the leading people in the area, or the people having the so-called cream of the business (p. 16513).

* * * * *

Mr. KAPLAN. * * * In many of the metropolitan areas, reputable businessmen who have been in the industry for many many years are just throwing up their hands and getting out, because they cannot do business on the terms they have to to compete with people who have hoodlum connections (p. 16514).

Mr. KENNEDY. Is it also correct that probably the top hoodlums and racketeers or members of the underworld in the United States over the past 20 years have been in the coin-operated machine business?

Mr. KAPLAN. I think we could establish almost every major racketeer.

Mr. KENNEDY. Tony Accardo, and Frank Costello, and Longy Zwillman in New Jersey, and Jack Dragna?

Mr. KAPLAN. Yes, sir.

Mr. KENNEDY. Eddie Vogel, and Marcello from New Orleans, and Meyer Lansky, as examples?

Mr. KAPLAN. Yes, sir (p. 16528).

Kaplan explained why he found the industry attracted the underworld:

Mr. KAPLAN. * * * First, it provides an excellent opportunity to convert illicitly earned money to a reportable cap-

ital gain. For example, a man who has made money in narcotics * * * goes into * * * coin-machine operations * * * can * * * induce that tavern to take his machine by giving him an under-the-table payment, and he will say, "Here is a $500 bonus; I won't report it, and don't you report it."

* * * The lucrative nature of the business itself attracts these people. Additionally, it provides a very excellent cover for gambling and other types of activity.

For example, you use the same kind of service facilities to maintain various types of gambling equipment that you use to maintain perfectly legitimate jukebox or a perfectly legitimate cigarette vendor, and you use the same truck, and the same mechanics, and the same shop facilities.

In effect, many of them use the same invoices, so that when these things are shipped and the shipment is illegal, they cover this by purporting it to be a shipment of a jukebox in a crate or cigarette machine in a crate or automatic vendor in a crate.

Mr. KENNEDY. And then another way that these things can be used is where you have poor locations, and if a person in the underworld wanted to explain certain amounts of cash that might come from illicit operations, he can say that this cash came from a number of poor locations, where in fact it did not?

Mr. KAPLAN. That is exactly true, and he can put out poor machines and poor locations and have no money coming in, but he is in a cash business, and who is to say?

Mr. Kennedy emphasized the failure of law-enforcement agencies to eliminate the underworld from this industry.

Mr. KENNEDY. This is an industry that has been examined both locally and nationally over a period of the past 10 or 12 years at least, and yet nothing, really, has been done about it?

Mr. KAPLAN. No; that is exactly true. There is always a continuous flood of complaints by people who newly get into the industry and who don't know what the score is, or people who are getting fed up, finally. * * * They will complain to the local attorney, * * * to the police, * * * to the Federal authorities.

For some reason, during the past 10 or 12 years, during which time there has been some very extensive investigation of this industry, at all levels, local, State, and Federal, nothing substantial has ever been done to clear it up. As a matter of fact, the hoodlum infiltration and their continued concentration, using these techniques, has grown (p. 16529).

Attorney Rufus King, consultant to the American Bar Association Commission on Organized Crime, draftsman for the model anti-gambling law adopted in 1953 by the National Commissioners on Uniform State Laws, and chairman of the American Bar Association Section on Criminal Law, explained:

A bright new field of opportunity opened for the gambling machine industry when the first pinball games came on the scene early in the thirties (p. 16552).

He pointed out that the most widespread pinball machines are the "payoff" type, and:

> Mr. KING. * * * they are illegal in 47 of our 48 States, with Nevada being the 48th, and with the exception also, of two counties here in Maryland. So that this industry, except where it operates in Nevada and in these two counties of one State, is operating entirely in contravention of local laws.
>
> Mr. KENNEDY. But, just interjecting there, we have found, or you know that these kinds of machines, despite the law, are used very extensively in certain sections of the United States.
>
> Mr. KING. Yes, indeed. * * * (p. 16553).

Mr. King shed further light on why hoodlums had been attracted into the coin-machine business, and particularly the "amusement" segment of it. Referring to a pinball machine in the hearing room, he declared: "One of these modern gambling machines in a good location will gross up to $400 or $500 per week."

* * * * *

> Mr. KING. Assuming 100,000 of these machines are operating and assuming that they gross twice what an amusement game does, and I think that that is a moderate assumption, the income produced per year by this bingo-type of gambling machine would be $260 million (p. 16556).

Testimony about coin-machine operations in Gary, Ind., and New Orleans, La., established that industry participation gave to criminals the opportunity to obtain licenses for short-wave radio stations allegedly to dispatch vehicles servicing coin machines, but actually to disseminate racetrack results in furtherance of illegal bookmaking activities.

III. NEW YORK AREA

Although certain labor unions played a prominent part in the coin machine industry in the New York City area, the committee found that, in this field of business, bona fide trade unionism was practically nonexistent. Skeletal structures of unions were set up overnight for the sole purpose of providing the "muscle" whereby coin machine operators could expand their business. Not only local unions, but also international labor organizations were created on paper to give racketeering a semblance of respectability. The unions became creations of the coin-machine operators themselves, who banded together in associations and used the union-association contract and picket line as weapons to place their machines in coveted locations.

The committee's investigation in New York revealed that the coin machine industry in that area was largely dominated by the associations of the machine operators. In the field of the music machines, or jukeboxes, the predominant association was the Music Operators of New York, Inc., commonly referred to as MONY. Parallel to the operations of MONY were the activities of a similar association of the game or amusement machine operators. This was the Associated Amusement Machine Operators of New York (AAMONY).

The information developed by the committee was basically resolved into two parts. The first part had to do with the operation of the

MONY and its contract with Local 1690 of the Retail Clerks International Association and its predecessor, Local 786 of the International Brotherhood of Electrical Workers.

The second part of the hearings involved several separate unions which attempted by every possible means to wrest control of the jukebox industry. These unions, dominated by racketeers, started in the amusement and game machine segment of the industry, and from there attempted to take over in the field of music machines and juke-boxes.

MUSIC OPERATORS OF NEW YORK (MONY)

Mr. Albert S. Denver, operator of a jukebox and cigarette route and president of the MONY, provided the committee with important statistics showing the size of the industry in New York City and the importance of his association.

The MONY is made up of 160 members, who are operators of music machines. The average operator will maintain between 30 and 40 machines, and there are approximately 8,000 machines on location by the combined membership. Although an operator with any number of machines can now be a member, it was the practice for many years to exclude from membership in the MONY small operators with less than five machines. Since there are about 11,000 machines in operation in New York City altogether, it follows that only 3,000 machines are owned by independent operators.

It was brought out that the average gross income per machine is $20 per week, amounting to a total gross business for the industry in New York City alone of $11,400,000 per year. Since a machine is normally written off and replaced every 4 years, at an average price of $1,000, the sale of machines in the area would approximate some $2,750,000 each year. In the MONY, 13 of the largest operators owned between them 3,468 machines, or 41 percent of the total (pp. 16746, 16747).

The chief function of the union in the jukebox industry was to provide pickets to prevent the locations of the association's members from being breached. A self-employed member of the association was required to belong to the union and pay dues, but was prohibited from having any voice in the affairs of the union. Since the coin machine operators, whether jukebox operators or game machine operators, utilized the union to retain their locations against competition, and even to acquire new locations, the structure and activities of these unions became the most important part of the hearings.

The first union with which the Association of Music Machine Operators had a contract was local 786 of the International Brotherhood of Electrical Workers, headed up by Frank Calland. When the international revoked the union's charter in 1950, Calland continued to operate the union as an independent.

It was in connection with local 786 that the committee first heard of the extreme measures resorted to by the hoodlum leaders in order to stamp out competition. James Caggiano, an organizer of local 254 of the Retail & Wholesale Department Store Employees (RWDS), had been operating in the game machine field and as his membership dropped off, he started moving into the jukebox field.

Frank Calland, resenting this intrusion into his field of operations, made an appointment with Caggiano to meet at the office of Al Denver,

president of the MONY, to discuss their differences. When Caggiano showed up, Calland had two goons beat him unmercifully, after which Caggiano was hospitalized. After that incident, Caggiano stayed out of the jukebox field, confining his activities to the game machines.

Local 1690 of the Retail Clerks International Association came into the jukebox picture in 1953 when Paul Lafayette, vice president of the RCIA, gave a charter to Frank Calland for local 1690, which union then supplanted local 786 in its contract with the MONY. Lafayette, it is noted, was later expelled from the Retail Clerks as a result of his unethical practices as a union leader. Some of Lafayette's activities have been brought to the fore in previous hearings by this committee. Although Calland died in 1953 and was succeeded by Barney Schlang, local 1690 has continued until the present to be the collective bargaining agent with the Music Operators Association.

Mr. Stephen C. Vladeck, regional counsel for the Retail Clerks International Association, told the committee that in 1957 local 1690 was placed under trusteeship and so remains until the present time. He described it thus:

> The situation with regard to 1690 was quite different. Local 1690's officers immediately came in. They had presented us with their books and records, which were turned over to the district attorney of New York County, who has checked them and found no violations of law. We found that they had membership lists. We found that they had a collective bargaining agreement. And we found that they were willing to cooperate with us in the administration and correction of their affairs. We had many conversations with the officers of that local and the officers of the Music Operators Association of New York, with whom they had an agreement.
>
> After considerable soul searching, quite frankly, it was determined that that charter would not be revoked, that we would continue that local under international supervision, with the clear-cut understanding that the local was to function as a labor organization; was to negotiate with regard to wages, hours, and other conditions; that the local would not in any way act as enforcer by reason of loss of locations or obtaining locations for members of the association, and that if this was the kind of union which the industry was willing to accept, this was the only kind of union which we were willing to permit to continue under our charter (p. 16735).

ASSOCIATED AMUSEMENT MACHINE OPERATORS OF NEW YORK (AAMONY)

While it was found that in the jukebox industry local 1690 and its predecessor union enjoyed a continuous working contract with the operators association, the same was not true in the field of game machines. Here "paper" or "letterhead" locals sprang up overnight to muscle their way into the game machine business. Often headed by criminals, ex-convicts, and racketeers, these unions made no pretense of operating for the welfare of the workingman. They took no part in collective bargaining, and legitimate trade union activities for the benefit of union members were nonexistent. Some of these unions

which, over the years, had contracts with the AAMONY engaged in raiding the locations of the jukebox operators.

LOCAL 254, RETAIL AND WHOLESALE DEPARTMENT STORE EMPLOYEES

The first of such unions whose activities were explained to the Senators was local 254 of the Retail & Wholesale Department Store Employees International Union (RWDS). Charles Lichtman, head of this union, told the committee he first entered into the labor field in 1938 with a charter for this union. In 1940, he went into the coin machine business, and called the local union the United Coin Machine Operators Union. A contract was entered into with the heads of the AAMONY. The operations in local 254 with the AAMONY were interrupted during the war, when these amusement machines were outlawed (p. 16627).

In 1948, relations between local 254 and the AAMONY were reinstated, and a new contract entered into. According to Lichtman, he found out that the real purpose of the collective bargaining agreement was to protect the locations of the various operators who were members of the association. This was accomplished by the union furnishing pickets. Whenever a member of the association would have one of his locations jumped or breached by a competitor who was not an association member, he would call the union, who would then send out a picket. The picketing was never done at the place of business of the competing operator who jumped the location, but the picket would patrol the location itself, be it a bar, tavern, restaurant, or other establishment. The location owner had no controversy with either side, and was more or less "caught in the middle." The purpose of this, of course, was to force the location owner to go back to using the old machine belonging to the association member.

Pickets were hired at $1 an hour, and the union paid for this out of the "sticker money." It is noted that for every machine an operator had out on location, he paid 50 cents a month for a union label or "sticker" to place on the machine. This was in addition to the $2.50 a month union dues for each employee. The checkoff system of dues payment was used, and many employees never knew they were in the union, their dues being paid by their employers. According to Lichtman, the union lost its association membership, because it refused to require all its union members to join the association of operators. He testified that, in a meeting held with Theodore Blatt and Joe Hirsch, counsel and president of the association, respectively, these men informed him they had instructed the association members to pay no more money into local 254, and suggested that Lichtman sell the union contract with the association to another union. When union receipts dwindled to nothing, Lichtman followed their advice and sold the contract to local 222, the International Jewelry Workers Union, run by Irving Horowitz, for the sum of $2,000. This was done on January 11, 1952.

While Lichtman was operating local 254, he hired as an organizer James Caggiano. Caggiano had been born and raised on the lower East Side of Manhattan, where he became acquainted with such notorious underworld characters as Lucky Luciano, Joe Adonis, "Longy" Zwillman, Frank Costello, Dutch Schultz, and Meyer Lansky. During

prohibition, Caggiano was a bootlegger, working under Lucky Luciano. Later he became a chauffeur for Meyer Lansky, one of the country's top gangsters.

LOCAL 465, INTERNATIONAL UNION OF ELECTRICAL, RADIO, AND MACHINE WORKERS

It was while working for Lichtman in local 254 that Caggiano started raiding jukebox locations from Frank Calland's local 1690, which resulted in Calland's arranging to have Caggiano "worked over" by a couple of strong-arm men. After this affair, Caggiano left local 254 and started his own union, local 465 of the International Union of Electrical, Radio, and Machine Workers. Caggiano admittedly started this union with $1,000 which he borrowed from Dominic Ambrose, at that time one of New York's largest coin machine operators (p. 16707).

The union contract with the members of the AAMONY was passed around like a stock certificate as local 222, after buying the contract from local 254, in turn sold it to Caggiano of local 465 for $2,000. Of particular note is the fact that the contract between the AAMONY and local 465 provides that any member of the union who is not also a member of the association must make a $2,500 payment in the form of a bond to the union. This insured that all operators who were union members would also join the association.

In April 1953, the IUE revoked the charter of local 465, expelling it from the international. When questioned by the committee, Caggiano said the international gave no reason for this drastic action by the executive board. Secretary-Treasurer Al Hartnett of the IUE, however, in a letter to the committee, had this to say:

> It became almost immediately apparent that this local was not following along the lines which met IUE standards. Upon additional investigation, it became abundantly clear that this was a completely dishonest operation, for which there was not room, and there is no room in IUE. Consequently, they were summarily expelled at our next executive board meeting (p. 16711).

As a result of this action, Caggiano's union, local 465, became an independent union and retained its membership.

The committee learned that the so-called unions in this industry were a far cry from legitimate trade unionism as it normally exists in this country. Abraham Gilbert, a New York taxi driver, gave an insight into some of the operations of local 465.

Gilbert had formerly operated a repair shop for coin machines, and in 1952 was doing some renovating in the headquarters of local 465. At that time, Caggiano, president of the union, offered Gilbert the job of office manager. Gilbert took the job, and later became vice president and financial secretary of the union. He kept the books and checked the dues. Gilbert told how the union operated for the sole benefit of the operators. If an operator's location was breached by a nonassociation operator, the union was immediately notified. The union, in turn, sent a man out to picket the location, until the location owner put the old machine back with the union label on it. An elderly

man was always used as a picket, which alleviated the chances of any violence. In instances where the union ran short of funds, the operators would advance money on future labels.

Local 465 began to have troubles, however, as the locations of its members began to be raided by local 433 of the Retail Clerks International Association, under the leadership of one Al Cohen. For the background on local 433, the committee questioned Charles Guerci, a former speakeasy operator, but more recently a restaurant proprietor in Flushing, N.Y.

LOCAL 433, RETAIL CLERKS INTERNATIONAL ASSOCIATION

Paul Lafayette, regional director of the Retail Clerks International Association, told Guerci to get a union going and then Lafayette would thereafter arrange for Guerci to get a charter with the RCIA. Although Guerci had had no previous experience in labor unions, he sold his restaurant and started in the "union business." That he was not alone in his efforts, however, was clearly shown by the fact that there was a group of operators in Suffolk and Nassau Counties, Long Island, who "placed" some of their employees in Guerci's union. These included Sanford J. Moore, one of the largest operators in the area, who placed five or six of his employees into the organization. After about 2 years Guerci had about 50 members in the union, at which time Lafayette provided him with a charter.

Even with a charter from a bona fide international union, Guerci's organization bore no further semblance to a union local. By his own admissions, he alone collected dues and made all disbursements. At no time did he keep any books or records. When Chief Counsel Kennedy said, "You were the union," Guerci replied, "Yes, that is right" (p. 16785).

Shortly thereafter, local 433 and Caggiano's local 465 merged under the identity of local 433. When Sandy Moore, one of the biggest operators, suggested that Al Cohen could be of assistance, Guerci took Cohen into local 433. Thereafter, Cohen gradually assumed control of the union, and Guerci, being pushed into the background, finally left to return to the restaurant business.

Caggiano gave this description of the merger of the two unions and subsequent events: As local 433 started to raid the locations of local 465's members, local 465 retaliated in kind. The result was cross-picketing of each other's locations, and general havoc in the industry. Under pressure from the association's operators, the two unions merged as local 433, RCIA. Caggiano became president, and Cohen the secretary-treasurer and business agent.

The status of the situation soon changed, however, when Al Cohen resigned from local 433 and obtained a charter for a new union, local 531, affiliated with the United Industrial Union (UIU). Records introduced into the hearings reflected that Cohen continued to draw salary from local 433 after his departure from this union, receiving approximately $4,200. It was about this time that the Retail Clerks International Association experienced great concern over its locals in the New York area who were getting involved with the operators' associations in the coin machine industry. It has been previously mentioned that they took action to place local 1690 in receivership.

Relative to local 433, Stephen C. Vladeck, regional counsel for the RICA, had this to say:

> With regard to local 433, our international representatives went to the office of local 433, located on Northern Boulevard, in Flushing, found no one of authority in the office, found no books or records in the office. All there was was a petty cash box. They left a notice of the trusteeship, signed by President Sufridge; changed the locks; and sent by registered mail to the last address which we had a copy of the notice of trusteeship imposed by the international president.
>
> We heard nothing from any of the so-called representatives of 433 for a period of several weeks.
>
> We later discovered that two of them were operating out of a store front in the West Forties, under the heading of local 531, and also under the title of local 465. They were Alexander Cohen and James Caggiano.
>
> We felt at that time, and still feel, that their lack of responsiveness to the international's imposition of trust, the absence of books and records; the fact that it took us weeks to uncover who and where their membership was, and some additional facts that I would like to go into in a moment, warranted the international's action in suspending them from office and revoking the charter of local 433 (p. 16735).

When Caggiano was testifying, he told the committee that after the RCIA revoked the charter of local 433, he, Caggiano, took the radiator repair servicemen who had belonged to 433 back into local 465, operating as an independent union. Subsequently, Caggiano applied for a charter with the Confederated Unions of America (CUA). As Chief Counsel Kennedy put it:

> So this is the life of a game employee during 4 or 5 years. He went from 254 of the Retail, Wholesale, and Department Store Workers to 222 of the Jewelry Workers, to 465 of the IUE, United Electrical Workers, to 465 independent, to 433 of the Retail Clerks, and to 465 independent, and to 465 Confederated Unions of America (p. 16718).

LOCAL 531, UNITED INDUSTRIAL UNION

Al Cohen, in the meantime, took his new local, 531, and started raiding locations in the jukebox phase of the industry. Several witnesses provided information regarding Cohen's operations.

Benjamin Gottlieb told the committee he and his wife operated the Majestic Operating Co., consisting of approximately 125 jukeboxes and 260 cigarette machines. He is a member of the MONY, with employees retaining membership in local 1690, RCIA. The net worth of his machines and locations, together, approximately $250,000. Gottlieb in November 1956 purchased a machine route from the High Tone Amusement Co., which was owned by Pat Esposito, Daniel Lombardozzi, and Carmine Lombardozzi. He paid $43,000 for this route, of which some $25,000 or $30,000 was cash and the balance in notes or other equipment. Shortly thereafter, he lost one of his locations to a man by the name of Phil Corbisiero, also known as

"Miami Phil," who had prominent underworld connections. It is noted that when Corbisiero died in November 1957, his funeral in Brooklyn was attended by many of the leaders of the underworld. On losing the location to Corbisiero, Gottlieb stated he went to Al Denver, head of the association, who told him that "Miami Phil" had been taking other locations and the association had had difficulties with him. Denver was unable to be of assistance. Thereafter, Gottlieb contacted Lombardozzi to whom Gottlieb was still indebted and Lombardozzi took an interest in helping. Thereafter, Lombardozzi arranged a meeting for himself and Gottlieb with "Miami Phil." Lombardozzi conferred with Corbisiero at this meeting and thereafter instructed Gottlieb to go on home as there would be no more trouble. However, Gottlieb never got the location back. In the meantime, word got back to Gottlieb that Corbisiero's lieutenants were passing the word around to various tavern owners that they would have no difficulty if they did business with local 531.

Shortly thereafter, Gottlieb lost another location to Corbisiero—the Ball Field Tavern in Brooklyn. Again he went to see Carmine Lombardozzi who told him, "Don't worry, I will take care of it." Lombardozzi did get it "taken care of" as Gottlieb was allowed to keep his machine in the location. Hoping to ward off any further difficulties, Gottlieb wanted to meet Al Cohen of local 531 personally. On this occasion he also went to see Lombardozzi who arranged a meeting between Gottlieb and Cohen. The real "shakedown" nature of local 531 became more apparent as Gottlieb testified that Cohen offered to sell him local 531 stickers to put on his machines so that thereafter he would not be bothered. The stickers then were nothing but protection.

Lt. James S. Mooney of the New York City Police Department provided some important information indicating the big crime syndicate was the real power behind the whole coin machine business in New York. The same Carmine Lombardozzi mentioned above was one of the hoodlums present at the notorious meeting of the leaders of the underworld at Apalachin, N.Y., November 14, 1957. According to a confidential but reliable source available to the New York Police, Lombardozzi, at this meeting, was called to account for his jukebox activity. At first, Lombardozzi was scheduled to be killed but the council of higherups who considered his case finally decided to let him off with a $10,000 fine.

Mortimer Pearl, Valley Stream, N.Y., stated he went from the automobile radiator repair business in 1955 into the union business at the instigation of Al Cohen. It appeared to the committee that Pearl was a legitimate businessman who ended up but a pawn of the hoodlums in coin machine unions. Pearl went to work originally for Cohen at local 433, but Cohen subsequently made him president of local 531. Pearl told how Cohen attempted to raid jukebox locations by promising operators that he could furnish more protection than could local 1690. Cohen's pitch was that unless operators would sign up with local 531, he would be able, through his connections, to prevent the delivery of beer and other supplies to various locations. This, of course, is generally sufficient pressure to force a tavern or restaurant owner to comply. Secretary-treasurer of local 531 at this time was Fred Giovanelli, who had an arrest record including burglary, assault and robbery, and assault and robbery with a gun.

Pearl described his duties with local 531. He would contact the location owner, who would be using the machine of a competitor, and instruct the location owner to pull the plug on the machine, and then get in touch with local 531. If the request was refused, a picket was placed outside the location. Pearl stated no organizing of employees to improve working conditions ever took place, that while he was with 531 he never saw a membership book or a collective bargaining agreement. He stated if anyone came to him and wanted to join the union, he would send them to Mr. Cohen. When informed that his name appeared as an applicant for the charter of local 531, Pearl appeared surprised, stating he had no knowledge that such was the case.

Harold Morris, a self-employed mechanic from East Meadow, Long Island, provided further information on how the so-called unions operate in the coin machine business. In 1947, he had worked for the Emby Co., owned and operated by gangster Meyer Lansky. This company distributed Wurlitzer machines, and union labels were placed on all machines, but, Morris testified, neither he nor any of his fellow employers were members of the union. In subsequent years, Morris was employed by other jukebox operators, who also used union labels on their jukeboxes, although Morris was never required to join the union. About 1953, Morris purchased some machines and went into business for himself as an operator. The man from whom he bought the business, Vito Pepi, had been in the union, so Morris continued thereafter to pay union dues in Pepi's name and received labels for his machines. Subsequently, he himself joined local 1690. When Morris had some of his locations breached by other operators, he sought recourse with the union and association. When advised by Al Denver of MONY that nothing could be done for him, he stopped paying dues to both the union and the association. Morris stated he was never solicited to join local 531, then being operated by Al Cohen. When the members of MONY and local 1690 sought an injunction against local 531, Morris stated that at the instigation of Al Cohen, he himself testified in court in behalf of local 531, stating falsely that he was a union member.

Subsequently, when a new union in the coin machine business started up, local 19, Morris was invited to a meeting, but declined to go because of the underworld figures who were connected with it.

James G. McCann, of the Bronx, N.Y., was a bar and grill operator who decided to buy his own game machines. McCann explained that he had a game machine in his place owned by an operator named Harry Schildkraut, although there was no written contract for this machine. When McCann decided to purchase his own machine he advised Schildkraut to take his game out of the establishment. Schildkraut warned McCann that if he attempted such a move he would be picketed by local 433. McCann therefore paid $150 to Schildkraut who took his machine out and, as a result of the "payoff," promised that there would be no picketing.

A similar situation occurred relative to the jukebox machine. The machine in McCann's place was owned and operated by Joe Hannon of the Gordon Amusement Co., although McCann had no contract. McCann decided to buy his own jukebox and so notified Hannon who then warned McCann that such action would create difficulties for

McCann with local 1690. McCann therefore tried to join local 1690 himself, but Howard Henry, treasurer of the union, informed McCann that to join the union he must have a minimum of 20 machines. Henry suggested McCann "make a settlement" with Hannon. McCann, therefore, gave Hannon $175 who then removed his machine allowing McCann to put his own machine in his own place of business and there was no union picketing.

Subsequently, McCann went into the coin machine business himself, and joined Al Cohen's local 531. He stated he was furnished with adequate union labels to put on his machines by local 531, but could never understand why the checks he wrote for his union dues were never cashed by Cohen.

It was previously mentioned that local 531 belonged to an international known as the United Industrial Union. One Joseph LaRocco was the international president of the United Industrial Union, and a letter was introduced in the hearings showing that on August 14, 1957, LaRocco designated Sylvia Goldberg as president and Al Cohen as secretary-treasurer of local 531 (p. 16802).

Sylvia Goldberg, a former model, who had also worked as a bookkeeper for local 433, invoked the fifth amendment on all questions regarding her employment or associations with either local 433 or 531.

In the committee's experience, it had had many union officials invoke the fifth amendment as to their union activities. It was Joseph LaRocco, however, who became the first president of a union international to refuse to answer questions on the operation of his organization. Clearly demonstrating the complete fraud of the entire union setup was the spectacle of LaRocco before the committee refusing to answer any and all questions about the United Industrial Union or any of its locals because the answers would incriminate him.

Why LaRocco invoked the fifth amendment became apparent to the committee, however, as Staff Member John Constandy outlined the history of this so-called international union. The registration forms which all unions are required to submit annually to the Department of Labor proved most revealing as to the United Industrial Union.

The forms for the years 1950, 1951, 1952, 1953, 1954, and 1955 showed that the union had no receipts or disbursements whatsoever, and no assets or liabilities of any kind. The 1955 report form contained a notation that the union was inactive, which, of course, was also evident by the lack of any receipts, assets, or liabilities.

It became obvious that this empty international was reactivated only to give a paper facade to local 531. The Department of Labor report for 1956 showed an income of $75. This report covered a fiscal period of September 24, 1955, to August 31, 1956, when all previous fiscal years terminated each July 31. The charter for the Electrical Equipment & Fabrication Employees Union Local 531 shows it was issued September 20, 1956. Correspondence between Cohen and LaRocco and the union minutes give rise to speculation as to just when local 531 did come into existence. A letter from Cohen to the UIU dated September 10, 1956, requested a charter and indicated a meeting would be held to discuss the matter on September 20, 1956. Under date of September 12, LaRocco agreed to the September 20 meeting. The minutes, however, show the meeting was held Septem-

ber 5, 1956, and that the charter would be issued September 10, 1956. The inconsistencies only pointed up the fact that the whole arrangement was strictly "phony."

This feeling was enhanced as Constandy related to the committee further information from the Department of Labor forms. The report for fiscal year July 1, 1956–June 30, 1957, showed dues receipts of $1,386 with initiation fees of $97, indicating 97 new members during the period. The 1958 report shows dues income at $3,090.65 and fees from initiations at $235. A total membership of 332 was then indicated (p. 16767).

Constandy told the committee that when Al Cohen testified in the injunction proceedings which were brought before the New York Supreme Court against local 531, Cohen stated that he did not have a bank account for the local, that he paid all expenses himself either in cash or by personal check, and that the local had no books or records. It was established that Cohen had paid some of the pickets with checks on his personal account.

That Cohen operated local 531 "out of his pocket" was shown by his own bank account. As Constandy explained it, Cohen's personal bank account was opened February 3, 1956, and closed out January 6, 1958. Of the $27,000 which passed through the account, $20,000 went through it between September and October 1957, which was the period local 531 was in existence.

Relative to the contracts of local 531, Constandy's further testimony follows:

> Mr. CONSTANDY. Mr. Cohen had testified earlier again at the injunctive proceedings in New York that local 531 had entered into about 10 collective bargaining agreements, and of those 10 he produced for this committee 4, 1 for Lamotto, 1 for Crescent, and——
>
> The CHAIRMAN. That is known as "Miami Phil"?
>
> Mr. CONSTANDY. Yes, sir. And one for Mr. McCann, who was a witness today, and one from G. & M. Vending Co.
>
> The contracts call for 6 holidays against 12 in the 1690 contract, and $1.50 an hour wages for a 40-hour week, which is roughly $25 a week below the other jukebox union. Mr. Corbisiero's contract, however, only called for $1.25 an hour, which is $35 less than the existing contract in the industry with 1690. Apparently there had been some advantage to Mr. Corbisiero in his contract. The contracts also provided for 2 percent of the gross pay, payable to the union welfare fund, and we have not been able to establish whether those collections were ever made or whether the fund had ever been established.
>
> Mr. KENNEDY. We can't find any bank account on that?
>
> Mr. CONSTANDY. No, we cannot.
>
> Mr. Cohen had also testified that he had signed one Anthony Toracco, alias Teddy Brooks, as a member of local 531. Mr. Toracco operates the J. & P. Music Co., and he is a partner with Frank and Jimmy Piccarelli, alias Rush brothers, and of the three, Jimmy Piccarelli and Mr. Toracco are both flagrant narcotics violators.

Mr. Brooks told me that he received his 531 stickers without having paid for them and he received them in the mail. Now, I think the results of the picketing is also significant, in that of the 7 firms which apparently alined themselves with local 531, the following locations were acquired by them during the period that they were active: Mr. Corbisiero's Crescent Amusement Co. had taken 11 locations, and Mr. Moe Kutlowitz had taken 2, and Circle Amusement 7, and Cello, which is another firm operated by Mr. Kutolow, had taken 2, and the Lamotto had taken 2, and J. & P. Music, which is Toracco, 4, and the McCann firm 6, for a total of 34 locations that had been secured by these 8 firms that were contracting with local 531.

Mr. KENNEDY. And a number of those firms that you have read have these notorious gangster connections?

Mr. CONSTANDY. Well, there is some connection, yes (pp. 16804, 16805).

The operations of local 531 came to a dead end, however, when a permanent injunction requested by MONY and Local 1690, RCIA, was signed by Justice Coleman in New York. The remarks of Justice Coleman in granting the injunction are of particular significance. Judge Coleman stated as follows:

This is not a labor dispute as the defendants assert it is. On the contrary, it is a controversy that arises from the efforts of individuals acting under the guise of a fictitious union, but really in behalf of owners of jukebox machines. These efforts were intended to have owners of bars and grills where jukebox machines had been installed, remove them and replace them by jukebox machines owned by those in whose behalf the individuals were working. The so-called union had no mechanics or service people who would be prepared to take over the servicing of the machines; the methods to obtain "cooperation" of the owners of bars and grills by "pulling out the plug" of the machine already there was a startling unconventional manner of obtaining union contracts with the owner of the machines. If the defendants were interested in legitimate union activities and in obtaining collective bargaining agreements with the owners of the machines there was no call to disrupt service of the old machines and to demand the installation of others owned by different people. Union members, no matter to what union they belonged, could continue to service the machines already in place, no matter who owned them.

It is clear that the defendants do not constitute a bona fide union. Instead of having the interest of the employees at heart, they were obviously concerned with special interests, with organizing machine box owners. But in doing so they could not intimidate owners of bars and grills, or the association to which they belonged, or to attempt by primitive methods to disrupt relations between the owners of bars and grills, their association, and the legitimate union to which the servicemen belonged and with which the owners and their asso-

ciation had a collective bargaining agreement. There will be judgments for the plaintiffs against all defendants except Caggiano (pp. 16805, 16806).

LOCAL 19, FEDERATED SERVICE WORKERS UNION

The committee learned that no sooner had local 531 folded as a result of the court decision than a new phony union, also racket controlled, came into existence to take its place. This was local 19, belonging to an international called the Federated Service Workers Union (FSWU). Mr. Sol Javors, of Plain View, N.Y., an insurance broker, furnished the background of the Federated Service Workers Union.

In 1950, he and some associates formed a new international union primarily to get a union started in the laundry industry, a type of business with which Javors was familiar. John Amalfitano was one of the original organizers and, as time went on, took over the control of the international. As Javors explained it, union charters were prepared and issued on no other pretext than the suggestions of Amalfitano. No investigation or inquiry was made regarding groups for which charters were issued—if Amalfitano recommended it, the charter was issued. In other words, Amalfitano was the international. The character of the new international, under the leadership of Amalfitano, was indicated by one of the unions, Local 512, the Messengers Union. Javors stated that when their attention was called to the fact that local 512 was engaged in dishonest practices, the charter was revoked and subsequently several of the principles in the union were indicted and imprisoned. How this came about is explained in the words of the chief counsel:

> That local is of some interest, Mr. Chairman, because it shows the activities of these people once again, and shows that they were not interested in the membership.
>
> Samuel Zakman was one of those and Nicholas Leone was another one. Samuel Zakman we had here as a witness. He was a charter member with Johnny Dioguardi of local 102 in New York and turned over 102 to Johnny Dio. In 1954, he and Nicholas Leone gained control of this local. They were subsequently indicted and convicted of extortion and were sent to the penitentiary, to jail, Zakman for 2 to 4 years, and Leone for 1 to 2 years.
>
> In that local they had working for them as organizers three men, Nathan Carmel, Aaron Kleinman, and—well, just these two. After this charter was lifted by this international, Carmel and Kleinman became business agents with a man by the name of Jack Berger, of Local 512.
>
> Local 512 then went in to become Local 875 of the International Brotherhood of Teamsters. At that place, these three men were all indicted for extortion and ultimately convicted. But in the meantime they set up Local 275 of the Teamsters and Local 275 of the Teamsters was one of the paper locals.
>
> Both Local 875 and Local 275 of the Teamsters were controlled by Tony "Ducks" Corallo, according to the testimony

that we had last year. So you can trace this back to Johnny Dioguardi, right up to the activities in the Teamsters Union in 1957 (p. 16808).

Charters were issued for locals that never existed in a wide variety of crafts, such as laundry workers, barbers, clerical workers, mechanics, and messengers. Javors stated the only local that operated with any success to his knowledge was Local 12 of the Laundry Workers. Meetings of the executive board of the international were held as needed in various restaurants around town, as the only office for the international was a small sublet space, equipped with a telephone which seldom rang. Out of loss of interest, Javors removed himself from the labor business, and went back into the insurance field. He agreed with the committee that it was highly improper that an international union could spring up without supervision or control and issue charters with reckless abandon.

Local 19 of the FSWU was created as a result of a letter dated October 16, 1957, requesting a charter. This new union started immediately raiding locations in both the jukebox and game industry field. It was Local 1690, RCIA, holding a contract with the MONY, which felt the biggest pinch as a result of the raiding tactics of local 19. The usual tactics of the gangster and racketeer were employed, with fear, violence, and extortion the principal means of organizing. No better example of this occurred than in the case of Sidney Saul.

Sidney Saul, of Brooklyn, N.Y., went into the game and jukebox business in March of 1956, at the suggestion of a relative, Sanford Warner, president of AAMONY. Because he had both game machines and music machines, Saul maintained memberships in both local 433 (Al Cohen's union) and Local 1690, RCIA.

One day in May 1957 Saul received a call from his serviceman that the glass in the jukebox at the Wagon Wheel Restaurant had been broken and the man who had broken it wanted to speak to Saul. Saul spoke to the unknown man on the telephone who demanded that Saul come down to the luncheonette or the man would smash up the machine and throw it out in the street. Saul drove down to the Wagon Wheel and met the man whom he later learned was Ernest Filocomo, alias Ernie Kippy, alias Kip. It is noted here that Filocomo is an ex-convict with a record of seven arrests and five convictions, including a 4-to-5-year term in Sing Sing Prison for assault.

What transpired between Saul and Kip is best described in Saul's testimony:

> Mr. SAUL. He said he wanted to take me someplace and talk to somebody. I didn't want to leave my car at that location at that time and come back there, so I suggested that I follow him in my car. He said, "No, if you don't want to leave your car here, I will go in your car and tell you where to go."
>
> So he got into my car and started directing me where we were headed for. During the trip he asked me how I got the location. At that time, I believe the location—I may have been operating a machine at that location about 2½ years.
>
> The CHAIRMAN. You had had that location for 2½ years at the time this incident occurred?

Mr. SAUL. Yes.

The CHAIRMAN. And this man was asking you how did you get the location?

Mr. SAUL. Yes.

The CHAIRMAN. All right.

Mr. SAUL. I told him how I came to that location. He went on to say that the location belonged to him.

The CHAIRMAN. It belonged to him?

Mr. SAUL. Yes, sir.

The CHAIRMAN. That is, you had had it 2½ years and he had made no claim to it prior to that?

Mr. SAUL. That is right. Then his conversation went off the regular path, and he kept threatening me all the way down to where we were going.

The CHAIRMAN. Threatening you how?

Mr. SAUL. That he would kill me. And they would find find my body lying off the Belt Parkway.

The CHAIRMAN. What did he want? What was he wanting?

Mr. SAUL. He didn't make sense in his conversation as to what he actually wanted. I was trying to read between the lines and pacify him.

Mr. KENNEDY. What is the Belt Parkway?

Mr. SAUL. Well, that is a parkway used for the purpose of automobile transportation along the shore end of Brooklyn, and very seldom used for pedestrian walk at all.

Mr. KENNEDY. He told you at that time they would find your body there?

Mr. SAUL. Yes; he did.

Mr. KENNEDY. Did he relate this a number of different times?

Mr. SAUL. Well, he repeated that about five or six times.

Mr. KENNEDY. That he was going to kill you?

Mr. SAUL. Yes (pp. 16821–16822.)

* * * * *

Mr. KENNEDY. Where did Mr. Filocomo direct you to drive?

Mr. SAUL. We finally ended up in a luncheonette on Church Avenue near McDonald Avenue in Brooklyn, called Jackie's.

Mr. KENNEDY. Jackie's?

Mr. SAUL. Yes.

Mr. KENNEDY. Do you know who owned Jackie's restaurant?

Mr. SAUL. No; I didn't know who owned it.

Mr. KENNEDY. Relate what happened.

Mr. SAUL. Well, we went into Jackie's restaurant and he introduced me to a man called Larry Gallo.

Mr. KENNEDY. G-a-l-l-o?

Mr. SAUL. Yes.

Mr. KENNEDY. Did you know who Larry Gallo was?

Mr. SAUL. No. I never met him before.

And Mr. Gallo invited me to sit down and have a cup of coffee with him. Filocomo sat down next to us. Mr. Gallo

asked me how I got that location. I told him the same story. He said that the location had belonged to him. I told him that I didn't know anything about it and that I had come about the location in an honest manner, that we had purchased the location from the owner of the luncheonette. We had a contract with him and there weren't any problems at all.

Then Mr. Gallo asked me how many machines I had. I told him I had eight machines.

The CHAIRMAN. You only had eight at that time?

Mr. SAUL. Yes. That is what I told Mr. Gallo.

Mr. CHAIRMAN. That is what you told him?

Mr. SAUL. That is what I told him.

Mr. Gallo suggested that he had the same amount of machines that I had, that we become partners, and that I would operate the route. I told Mr. Gallo that I had a very bad taste about the business, I didn't care for it, and was anxious to get out of it. I had been in it more or less to pay off some debts because of a previous business loss, and that I was trying to straighten myself out and get out of that business.

Mr. Gallo said that if I were to become partners with him that he would have nothing to do with it, that I would operate the business myself, and that he would get me locations.

Mr. KENNEDY. Did he say how he was going to get locations?

Mr. SAUL. No, sir.

Mr. KENNEDY. Did he indicate that there was going to be a lot of money in it for you?

Mr. SAUL. Well, he said I would be well off if I went with him.

Mr. KENNEDY. What was Kip doing during this period of time?

Mr. SAUL. During the conversation a few times Kip started threatening me again, and finally Mr. Gallo sent him out.

Mr. KENNEDY. Again, that he was going to kill you?

Mr. SAUL. Well, he said—he didn't actually say that he would kill me in the restaurant, but he said they would find my body off the Belt Parkway, which was practically the same thing. He kept saying that for everyone like him that was arrested, or that was found, there would be 100 more like him.

Mr. KENNEDY. Do you mean if you turned him in?

Mr. SAUL. If I turned him in, there would be 100 more like him that would take his place.

Mr. KENNEDY. That would get you if you turned his name over to anyone?

Mr. SAUL. Yes.

Mr. KENNEDY. Finally Gallo sent him away; is that right?

Mr. SAUL. Gallo sent him out, yes.

Mr. KENNEDY. What finally happened between you and Gallo? What did you finally decide to do?

Mr. SAUL. Well, I believe Mr. Gallo thought I was sincere about what I said, and he gave me his card and said that if

at any time I decided I wanted to go further into the business, he would be happy to go into further discussion about it.

Mr. KENNEDY. Did he introduce you to another man and say that he had set him up in business?

Mr. SAUL. Yes, he did.

Mr. KENNEDY. That was before you left the restaurant?

Mr. SAUL. Yes, sir.

Mr. KENNEDY. He gave you a card, did he, before you left?

Mr. SAUL. Yes.

Mr. KENNEDY. What did the card say?

Mr. SAUL. Well, actually he marked his name on the back of the card and his telephone number.

Mr. KENNEDY. What did the front of the card say?

Mr. SAUL. I believe it had to do with some kind of a laundry workers union, or cafeteria workers.

Mr. KENNEDY. Local 26 of the Cafeteria Workers?

Mr. SAUL. Yes.

Mr. KENNEDY. Local 26, Cafeteria Workers Union, FSWU, Federated Service Workers Union?

Mr. SAUL. Yes, that was the card (pp. 16823, 16824).

Subsequently, in October 1957, Saul received another call to meet Kip at the Wagon Wheel. On this occasion Kip appeared friendly and asked Saul to sign up with Kip's union, local 19. At Kip's suggestion, Saul promised to go to the restaurant known as Jackie's Luncheonette and meet Gallo there and sign up the papers to join local 19. However, Saul made no effort to follow through on Kip's suggestion.

On the evening of December 19, 1957, Saul received a telephone call from an unidentified man telling him to come to the Wagon Wheel restaurant or his jukebox would be thrown out in the gutter. Before going to the restaurant, he called his telephone-answering service to request the operator to call the police in a half hour unless he called her first to assure her everything was all right.

At the Wagon Wheel, Saul was directed to a table at the back part of the restaurant where he met two men whom he had never seen before. From photographs exhibited to him in the hearing, Saul identified the two men as Charles Panarella, alias Len Conforti, and Anthony "Dutch" Tuzio.

Detective Joseph Corrigan of the New York Police Department introduced the criminal records of these two men. Panarella had been arrested eight times and convicted five times. Crimes for which he was convicted included assault; grand larceny with an auto; burglary, for which he received 5 to 10 years in Sing Sing; parole violation, twice; and disorderly conduct with dice. Tuzio had seven arrests and was convicted three times. Two of his convictions were for burglary and the third was for murder. In 1934 he was sentenced to from 20 years to life, plus 5 to 10 additional years for being armed. In 1957 his original sentence was vacated and changed to manslaughter in the first degree for which he received 15 to 22 years. He was released in 1957 but a short time before the incident being described by Saul took place.

Saul said that Panarella started asking him questions about how many jukeboxes he had, and how he got the location at the Wagon

Wheel. Parts of the conversation had nothing to do with jukeboxes so after about 25 minutes Saul went to the telephone, called his service operator and told her, since there was apparently nothing wrong, she should forget his previous instructions. Shortly after returning to the table, Panarella, without provocation, slapped Saul hard across the face and, at about the same time, made the same type of an offer Gallo had made. This was that Panarella would put up an equal amount of equipment and he and Saul would become partners, with Saul handling the operations. Saul told Panarella, as he had told Gallo, that he had a distaste for the business and intended to withdraw from the business completely in the next 2 or 3 months.

When Panarella asked how many machines Saul had, Saul told him three. Panarella said, "I thought you had eight," a figure which he must have obtained from either Gallo or Kip. Then Panarella said the Wagon Wheel location belonged to him and he wanted to be a partner in it.

The committee sat in rapt attention as Saul related the subsequent events at the Wagon Wheel restaurant—a narrative that left no doubt that the so-called labor unions in the coin machine business were only the thin veneer for the worst criminals in the underworld. Saul's further testimony is set forth verbatim:

Mr. SAUL. No. He didn't put the jukebox on.

Then they started asking me for $500. I don't know why they wanted $500, but that is what they wanted, $500. I told them I didn't have that kind of money to give them, and they kept questioning me as to what I was going to do for them on the jukebox; that they wanted to be a partner in this particular location.

With that, this Filocomo walked into the store.

Mr. KENNEDY. This is Kippy?

Mr. SAUL. Kippy.

The CHAIRMAN. That made the third one present?

Mr. SAUL. That made the third one present, yes. He walked right over to the table and he said, "I didn't know you knew these fellows." So I said, "I didn't know them. I just met them."

The CHAIRMAN. Do you mean you didn't recognize him immediately?

Mr. SAUL. No. Kip said to me that he didn't know I knew Panarella and Tuzio. I told him I didn't know them, that I just met them. Tuzio went over and put a coin in the jukebox, came right back and pushed his chair back, instead of sitting in line with me——

Mr. KENNEDY. I am sorry to interrupt you, but didn't Kip mention the union at that time?

Mr. SAUL. Yes. Kip said to me, "You never signed up with 19, did you?"

I said no, that I hadn't had a chance to go to this luncheonette.

Mr. KENNEDY. It was then that they went over and put a coin in the jukebox?

Mr. SAUL. Yes.

Mr. KENNEDY. Then he came back?

Mr. SAUL. Tuzio went and put a coin in the jukebox. He came back and pushed his chair back. With that, Kip took his coat off—he was wearing a short jacket—and before I had a chance to say anything, he started punching into me.

(At this point Senator Ervin entered the hearing room.)

The CHAIRMAN. Started punching you where?

Mr. SAUL. Around my face and head.

The CHAIRMAN. Was that with his fist?

Mr. SAUL. Yes, sir. I started pleading with them, and it didn't seem to have any effect. The only remark was that I was an excellent actor. They kept saying to each other, "This fellow is an actor," because I was pleading with them to stop beating me.

He kept pounding away at my head and face and it got to a point where I was just barely able to keep my head up. Every time I started to plead, Panarella would lift a napkin holder, a commercial-type napkin holder used in luncheonettes, with the open face on both sides, about 10 inches high—he lifted it in his hand and said he would bash my skull in if I said anything else.

He kept pounding away and Tuzio kept saying, "If you haven't got $500, give them $300. It is cheaper than buying a new set of teeth"—that it would cost me more for a new set of teeth than $500.

I kept pleading to stop beating me, and Kip just didn't let up.

(Members of the select committee present at this point in the proceedings were Senators McClellan, Ervin, and Capehart.)

The CHAIRMAN. They were beating you then ostensibly to try to make you pay off, $500 or $300?

Mr. SAUL. Yes, sir.

The CHAIRMAN. That is what they were demanding while they were beating you?

Mr. SAUL. And they wanted to be a partner in the machine at the location.

The CHAIRMAN. They wanted that too, but as I understood, they kept saying that you should pay off $500, or if you can't give $500, give $300?

Mr. SAUL. Yes.

The CHAIRMAN. What was that payoff for?

Mr. SAUL. Well, they claimed the location belonged to them.

The CHAIRMAN. They claimed the location belonged to them and if you wanted to get along with them you had to payoff?

Mr. SAUL. Yes, sir.

The CHAIRMAN. I see. All right.

Mr. SAUL. Finally, I was bleeding profusely from the right nostril and my mouth, and he stopped punching me.

Mr. KENNEDY. Were you losing consciousness?

Mr. SAUL. I sort of felt I was losing consciousness and I was slumping over the table, yes. With that Panarella

ordered some coffee brought to the table. So I wiped the blood from my face and I had the coffee and just barely got through with the coffee——

Mr. KENNEDY. Did one of them bring you a wet towel?

Mr. SAUL. Not then. I just sort of got through with the coffee, and I wasn't even finished when he started asking for the $500 again. Before I had a chance to look up, Kip was back at me and this time it was really heavy, much heavier than he was before. I didn't know what to say, and I didn't cry, and I just went along and pleaded with them, and I kept pleading with them to stop beating me. This time I was bleeding from both nostrils and my mouth, and I felt myself going to a subconscious mind. Just as my head was slumping over, I could hear everything that was going on, and this Panarella said to Kip to stop, but Kip didn't stop.

He was like a wild man, and he just kept punching away at me, and finally he jumped up from the table and he yelled something to him, "Lascialo," which I later found out meant to stop in Italian, and with that Kip took his jacket and walked out.

Then Panarella ordered some more coffee. At this stage of the game my mouth felt like it was full of sand and I was all full of blood, and Panarella reached over and he straightened my tie. He called for a wet towel, or he got up. He called for one and then he helped wipe the blood off my face.

Mr. KENNEDY. Was the blood coming out your ears also by this time?

Mr. SAUL. Yes, sir; and I couldn't open my mouth at all, and my jaws felt as though they were locked at the end, and I could barely talk and barely say anything. Then he started the conversation again that he wanted to be a partner on the jukebox. Finally, out of desperation, I said I would take them in as a partner.

So he said, "Well, I don't want a third of this; I want Paul, the owner of the luncheonette, to have his 50-percent share, but I want to be a partner in your share."

In other words, I was to get 25 percent of the income instead of 50 percent.

I finally agreed to that, and he gave me instructions to leave the money in an envelope, or in a paper bag for him with the owner of the luncheonette.

Before I left he said that if he found out that I had more machines than the three I said I had, there would be trouble.

He also said that I shouldn't make any attempt at taking that jukebox out of that location. He made a statement that if I went to the district attorney, I would be sorry.

With that I went to the mirror to fix myself, and fixed my shirt, and my face, and washed my face, and my nose was completely out of shape, and it was formed like a horseshoe, like a U, and, as a matter of fact, it is out of shape now because of that. But it was like a complete U, just this way.

I left them and I went to my family doctor, and he wasn't in and I then went home; and when I came into my home,

my wife realized there was something wrong just by looking at me, and I barely made the chair. My nerves seemed to react more so then than at the time of the beating, and she didn't want me to go any further without seeing a doctor, and so she called a doctor that was used by somebody in the family, just about two blocks from where I live.

We went there, and he sent me to the hospital the next morning, but there were no fractures of any kind. My eye was all closed, completely closed, and my nose was out of shape, and I couldn't chew food for almost 3 weeks. While I was in bed, about 2 days later, I called my truckman and asked him to go to that location and take the machine out.

He called me that morning, and his conversation was something like this——

The CHAIRMAN. Who called you?

Mr. SAUL. My truckman, and he said, "Sid, do you have a partner?" And I said, "No."

He said, "Well, these people won't let the machine go out. They say you have a partner named Charlie and Charlie said that machine doesn't go out, it stays here."

So I tried to speak to the owner, and the owner said he is not letting that machine out, he had instructions from Charlie that it belongs to him, and the machine doesn't go out of the location.

With that I called the attorney for the game association, Mr. Blatt, and Mr. Blatt said if I would meet him the next day he would get the machine for me.

When I met Mr. Blatt the next morning, he took me up to the district attorney's office.

Mr. KENNEDY. You have been under the protection of the district attorney's office since that time?

Mr. SAUL. Yes, sir.

Mr. KENNEDY. You have had a police guard since that time?

Mr. SAUL. Yes, sir (pp. 16828–16831).

John Richard Caruso of Brooklyn, N.Y., a business agent for the Cafeteria Employees' Union, Local 26, FSWU, was of interest to the committee because he had formerly been a vice president of the Game and Jukebox Union, Local 19. Caruso was completely uncooperative, taking the fifth amendment on all questions. It remained, therefore, for staff member John P. Constandy to fill in the missing details which had been furnished him willingly by Caruso in a previous interview. According to Caruso's story to Constandy, in September or October 1957, Caruso was approached by Anthony Camerona, an acquaintance of several years, at which time Carmerona spoke of starting a new union in the jukebox field, and requested Caruso to help organize. Caruso at that time had been unemployed for several months, and he agreed. A meeting was held at Camerona's house of the seven men who became charter applicants for the charter of local 19. Camerona was elected vice president of the union at the first meeting. He had had no previous labor experience, and had never before heard of the Federated Service Workers Union. At a subsequent meeting, a man by the name of Latriano was elected to union

office. Amalfitano was the man who actually ran the union. Pickets were hired at $1 an hour and locations were picketed, if the location owner did not put in a machine belonging to a local 19 member. Caruso had admitted to Constandy he didn't even know the meaning of a "collective bargaining agreement," that he had never seen a membership card, that he himself had never paid dues or an initiation fee, and that he had no knowledge of anyone else's paying dues. He furthermore admitted he knew of no one who had joined as a result of the picketing, and he didn't know if the local had any members, other than the original seven. With reference to the office of local 19, Caruso said that it never had an office, but the union was run out of "Amalfitano's hat."

John Amalfitano appeared before the committee, and he took the fifth amendment on all questions. He refused to identify a photograph of Biagio Latriano, who was affiliated with him in local 19 and who was murdered August 29, 1958, in a typical gangland killing, when he was shot 11 times through the head. He refused to identify the charter for the Cigarette and Coin Vending Machine Employees' Union, Local 19, FSWU, wherein his name appeared as a charter member. Amalfitano claimed self-incrimination to all questions regarding some of his associates, which included Frank Bonfiglio, a Brooklyn hoodlum who was present at the dinner party the night the notorious Frank Costello was shot. Amalfitano would make no comment about his association with the Gallo brothers, or Carmine Lombardozzi, a New York jukebox operator who was one of the major hoodlums present at the notorious Apalachin meeting of the Mafia.

Local 19 finally came to an end when an injunction was obtained against it by the MONY. Attorney Samuel Mezansky, representing Benjamin Gottlieb, a witness, told the committee the difficulty involved in fighting these "paper" or "letterhead" local unions. He stated:

> For instance, local 19 had no address. We couldn't find where the officers were located. We couldn't serve them with process. The pickets would go to a store owner, and would try to intimidate the store owner, or in some instances one of the men behind the union, local 19, Amalfitano, would simply make an appearance at the location, and the machine would immediately be turned around or disconnected.
>
> We couldn't locate Mr. Amalfitano for quite some period of time, nor could we locate any other official. Under the New York law, in order to sue an unincorporated association, you must serve either the president or the treasurer. I have been advocating some law in New York requiring labor unions to register as the corporations are required to do; that is, we can sue a corporation by serving process on the secretary of state (pp. 16677, 16678).

Mezansky stated further:

> You take the case of local 19. We obtained an injunction there at the very end of the trial, and the judge made some very serious and very important findings. He was going to hold some of the defendants for the grand jury, but even before he signed the formal injunction document, the final

judgment, local 266 came into the picture of the Teamsters' Union. In other words, the attorney for local 19 in that particular case, the next day announced that he became an attorney for a new association known as the United Game Operators, I believe, and that association immediately entered into a contract with local 266 of the International Brotherhood of Teamsters.

So no sooner do we get an injunction against one union than another union starts picketing (pp. 16678, 16679).

LOCAL 266, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

As local 19 faded from the picture in the jukebox industry, the same crowd of hoodlums reappeared, this time in the disguise of Local 266 of the International Brotherhood of Teamsters. In over 2 years of hearings, the committee had found instance after instance where gangsters and members of the underworld had used the facade of labor unions to carry on their illegal activities. In widely scattered cities, a pattern had developed that certain Teamster officials not only worked hand-in-glove with mobsters and racketeers, but actually were a part of the underworld itself. This was the situation that prevailed in Local 266, IBT.

Mr. Eli Kasper, himself an operator of jukeboxes and amusement machines, was also employed by the association, AAMONY, to survey locations, solicit new members, and further the association's interests. Kasper told the committee that after the activities of local 19 were brought to a halt by court injunction, the association had under consideration several different labor unions with whom they might enter into a contract. Teamster Local 202, which was under the trusteeship of Tom Hickey, was considered because it was a bona fide labor union. However, local 202, being a legitimate labor union, would have nothing to do with the selling of labels for the coin machines. Teamsters Joint Council 16, under John O'Rourke, took command of the situation and designated Teamsters Local 266 as the union with jurisdiction in the coin machine industry. At about this time, the Jacob brothers, Eugene and Herbert, as well as the Gallo brothers, Joseph and Lawrence, all coin machine operators and active in local 19, broke away from the AAMONY and formed a new association known as the United Coin Machine Operators of New York (UCMONY). This new association immediately signed a contract with local 266. The above events transpired early in the year 1958, shortly after James R. Hoffa took over as president of the Teamsters International. According to Kasper, local 266 began picketing those members of the association who were interested in obtaining a contract with a legitimate labor union. Because of this pressure, the members of the AAMONY voted to merge with the United Coin Machine Operators of New York, Inc. This became necessary solely as a result of the collusion between the UCMONY and the union and the economic pressure applied by local 266. It is significant that most operators have both jukeboxes and game machines. When local 266 and the UCMONY together picketed and pressured the members of the AAMONY, the result was to force them into local 266 and out of Local 1690, RCIA.

Kasper stated he immediately began to have differences with Gene Jacob, one of the owners who initiated the UCMONY and the contract with local 266. As a result of these differences, Kasper resigned in April of 1958. He told the committee that Gene Jacob controlled the union while his brother, Bert Jacob, controlled the association, and between them it was their plan to control the industry. They intended to squeeze out the smaller operators, and increase the label fees. Kasper stated Gene Jacob told him that in a short time, Jacob would have all the music operators and game operators into the newly combined association, and the new local 266, and the monthly label charge would be increased to $5 per piece of equipment, which would make a monthly income of approximately $25,000. Kasper emphasized that at no time was any interest ever shown in the welfare of the employees.

The head of the new local 266 in the coin machine industry was one Joseph DeGrandis. Counsel Stephen C. Vladeck of the RCIA, in his testimony before the committee, mentioned that DeGrandis had been an officer of Local 413, RCIA, at the time that union's charter was lifted by the international. This was a small union of less than 100 members, all of whom were employees at a hospital on Staten Island. When the representatives of the Retail Clerks' International visited local 413, they found no membership lists, no books, no records, and no indication at all of the existence of a union. Only two items were found in the union office. These were a gun and a billy club. Not only was this indicative of the methods of DeGrandis as a labor leader, but his past record also strongly indicated his "qualifications." DeGrandis, who has used the aliases of Joseph Russo, Joseph Angelo, and "Bull" has been arrested four times and convicted twice. One conviction was for receiving stolen property, and he was sentenced to 2½ to 5 years. The other conviction was for the operation of a still, and he received a sentence of a year and a day in a Federal penitentiary.

Albert S. Denver described how the members of his association had been subjected to constant harassment during the short period of 2 years by the successive unions attempting to "muscle" into the industry, namely locals 531, 19, and Local 266, IBT. Denver said that on one occasion, he himself was contacted by Eugene Jacob and another game operator by the name of Max Gulden, who promised him peace in the industry if he would sign a collective bargaining agreement with the Longshoremen's Union. They then went on to state that they had several unions on hand and he could just pick any one he wanted. He stated definitely the purpose of these men was to establish a monopoly control in the New York area in the coin machine industry, and that the cost per machine would then be raised to $5 per month for the association, and $5 per month for the union. He estimated this would be about $75,000 per month income for the union and a similar amount for the association. As a result of this harassment, up to the last quarter of the year 1958, members of Mr. Denver's association had lost some 1,631 locations. Denver also spoke of losing 200 or 250 locations because he refused to guarantee to Ed Smith of the Emby Distributing Co. an annual purchase of 1,500 Wurlitzer machines. It is interesting to note that the Emby Co. was operated by Meyer Lansky, one of the Nation's top gangsters.

Joseph A. Iovine, a Brooklyn attorney who is an uncle of the Gallo brothers, told how he first got into the jukebox business in 1957 as a result of his legal representation of Mr. Norman Clark and Joseph Gallo, who had set up a coin machine business. While representing these operators, Iovine was made vice president of Teamsters Local 266. It was questionable whether Iovine was even a member of the union at the time he become a vice president inasmuch as he had just applied for membership. He stated he had never paid any dues or any initiation fees, either before becoming a member or since. It is noted that the Teamsters constitution provides that a member must be in good standing continuously for a period of at least 2 years before he can be elected to office. At any rate, Iovine was vice president of local 266 at the same time he was attorney for one of the operators. The whole situation, as outlined for the Senators, was a travesty against honest trade unionism as it is practiced in this country. Not one thought was ever given, or one action taken, to provide any benefits for any employees or to enter into any bona fide labor-management negotiations. Local 266 was, like its predecessors, locals 19 and 531, set up strictly as a means of providing such fear and intimidation as is necessary to take over jukebox locations for the operators. All this was a means toward achieving a monopoly in the business in the New York area, and was obviously done with the knowledge, consent, and approval of higher authorities in the Teamsters International, including James R. Hoffa.

Joseph DeGrandis, the president of local 266, in his appearance before the committee, took the fifth amendment, as was expected, to all questions regarding his past life, his criminal record, and his union activities. During his testimony, staff member John P. Constandy introduced some of the pertinent records of local 266. These showed that the union was operating out of the residence address of Joe DeGrandis. It showed, furthermore, that there were clauses in the contract between this union and the UCMONY, of which Eugene Jacob was president, which provide for the payment to the union by the employer of the charge for labels for all machines on location by the employer. Similarly, the contract between local 266 and the AAMONY provided for a payment to the union by the employer of a label charge of $7.80 per year per machine on location (p. 16884).

The testimony of Milton Green, coin machine operator, of Brooklyn, N.Y., clearly showed the committee the type of individuals found in so-called unions such as local No. 19 or local No. 266. Green operates approximately 50 jukeboxes and 70 game machines. Being in the jukebox business, he retained membership in the MONY, and in Local 1690 of the Retail Clerks International. Prior to 1957, he was also a member of the AAMONY. Green told about the time when the members of the association were going to reach a decision as to what union they were to be associated with. Another operator by the name of Lou Rosenberg had reminded Green to be sure to attend the meeting, where a vote would be cast as to the selected union. Rosenberg himself did not attend the meeting, because of a threat he received indicating that something serious would happen to his family if he attended. The association proceeded to sign an agreement with Teamsters Local 266. However, there was discussion among many members about putting the association into voluntary bankruptcy and therefore void-

ing the contract with Teamsters Local 266, which they felt was being run by gangsters. At a meeting of the board of directors of the association, Green voted to oppose Teamsters Local 266 by dissolving the association. As he went home that night, he noticed he was followed by Max Gulden, who was prominent in the activities of local 266, along with the Gallo brothers and the Jacob brothers. As Green approached his home that night, he was badly beaten by someone armed with a steel bar, suffering a skull fracture, concussion, and severe head wounds. He has never completely recovered from this beating, which apparently was administered because of his opposition to the racketeers in local 266.

When Eugene and Herbert Jacob were brought before the committee, they took the fifth amendment on all questions regarding their activities in the coin machine industry and its affiliated unions. The Jacob brothers owned the Nu-Way Vending Co. of Brooklyn, a route of about 25 jukeboxes and 20 game machines. In addition, they operate a route of from 60 to 70 locations in West Virginia, Ohio, and Pennsylvania. In partnership with them in the latter route is the same Max Gulden previously mentioned. Introduced in the testimony was an affidavit by Salvatore Caruso, who operates a restaurant in Levittown, N.Y. Caruso had a jukebox in his place of business, placed there by Eugene Jacob. On expiration of his contract with Jacob, he decided to purchase his own music machine and a cigarette machine. After he installed his own machines, the Jacob brothers tried to purchase the new jukeboxes. When Caruso refused, his place of business was picketed by Local 266, IBT. It was only after proceedings were filed by Caruso in the local court that local 266 withdrew the picket on the promise of Caruso to have the machine serviced by a union serviceman. Hal Zimmerman, the salesman who sold the machines to Caruso, executed an affidavit that he and his family were threatened as a result of his selling the machines to the Caruso restaurant.

Joseph and Lawrence Gallo, so prominent in the operation of local 19 and Teamsters Local 266, appeared together before the committee and, like the other subjects involved in this situation, claimed self-incrimination to any and all questions regarding their operations. Detective Cyril T. Jordan of the New York City Police Department put into the record of the committee's hearings the criminal history of Joseph Gallo, alias Joey Gallo, alias Joey the Blond. This record reads as follows:

> March 16, 1944, arrested for juvenile delinquency, age 14. He was placed on probation.
>
> April 8, 1945, arrested for assault, fist; discharged.
>
> March 1, 1947, arrested for 1897, weapons law, club and rocks; discharged.
>
> January 14, 1949, arrested for abduction; grand jury returned no bill.
>
> November 12, 1949, arrested for possession of and firing of a gun; discharged.
>
> February 17, 1950, arrested for burglary and burglary tools; convicted, sentenced to New York Penitentiary; sentence suspended.
>
> July 23, 1950, arrested for disorderly conduct, dice; convicted, suspended sentence.

June 24, 1954, arrested for kidnaping and attempted sodomy; dismissed.

September 19, 1954, arrested on a bench warrant for kidnaping; acquitted.

November 23, 1954, arrested for felonious assault; convicted. This was later reduced to a lesser crime and he was fined $5 or 3 days.

April 20, 1955, arrested for bookmaking; dismissed.

November 14, 1956, arrested as a cutter in a dice game; dismissed on his own recognizance.

February 10, 1957, arrested for felonious assault; dismissed.

July 3, 1957, arrested for vagrancy; disposition not shown.

February 29, (sic) 1958, arrested for vagrancy; disposition not shown.

June 17, 1958, arrested for vagrancy; disposition not shown.

October 23, 1958, arrested for disorderly conduct; disposition not shown.

His former employment is a restaurant employee, a longshoreman, and an engraver (p. 16839).

Relative to the other brother, Lawrence Gallo, Jordan described his record and furnished additional information regarding the criminal activities of the Gallo brothers, as requested by the chief counsel. His pertinent testimony is as follows:

Lawrence Gallo is known to New York City Police Department under B No. 225659. He is 30 years of age and has been arrested 13 times, as follows:

July 21, 1943, arrested as a juvenile delinquent; dismissed.

July 15, 1944, arrested for grand larceny and criminally receiving stolen property; placed on indefinite probation.

August 12, 1951, arrested for disorderly conduct, crap game; received a suspended sentence.

October 19, 1951, arrested for policy; $75 fine or 30 days.

March 31, 1952, arrested for criminally receiving stolen goods, 20 men's suits; sentenced to 1 year in New York City Penitentiary on October 28, 1952.

April 15, 1952, arrested for conspiracy and policy; disposition not known.

September 22, 1954, arrested for disorderly conduct, cards; dismissed.

September 19, 1954, arrested for kidnapping; acquitted.

October 23, 1954, arrested for felonious assault; convicted of a lesser offense; sentenced to $5 or 3 days.

October 14, 1956, arrested as a common gambler; dismissed on his own recognizance.

March 28, 1959, arrested for vagrancy; dismissed.

On June 17, 1958, arrested for vagrancy; dismissed.

On October 27, 1958, arrested for disorderly conduct and vagrancy; disposition not shown.

His former employment is a restaurateur, longshoreman, tractor operator on the docks.

In addition to the above, both brothers were held as material witnesses on March 25, 1952, in connection with the Kings County grand jury investigation of crime and racketeering in Kings County, Brooklyn. On March 28, 1952, Joe and Larry Gallo were released on bail at $10,000 and $25,000 respectively. They were discharged September 5, 1952.

The arrests each show for vagrancy on June 17, 1958, resulted from the following:

Mr. KENNEDY. The story he is about to relate is rather an interesting one, Mr. Chairman, as to the operations of some of these people.

Mr. JORDAN. One Dominick Scialo and Angelo Pero, both of Brooklyn, were sought in connection with a double murder in March of 1958. The New York City Police Department acting on information that an affair was to be held at the Club 13 in Brooklyn to raise money to enable Scialo and Pero to evade authorities, arrested 21 persons who were in attendance and questioned 27 others.

Among those arrested were Joseph and Larry Gallo. Also arrested was John Oddo, alias Joey Bathbeach, a notorious local hoodlum. Another one of those arrested and questioned was Sidney Slater, an officer of the now defunct United Machine Office Workers of New York, Inc.

Mr. KENNEDY. They got together, a group of them, to try to raise money for these two people who were wanted for this double murder?

Mr. JORDAN. Yes, sir.

Mr. KENNEDY. It was sort of a fund-raising affair; is that right?

Mr. JORDAN. That is our information.

Mr. KENNEDY. And these two gentlemen were there to try to contribute to help these other men who were being searched for this double murder, to help them evade the authorities?

Mr. JORDAN. Yes, sir; that is our information.

Mr. KENNEDY. What was the double murder? What was involved there?

Mr. JORDAN. Scialo is wanted for the murder of two men, Alexander Menditto, 17, was found shot on March 17, 1958, in front of 2121 Avenue Z, Brooklyn, and Bartholemew Garofalo, 24, was found dead on March 18, in a lot at East 70th Street near Avenue W, Brooklyn. Menditto died later in the hospital on March 25. Garofalo was shot six times and Menditto four, and then they were thrown from a moving car (pp. 16839–16840).

THE FACTORING COMPANIES

Correlative to the activities of these unions and the associations of operators in the music machine business in New York were the factoring operations of certain individuals. This consisted of the lending of money on a short-term basis, usually in large amounts, for usurious and illegal rates of interest. Charles Bernoff, a jukebox operator in New York and vice president of the MONY, was questioned by the committee in connection with some of these factoring operations. Sherman S. Willse, a staff member, provided the com-

mittee with some of the background on Charles Bernoff and his associations. Bernoff is president of the Regal Music Co., Inc., operators of jukeboxes and game machines, and at the same time serves as secretary-treasurer and director of the Admiral Trading Corp., which is the factoring operation. Another factoring company with which Bernoff was affiliated from 1949 to 1956 was the Belmont Factors, Inc. The Vernon Hills Estates, Inc., was also another business in which Bernoff was interested, along with the Board Street Hickory Grill Corp., a bar and grill located in Newark, N.J.

Willse told the committee that back during the prohibition era, Jacob Bernoff, alias "Jewey" Cohen, a brother of Charles Bernoff, engaged in the beer distributing business with Dutch Goldberg, alias Henry Shomberg, and Louie Pots, and Abraham Lichtenstein, better known as Augie. These men were close associates of Dutch Schultz, notorious New York beer baron. Their place of business was then located near where the Regal Music Co. has its present headquarters. With the repeal of prohibition, this company finally ended up in the jukebox business under the name of the Greater New York Amusement Co. Dutch Goldberg, it will be recalled, was a top mobster along with Dutch Schultz, and was involved with the old Lepke-Gurrah mob in the garment industry. Along with Jacob Bernoff and Augie Lichtenstein of the Dutch Schultz mob, there were associated such prominent gangsters as Abe Chait, Joe Adonis, Frank Costello, and Meyer Lansky.

The Greater New York Amusement Co. later became the Regal Music Co., formed by Charles Bernoff, Lily and Abe Gabaeff, and Jean Taylor, the latter two individuals being registered for their husbands, Murray Gabaeff and Edward Taylor. These were all top hoodlums, closely associated with the Lepke-Gurrah mob (Murder, Inc.), and were involved in the extortion of $2½ million in a 5-year period in the milk industry, at which time they were in collusion with certain Teamster officials. All these men had extensive arrest records, and their names were prominent in criminal activities in New York over a long period of time. Jacob Bernoff, brother of Charles, died in prison in February of 1958, while serving time for a Federal narcotics violation. He had previously been convicted 9 times out of 12 arrests.

The legitimate operations of this outfit started with the Regal Amusement Corp. in June of 1947, and they handled slot machines, cigarette machines, automatic vending machines, and amusement machines and devices. In June 1948, the name was changed to the Admiral Trading Corp., and its operations were transferred to making loans as a factoring company. Bernard Linn was the president; Helen Mishel, acting as a "front" for Irving Mishel, was treasurer; and Charles Bernoff was secretary and a director. The company made loans primarily to locations where jukeboxes and game machines were placed. However, numerous other loans were made to major racketeers and hoodlums throughout the New York underworld.

Irving Mishel testified before the committee in connection with the operations of the Admiral Trading Corp. At the time of his testimony, Irving Mishel was serving a 10- to 20-year sentence for forging and transporting stolen bonds. Charles Bernoff, longtime friend and associate of Mishel, had testified against Mishel in his criminal trial, and was largely responsible for Mishel's conviction and sentence.

While Bernoff was taking the fifth amendment to any and all questions placed to him by the committee, Mishel frankly furnished to the Senators a rundown of his activities and those of Bernoff. Mishel stated that other persons found guilty with him at the time of his conviction were "One-Arm Louie" Blumenthal; "Harry the Hawk" Gottlieb; Sonya Lang, who had been living with Harry the Hawk; Irving "Cockeyed Mickey" Rosenberg; "Fat Freddie" Schatzberg; Samuel Friedman; and Irving "Knadles" Nitzberg. Mishel described Knadles as a man who had been in the death house at Sing Sing Prison on two separate occasions.

Mishel stated he was in numerous different companies, one of which was the Herald Capital Corp., a money-lending company. With him in this company were Joseph Paige and Charles and Jacob Bernoff. Mishel first met Charles Bernoff in the early 1940's, meeting him through Murray Gabaeff's son, Jackie Gabaeff, one of those convicted in the milk extortion racket. On the suggestion of Charlie Bernoff, Mishel and Bernoff started loaning cash, a practice which Mishel described as "shylocking." This consisted of lending money at illegal rates of interest. For instance, a $10,000 loan might be made to a bookmaker or some such person, which would be repaid at $1,000 per week for 12 weeks. The rates of interest would vary, and from among the loans examined by the committee, it was noted that the interest rates ranged from a low of 15 percent to as high as 198 percent.

At Bernoff's suggestion, Mishel stated they went into the coin operating business starting with cigarette machines, and that he invested between $15,000 and $20,000 in the venture. It was the practice to lend money to a location owner in order to get a machine set up at a particular spot. They were also able to retain their locations by having loans outstanding with location owners and by holding the threat of foreclosure over them. Backing for the company in obtaining locations was also provided through the use of fear, in that it was well known that Jacob and Charlie Bernoff were friendly to numerous top hoodlums such as Hymie Segal, known as a "killer's killer;" Max Courtney, a bookmaker; and Meyer Lansky.

Mishel stated that Charlie Bernoff was becoming weary of lending money to people in the jukebox business without getting interest, and it was then they decided to set up the Admiral Trading Corp., in 1947, to get a regular money-lending operation going. Attorney Joe Paige, Charlie Bernoff, and Mishel were the principals. Mishel's wife "fronted" for him, and Charlie's wife, Betty, "fronted" for him. They established an unsecured line of credit for $300,000 at the National Safety Bank & Trust Co. by making gifts to two of the bank officials.

With these arrangements, Mishel stated, they went into the shylocking business, and at different times loaned money to some of the leading underworld figures in the northeastern section of the country. Borrowers included persons involved in gambling, prostitution, burglaries, and even persons accused of murder. Mishel stated that he personally drew the line to financing anyone in the narcotics racket. The total amount of money loaned by this operation, according to Mishel ran into millions of dollars, and as mentioned before, the interest rate was as high as 198 percent. Persons to whom loans were

made were identified by Mishel as including "Little Harry" Gross, a Brooklyn bookmaker; William Axelrod, alias Willie Baker, a gambling establishment operator and associate of Meyer Lansky; Red Levine; Champ Segal; David Karpf, a labor extortionist and racketeer; Samuel Kaufman, alias "Petey" Mack, who in turn had a shylocking business himself. According to Detective Thomas O'Brien of the New York City Police Department, who appeared before the committee, Kaufman is a close friend of west coast gangster Mickey Cohen, and a friend of the late Bugsy Siegel. Other borrowers included Augie Lichtenstein; Charles Marcus, an accountant for numerous hoodlums; Harry Rimmer; and Red Rosen, who is an associate of Johnny Dioguardi in the union racketeering. Another person who borrowed money from this company was James Rutkin, prominent racketeer and former bootlegger, who is a close associate of such notorious hoodlums as Frank Costello, Longie Zwillman, Harry Stromberg, and Frankie Carbo. Harry Stromberg, alias Nig Rosen, was also a borrower from the company.

These are only a few of the hoodlums whom Mishel recalled had borrowed money from his company. Many more names were brought out in the hearings as customers of the Admiral Co., and they include gangsters and racketeers from every phase of criminal activities.

Mishel's testimony, made in the presence of Charles Bernoff, provided a basis for further questioning, but Bernoff declined to answer, resorting to the fifth amendment to any and all queries.

IV. Chicago and Vicinity

INTRODUCTION

In the Midwest the organized underworld is known as the "Syndicate." Its upper echelon still includes former Capone gang killers. It dominates the jukebox, game machine, and cigarette machine businesses in the city of Chicago, and in the ever more populous counties surrounding it. By economic and physical coercion, violence, and murder, the Syndicate was extorting tribute of over $100,000 a year from jukebox operators (p. 17055), and an equal sum from game machine operators (p. 17142) in Chicago alone. It was forcing jukebox operators to cease buying records at stores of their choice in favor of a Syndicate-owned "One-Stop" where they were forced to pay excessive prices for counterfeit discs (pp. 17024, 17071). Businessmen were told to purchase and otherwise "plug" records of hoodlum-managed singers (p. 17038); and legitimate operators were forced out of business (pp. 17007, 17024) or forced to accept Syndicate thugs as uninvited, silent, noncontributing partners for at least 50 percent of the profits (p. 16996).

The threat such criminal organizations pose to the sovereignty of democratic government was demonstrated in five situations the committee investigated in the Chicago area. In each instance it seemed alarmingly clear that law enforcement agencies were ineffective in protecting the persons and property of citizens the Syndicate had designated as its prey. In each instance, Fred "Jukebox" Smith, business representative of Local 134, International Brotherhood of Electrical Workers, Joseph Paul Glimco, racketeer Teamster official, played a major role.

For many years infamous grafter "Umbrella Mike" Boyle (deceased March 1958) headed local 134. In 1940 he delegated authority to Smith to manage the local's "coin-machine division." This division acted as an enforcement arm for the jukebox operators' association (p. 17164). Smith was widely believed to have been sponsored by Eddie "Butch" Vogel, a Syndicate power for the past 30 years (pp. 17167, 17171).

Vogel has supervised slot-machine operations for the Capone mob in the late 1920's. In 1936 he included jukeboxes and, soon after, cigarette vending machines. At the time of our hearings he had the largest jukebox route in Chicago, and his company's manager was president of the Jukebox Operators' Association. Vogel also had a large route of amusement machines in Chicago, and the largest cigarette vending operation in Cook County (p. 17169).

CHICAGO

1. Syndicate domination of jukebox operators

The criminal syndicate in Chicago has long been known to derive major income not only from the operation of organized crime but also by preying on legitimate business.

This condition was found to exist by the investigation of the committee which reflected that the reputable jukebox operators of Chicago and vicinity were exploited by major segments of the underworld to upwards of $100,000 a year. To accomplish this the syndicate used a three-prong attack to siphon off the profits of music-machine operators, regardless of whether they were large or small.

In Chicago, as in other localities, it was found that a large portion of the operators were banded together in an association to protect their individual locations from outside competition. To this association the members paid in 30 cents per machine per month or approximately $24,000 per year. The association members and their employees were also required to belong to a labor union which served as the enforcement arm of the association. The union in the jukebox industry sought no legitimate trade union benefits for its members and served only as a false front to enforce the will of its officials. The union involved in this instance was local 134 of the International Brotherhood of Electrical Workers. In this union was a coin-machine division consisting of 200 members and headed up by Fred Thomas Smith, also known as "Jukebox Smitty." Dues from the members poured $15,800 in this section of local 134.

The third prong in the underworld's hold on the jukebox industry was the Commercial Phonograph Survey which exacted tribute of $74,000 per year from the jukebox operators to permit them to do business in Chicago. This company was owned and operated by Michael Dale, a protege of "Jukebox" Smith. While Smith used his position to force the operators to belong to the union, the association, and the Commercial Phonograph Survey, Dale carried on his payroll two of Fred Smith's brothers, William and Frank. Also on the payroll of CPS were William Messino, ex-convict and former handyman for gangster Tony Accardo, along with ex-convicts Joseph Gagliano and Lawrence Rossano.

Jukebox owners Donald J. Moloney and Max Brier told how they were each required by "Jukebox" Smith to join local 134 and to subscribe to the Commercial Phonograph Survey. Moloney testified that he paid $690 per year for 50 machines, which was strictly a "shakedown" with no benefits whatever derived from this membership and, in addition, he had to pay $134.20 to the union (pp. 16957, 16958).

"Jukebox" Smith used the union as the enforcement arm which required members to conform to the allocating of territories and the fixing of prices. Nonmembers were kept from entering the business and location owners were not allowed to own their own machines or to deal with an operator of their own choice.

Michael Dale and "Jukebox" Smith monotonously intoned the fifth amendment plea to all questions regarding their activities. Smith refused to offer any explanation of a $5,000 payment he received in 1948 from the Simplex Co., an outfit owned by Tony Accardo. He declined to comment on $5,000 he extorted from the Dormeyer Co. to keep labor peace, on $500 the Koban Distributing Co. (a Wurlitzer distributor) had to pay him, and on his own business partnership in jukeboxes with Joey Glimco, notorious hoodlum, Teamster official, and henchman of James R. Hoffa (pp. 17166–17167).

2. Syndicate-forced sales of counterfeit records

In late 1956, Chicago jukebox operators received written, telephoned, and personal solicitations from Smith, his brother Frank, and from Glimco to purchase their supplies of records at Lormar Distributing Co., a recently established "one-stop."

Lormar was located in Cicero, Ill. (infamous sanctuary of the Capone mob), opposite Glimco's Teamster office. Operating from Lormar's premises was Consolidated Record Sales, Inc., ostensibly engaged in buying and reselling, to chain stores, used records of "dying" hit tunes.

Jukebox operators refusing to heed the "advice" of Smith and Glimco began to lose their locations to an "E. & E. Music Co.," alleged to be owned by Anthony Erice, who operated it as a "whip company" for Lormar.

> Mr. KENNEDY. * * * in order to bring this pressure, Lormar not only brought the pressure through the union, Joey Glimco, and "Jukebox" Smitty, but they also formed this E. & E. Co.
>
> The E. & E. Co. would be the whip company. As we have seen it operate not only in Chicago, but as we have seen it operate in the cartage industry and other industries, they don't care what kind of a loss they take temporarily, because the idea is to try to obtain a monopoly in a particular community.
>
> We have found from an examination of some of the accounting papers of the Lormar Co. that they took a loss of $85,000 for jukebox sales during the period of 1957, the end of 1957, and 1958.
>
> The CHAIRMAN. What company?
>
> Mr. KENNEDY. Lormar. That is the company that was supposed to be producing records but they took a loss in

jukebox sales of $85,000, which would be the E. & E. Co. (p. 17101).

Charles "Chuck" English was the owner of record of Lormar. E. & E. had the same address as a "Midwest Music Co." and a "3340 Club." English's brother Sam (who had once been hired by the Chicago Restaurant Association to obtain labor peace for them) was a partner in "Midwest" and the "3340 Club" was discovered to be a gambling partnership of Edward Flanagan, Sam and Chuck English. English invoked the fifth amendment when asked to explain his operation, but his background disclosed the close relationship between the Chicago syndicate and union officials Glimco and Smith. The salient facts were put to English by our chief counsel:

> Mr. KENNEDY. * * * you have handled * * * money on behalf of Paul "The Waiter" Ricca * * * back as far as 1952 * * *
>
> * * * * *
>
> * * * in 1954, Mr. Giancana received $50,000 in profit from betting * * * And he paid you off $12,500 of that? * * * And Mr. Giancana was the chief gunman for the successors of the Al Capone mob * * * And you do his menial tasks for him, do you, Mr. English?
>
> * * * * *
>
> Mr. Giancana * * * is the man behind Mr. Chuck English. This is a syndicate operation, the Lormar Record Co., an underworld operation, and Mr. English in our estimation is merely a front. He is a lieutenant of Sam "Mooney" Giancana, who, along with Tony Accardo, is probably now one of the chief underworld figures in the Chicago area, since Paul "The Waiter" Ricca has been convicted of tax evasion. Mr. Chuck English has assumed more importance over the last 3 or 4 years, and this record company has been a front for Giancana through the efforts of Mr. Chuck English (pp. 17095, 17096).
>
> * * * * *
>
> * * * according to records in our possession, you and he were in partnership together and declared for the years 1956, 1955, 1953, and 1952, a 4-year period, some $45,000 in partnership * * * (p. 17098).

Mr. Kennedy related other notorious associates of English: Sam "Golf Bag" Hunt; "Greasy Thumb" Guzik; and William "The Saint" Skally, bookmaker and master counterfeiter for the syndicate; and

> * * * he [English] registered for the draft in October of 1940, and was classified 1–A, and he made numerous attempts to have his induction deferred on the ground that he told the representative from the draft board that he had had a 15-year record of friction with the law, and that if the draft board wanted him, they would have to come and get him (pp. 17098, 17099).

From Theodore Sipiora, a coowner of "Singers' one-stop" Record Service, Inc., the committee heard an eyewitness account of how the

Chicago underworld "took over" another legitimate business. Sipiora explained that his company was a jobbing outlet for records of various manufacturers. This allowed jukebox operators to purchase a variety of records at one place, instead of going to the separate distributors of each company. Sipiora testified that several years ago his company started losing business to Lormar. Operators told him he would be losing a lot more. His former customers told him that

> * * * if they wanted to stay in business they would have to buy records there (i.e. Lormar * * *).
>
> Mr. KENNEDY. How were they going to put them out of business?
>
> Mr. SIPIORA. Very simply. They would take their locations away.
>
> * * * * *
>
> Mr. KENNEDY. How were they able to do that in Chicago?
>
> Mr. SIPIORA. With the help of the union.
>
> Mr. KENNEDY. Do you mean they would put a picket line up?
>
> Mr. SIPIORA. I don't think they had to use a picket.
>
> Mr. KENNEDY. Just tell them?
>
> Mr. SIPIORA. * * * That is right.
>
> Mr. KENNEDY. Then that would cut off the deliveries and the tavern would be put out of business?
>
> Mr. SIPIORA. That is right.
>
> * * * * *
>
> Mr. KENNEDY. Did you understand that they had some tough people that were going around, some musclemen?
>
> Mr. SIPIORA. Well, sometimes the operators came in and told us that they had a visitor. They were afraid to mention who it was.
>
> Mr. KENNEDY. Is this a situation that spread across all of Chicago and the outlying area?
>
> Mr. SIPIORA. That is right.
>
> Mr. KENNEDY. So now this is the company that really controls the distribution of records, in the whole, of the central part of the company there, around Chicago, and up into Wisconsin? (p. 17024.)
>
> Mr. SIPIORA. I imagine.
>
> Mr. KENNEDY. Did they contact people in Iowa, too?
>
> Mr. SIPIORA. Yes; they did. A fellow sent us back literature from them.
>
> Mr. CHAIRMAN. Do you mean this situation prevails there now?
>
> Mr. SIPIORA. Yes, it does.
>
> The CHAIRMAN. With this union backing up this business that you understand is operated by the underworld element?
>
> Mr. SIPIORA. That is right.
>
> * * * * *
>
> Mr. CHAIRMAN. How much of your business have you lost since this operation started?
>
> Mr. SIPIORA. About 90 percent of the operators.

(Sipiora said this meant a loss by Singer's to Lormar of some $800,000 volume per year.) (p. 17024.)

Sipiora heard first of his hoodlum competitor and their deadly method of competition from an employee of one of his biggest customers, Apex Music Co. (owned by gangster Eddie "Dutch" Vogel).

Mr. SIPIORA. He told us that a friend of theirs has gone into the record business and hereafter they would have to switch all of their business to them.

* * * * *

Mr. KENNEDY. Now, did you find or did it come about that the Lormar Distributing Co. was not satisfied with this arrangement of gaining control, but they started then to put out counterfeit records?

Mr. SIPIORA. I don't know the basis of it but we know there was a flood of counterfeit records in the city.

* * * * *

The records were sold a nickel below our cost, and we received cards from our operators to the fact that records were being sold for a nickel less, and we are a dime over because we pay 60 and we sold them at 65, and the cards they received stated that they could buy them from Lormar for 55.

It was then the distributors started to look into it because they thought it was phony because they didn't give any special price.

* * * * *

We found out that they were coming in the city from Ohio, and they were counterfeit (pp. 17029, 17030).

Many complaints were made by the operators to the State's attorney and to the Chicago Crime Commission and both initiated investigations. On February 7, 1958, the State's attorney raided Lormar and English and one George Hilger. Hilger was charged with counterfeiting a trademark and English was charged with possession of records labeled with fake trademarks. In a coordinated move the Cincinnati police seized a huge quantity of counterfeit records from the Rite Record Co. in Cincinnati, owned by Carl Burkhardt. Burkhardt, convicted in 1950 of selling indecent records, claimed he was unaware the labels did not belong to a "George Miller of Chicago" from whom he received them and with whom he had been persuaded to devote 70 percent of his plant's production to pressing records from plates sent to him by Miller. The business was all "c.o.d." Shipments of plates and labels to Cincinnati and of finished records to Chicago were via Greyhound Bus Lines.

The Cincinnati police established that Burkhardt had been sending records to Miller as early as October 1957. Accounting records showed that in the ensuing 6 weeks Burkhart sent 121,700 counterfeit records to Miller. Testimony disclosed "George Miller" to be George Hilger, associate of Chicago hoodlums, and of Chuck English. Hilger's niece Marilyn was married to Bill McGuire, general manager of Lormar and treasurer of Consolidated Record Sales, Inc. The other officers of Consolidated were Lorraine English (Chuck's wife), president, and Mary English (Sam's wife), secretary. The name "Lormar" was

an obvious contraction of the names of the two women. Prosecution by the Illinois State attorney resulted in dismissal of charges against English, and payment of a $50 fine by his associate George Hilger. Sipiora believed that part of the obstacle to effective prosecution was the reluctance of his fellow businessmen to be witnesses—which gave further impetus to their predators.

> Mr. KENNEDY. Do you find that that is a general situation now in the industry, that people are reluctant to talk because of what has happened in the past?
>
> Mr. SIPIORA. Yes, they are. I know for a fact that most of the operators that we have dealt with we have known for years, and they would be very willing to cooperate with any committee if they knew that it would keep going and arrive at some punishment.
>
> We know that you fellows and other committees have investigated and if things just stay at that point, and nothing is done to punish these men, that is why you are not getting cooperation.
>
> Mr. KENNEDY. Were you told just this past week that once the investigation blows over, that the whole group will be back in operation?
>
> Mr. SIPIORA. That is right.
>
> * * * * *
>
> * * * this week we lost, I would say, two or three accounts, and they said they were told by their bosses not to come to our store any more, and the pressure is on again (p. 17031).

Notwithstanding action by the Illinois State attorney and the consequent notoriety, E. & E. continued to jump locations of operators refusing to buy records with Lormar. By March 1958 almost all operators were doing so, and Lormar continued to secure its monopoly of record sales to Chicago's jukebox operators.

> Mr. KENNEDY. Did they say they would be back in business after the investigation is finished?
>
> Mr. SIPIORA. They think that they will be in stronger than ever. That is what they tell us (p. 17031).

Sipiora was unable to explain why none of the record manufacturers whose products had been counterfeited took any legal action against Lormar or its principles. Even worse, these companies continued to do business with Lormar. The results of such conduct was forecast.

> Senator MUNDT. It seems to me they encourage the repetition of that kind of evil if they haven't enough gumption to sue to protect their own interests, and when the culprits' only penalty is a $50 fine. This encourages somebody else to counterfeit. I am completely mystified by the negligence that the officials of these corporations show to their stockholders and to their responsibilities by not suing the people once it is demonstrated who they are who are counterfeiting their product (p. 17035).

Within the year this predicted evil was sweeping the country. The industry's foremost periodical reported: "Bootlegging Singles Burgeon."

NEW YORK AREA LATEST SUFFERER—MANY LABELS VICTIMS

NEW YORK.—Bootlegging of single records * * * is blossoming in greater abundance than ever * * * most recent instance of bootlegging which came prominently into the public print was that involving the Burkhardt pressing plant in Cincinnati in a deal which also involved Lormar distributors in Chicago.

Most recently afflicted area appears to be New York but tradesters are openly connecting bootlegging operations with the vast amount of transshipped merchandise noted as flowing between many cities. * * *

* * * * *

* * * on "hot" merchandise, there are no royalties and no excise taxes paid. What has tradesters badly shaken up now is the fact that the proportion of bootlegged disks now being sold as legit, seems to be increasing steadily.

* * * there have been few if any convictions obtained and sentences passed on proven bootleggers. Now, many tradesters feel, it is time for somebody to go into action and prepare a strong, well-documented case * * * (The Billboard, Nov. 9, 1959).

3. Criminal sponsorship of recording talent

Singer's one-time sales volume prompted hoodlum pressure on it to "plug" the recordings of an unknown artist under contract to a known racketeer. Sipiora testified that several years ago he was approached by the then manager of Vocalist Tommy Leonetti, Mr. Ambrosia. He was told to push Leonetti's records.

Mr. KENNEDY. He brought in 50 and gave them to you free?

Mr. SIPIORA. That is right.

Mr. KENNEDY. Then what happened? Did you have another visit?

Mr. SIPIORA. No. He called us several times and wanted to know what we were doing with the record, why we didn't buy it. We told him it wasn't good enough to get on the boxes.

Mr. KENNEDY. What happened then?

Mr. SIPIORA. He paid us a visit * * *. He was with someone * * *.

Mr. KENNEDY. Did you understand he had some underworld connections at that time?

Mr. SIPIORA. We didn't know until later.

Mr. KENNEDY. * * *. How did he put his point over when he visited you this time you are describing now?

Mr. SIPIORA. Well, he was very insistent. He demanded we help him * * *. He was tossing what we felt was a bullet.

* * * * *

Mr. KENNEDY. * * *. What did he say when he tossed the bullet into the air? * * *

Mr. SIPIORA. Well, "These things can be dangerous. They penetrate flesh." And that was all.

* * * * *

Mr. KENNEDY. What happened after that?

Mr. SIPIORA. Well, we did get some of the records later because some of the operators, I guess, had calls and they were asked to buy it. We bought it specifically for the operators (p. 17039).

Sipiora was corroborated by Robert Lindeloff, president of Music Operators of Northern Illinois.

Mr. KENNEDY. Were you ever urged at any time to push the record of any particular singer?

Mr. LINDELOFF. Once.

* * * * *

Mr. Glimco * * * asked me to * * * tell the operators to put Tommy Leonetti's popular record of that day on the No. 1 spot of their phonographs, which I did not do.

Mr. KENNEDY. Did you understand that some of the other distributors were contacted in the same manner?

* * * * *

Mr. LINDELOFF. I believe they possibly called lots of people and told them that * * * yes (p. 17015).

When Mr. Leonetti was interviewed, he stated that he did not know Mr. Ambrosia was connected with the underworld; that Ambrosia's handling of Leonetti's affairs was unsuccessful; and that after a couple of years with Ambrosia, Leonetti employed another manager. The committee is pleased to confirm that no derogatory information about Mr. Leonetti has come to its attention.

4. Syndicate shakedown of game machine operators

Another group against whom Jukebox Smith used his union position on behalf of Chicago's underworld was composed of some 100 operators of amusement machines. Mostly small businessmen, they rented several types of coin-operated games to various locations on a commission basis. Collectively, they owned between 7,000 to 9,000 machines, grossing about $200,000 per week. Using familiar tools—a corrupt union official, criminal terrorists, and greedy businessmen—the syndicate was able to extort from these game operators an estimated $100,000 a year.

In late 1955, a group of operators formed the Chicago Independent Amusement Association, Inc. (CIAA), a "not for profit" organization. The main purpose of the association was to preclude "location jumping" and other forms of competition among themselves, thus obtaining the "advantages" enjoyed by Chicago's jukebox operators.

However, some members would not conform to association bylaws restraining competition. In mid-1956 the officers accepted Smith's "suggestion" to hire Hyman Larner, then using the pseudonym "Red Waterfall," as executive secretary. Contrary to the association's minutes declaring Waterfall was elected, investigation disclosed he had assured both title and function substantially in advance of the alleged election.

On December 1, 1956, Waterfall rented a suite of offices at 183 West Randolph Street, Chicago, giving fictitious personal and financial references. In January 1957, Waterfall and Sam Greenburg announced that they had negotiated with Smith and obtained a master labor contract with local 134. They claimed the requisite union dues were to be remitted through Waterfall's office. To include union dues the association dues were raised by 600 percent. Thereafter each member was billed quarterly, in advance, $1 per machine per month.

The committee established that local 134 never received any money for game machine operators or their employees. It had no record of the alleged CIAA–134 contract; it never received a contract to incorporate into its membership the employees in the game machine field; and all personnel at local 134 disclaimed knowledge of the entire matter.

Assistant Counsel Kaplan testified that he found at the CIAA office all of the impediments necessary to give the impression CIAA had a union contract. Items included a rubber stamp with the IBEW legend on it, stationery headed "IBEW Local 134," business cards of Fred Thomas Smith bearing the seal of local 134, blank "obligation cards" of the IBEW, and prepaid envelopes of local 134. These and other similar articles showed conclusively that the "union" operated out of the offices of the employers' association.

After CIAA claimed to have signed a labor contract with local 134, all game operators received letters advising them to join the association. Nonjoiners were punished by the hijacking or damaging of their machines.

Committee Investigator James McShane established that career thugs Alex Ross and James Rini damaged some 20 machines with hatchets or sulfuric acid. Rini had a record of 31 arrests and 19 convictions; Ross, 22 arrests and 8 convictions. Both invoked the fifth amendment to avoid giving testimony. The evidence showed direct payments to them by CIAA President Sam Greenburg, by Larner, and by Vogel.

Several operators told the committee about syndicate efforts to bring them in line. Herman J. Klebba, a coin machine operator for more than 20 years, testified Smith told him to have his employees join local 134.

> I told him that is up to the men. If they want to join the union, let them join the union.
>
> Mr. KENNEDY. Did you belong?
>
> Mr. KLEBBA. I belonged to it; yes.
>
> Mr. KENNEDY. Do any of your employees belong?
>
> Mr. KLEBBA. No. (p. 17119).

Klebba stated that CIAA President Greenburg asked the members at an association meeting if they wished to join the union, and the majority wanted to do so. One reason was that it would allegedly allow operators to increase their own profits by giving 10 percent less commission to the location owners.

> Mr. KENNEDY. Did you make a number of public protestations against the association and the union?
>
> Mr. KLEBBA. Well, I was against that. I didn't care to pay nothing to them.

Mr. KENNEDY. Did you tell people that?
Mr. KLEBBA. Yes, I told them.
Mr. KENNEDY. Did you have some damage to your machines?
Mr. KLEBBA. Yes.

* * * * *

* * * they would come out to a location—two men * * * cut up all the wires in the back and they gave me a lot of expense on it. That is all.
Mr. KENNEDY. How many machines?
Mr. KLEBBA. They cut in about eight so far as I know (p. 17121).

Klebba affirmed he had never before had trouble and he believed it was due to pressure by Waterfall and others to get him to pay dues on his 125 machines, since he had been paying on only 30.

Leo Romaszkiewicz, another operator, testified he had always objected to CIAA and its connection with local 134:

Mr. KENNEDY. You were outspoken of its connection with local 134? You were one of those who led the fight?
Mr. ROMASZKIEWICZ. Objected to it from its beginning.
Mr. KENNEDY. Did you have damage to your machines?
Mr. ROMASZKIEWICZ. Yes, sir.

* * * * *

Two had acid thrown on them and one was cut up with shears or something.

* * * * *

Mr. KENNEDY. You were paying $120 per quarter at the time these [machines] were cut up?
Mr. ROMASZKIEWICZ. Yes, sir.
The CHAIRMAN. Why did they do it if you were paying? Were you in good standing?
Mr. ROMASZKIEWICZ. Well, that I don't know, Senator. I can't answer that other than maybe it was because I was voicing my opinion too much or something.
The CHAIRMAN. In other words, you were opposing it?
Mr. ROMASZKIEWICZ. Yes (pp. 17131–17132).

One machine was in a tavern owned by Mr. and Mrs. John Holup. Holup affirmed that one of the men who destroyed the machine had entered his tavern a couple of months earlier, and had given to him a card reading, "Chicago Independent Amusement Association, 188 West Randolph Street, Chicago 1, Ill., affiliate of IBEW Local No. 134." Subsequently, Holup identified the man as Alex Ross.

Waterfall disappeared when it was known that CIAA was being investigated. He took with him the books and records of the association, and remained in hiding for more than 9 months before he could be located and a subpena served on him. Before the committee he invoked the fifth amendment, Nonetheless, we were able to establish conclusively that he was Hyman Larner, longtime tool and employee in "Dutch" Vogel's racketeering activities.

For each of the 8 years prior to his committee appearance, Larner had reported an average income of only $8,700. He refused to ex-

plain how this allowed him to maintain a luxurious home in Miami valued well over $55,000; a luxurious apartment on Lake Shore Drive in Chicago; a yacht; a new Cadillac and several other cars; and further, to claim a net worth of over $100,000.

Vogel, Larner's mobster boss, also hid behind the fifth amendment. His sordid history of criminality went back to his position as Capone lieutenant supervising South Side slot machine operations. Unlike many ex-Capone gang henchmen, he remained in the good graces of each succeeding wave of reigning mobsters, to obtain his present eminence as syndicate overlord of Chicago area coin machine operations. In the process he became owner of Cook County's largest routes of cigarette machines, jukeboxes, and similar devices. From at least the early 1940's, his companies' operating territories were completely immune from competition. Vogel also deals in illegal gambling equipment, through the operation of Skilled Games Rental, Inc. As with all his activities, his ownership and direction are cencealed by "front men." Thus, Vogel continues to prey on society without risking the penalties suffered by puppets Ross and Rini; or a prosecution for tax evasion the committee believes has been invited by Larner.

5. Syndicate invasion of coin machine operations outside of Chicago

Around Chicago the committee discovered a fifth situation illuminating the threat of the organized underworld. It resulted from the ambition of Sam "Mooney" Giancana, fast-rising syndicate killer, to control jukebox, game machine, and cigarette vending operations in the increasingly populous suburbs surrounding Chicago. These towns are located in Page, McHenry, Lake, and Kane Counties; and in each a Giancana underling has gone into the coin machine business. The effect on legitimate operators has been pitiable.

Giancana was characterized by Mr. Kennedy:

> * * * probably he and Accardo are Public Enemy No. 1 in and around the Chicago area.
>
> Giancana is the chief gunman for the group that succeeded the Capone mob, one of the younger men that has come along * * * he probably has greater control in the underworld syndicate in Chicago than any other figure, with the possible exception of Tony Accardo (p. 17042).

Robert Lindeloff, a jukebox operator for many years, and president of the Music Operators of Northern Illinois (MONI), admitted that for at least the last 3 years his membership was having trouble because the syndicate was moving into the areas in which they conducted their business. He conceded that the members were losing locations to "Black Joe" Amato in McHenry County; to Joe "Crackers" Mendino in Lake County; to Tony Perotti in Du Page County; and to Eddie Vogel in Cook County areas bordering Chicago.

On behalf of his members, Lindeloff arranged with "Jukebox" Smith to protect MONI locations against the underwold invasion. Quarterly payments for this protection were to be remitted as dues to Dale's Commercial Phonograph Survey Co. Over $2,000 was given to Smith as an initial payment. Several weeks later Smith returned the money because, as Lindeloff testified in 1956:

> The reason it was returned was that all at once McHenry County, where some of our members operate there, there was

> a branch of the syndicate that operates there. They had never been in the jukebox business up to this time, and they decided to go in the jukebox business and take over everything. In other words, they didn't want us to have anything (p. 17017).

The jukeboxes used in the different counties to replace those of legitimate operators were purchased from Glimco's AMI distributorship. Among Glimco's recorded hoodlum accounts were the Amatos, Willie "Potatoes" Daddano, Frank Zito, and Anthony Erice. (Since the commencement of this investigation, AMI, Inc., disenfranchised Glimco's company and took from him any interests in the sale or distribution of that manufacturer's jukeboxes.)

In Kane County, the syndicate did not bother to even set up its own companies to drive out legitimate operators; it merely "cut in" on a going operation, with Giancana underlings appearing suddenly as partners in game machine companies. The committee heard evidence of two such syndicate attempts, only one of which was successful.

Rocco Pranno, whose criminal record showed five arrests and three convictions, coerced Ralph Kelly, a longtime game machine operator in Elgin, Ill., into taking Pranno as a partner. The partnership agreement appears an obvious afterthought to give an aura of legitimacy to the arrangement. Thereafter operating expenses, which had been averaging 29 percent of gross profits, shot up to over 75 percent of gross profits. Four employees were added to the payroll, but the committee could find evidence of work by only one. Although the company increased by purchase the number of machines it had on location, its gross revenues showed no increase on the company's books. The committee believes that some collections were not recorded.

When questioned, both Kelly and Pranno invoked the fifth amendment. Kelly appeared so fearful of Pranno that Senator Ervin observed:

> It certainly is a tragic state to see a man who comes in the shadow of the Capitol of his country who cringes in fear because he is afraid of a man who comes and demands that he share his property with him. * * * (p. 16995).

In strong contrast to pitiful Ralph Kelly was Bernard Poss, of Aurora, Ill. He had been in the jukebox business in that area since 1947. He testified that Rocco Pranno had paid several calls on him before Labor Day, 1956:

> Mr. Poss. * * * he said that the boss wanted to see me, that they had taken in all of the other operators in our area and I was the only one left.
>
> * * * * *
>
> I was tired of his visits. * * * I asked him where his boss was, and he said he had an office over in Du Page County. * * *
>
> * * * I got in his car, and he drove to what is known as the Lilac Lodge.
>
> * * * * *
>
> While I am talking to him, three men came up to the car and I opened the car to get out, and the man in the middle said, "Never mind; stay in there."

And they proceeded to get into the back seat * * *
The man in the middle said, "Drive."
With that Rocky Pranno started to drive * * * he said, "Poss, how long have you been in the business?" and I told him.

* * * * *

Then he asked me how many machines I had, and I told him. He said, "We are going to be your partner." He said, "We are going to make you a lot of money." He said, "We will run books and slot machines and everything."
I said, "I never ran a book," and he said, "We'll teach you."
I said, "Well, I am getting too old for that now."
And I sensed that the two men alongside of him looked like bodyguards, and with this driver and him I thought the odds were kind of bad.
So I agreed to whatever he said, they are going to be my partner.
Mr. KENNEDY. Was there any talk about paying you for half of your business?
Mr. Poss. I asked about that, and they told me they would pay me out of the machines, out of my machines.

* * * * *

He said that Rocky and some men would be out to my place the next day and go with my men that I employed on the routes, to go along and help count the money.
Mr. KENNEDY. Why did you agree to bring them in as partners?
Mr. Poss. These roads that I was being rode over I had at various times saw the paper that bodies were hung over fences in those areas as I thought it would be better than having that happen.
Mr. KENNEDY. You figured if you didn't, you would have been killed?
Mr. Poss. I did.
Mr. KENNEDY. They took you back into town then?
Mr. Poss. Not just then, because I was thinking of an excuse. So I said to him, and I remember this was on a Thursday preceding Labor Day, so I said to him, "Now, tomorrow, I have an appointment to take my family to the lake over the weekend, and I wonder if you couldn't put this off until Tuesday."
He granted me that, and with that we went back and Pranno took me back to my car, and when I got out of his car, I told him, "Now, whatever I said today is out, because I was under duress, and under those conditions whatever I said today is out the window. Any agreement that I agreed to today is null and void."
Mr. KENNEDY. What did he say?
Mr. Poss. He said, "The boss wouldn't like this." Then he warned me about going to officials.
Mr. KENNEDY. What did he say about that?

Mr. Poss. He told me it wouldn't be healthy (pp. 16969–16970).

Although not positive, Poss believed the man who was introduced to him as "The Boss," was Giancana.

Poss told his county sheriff what occurred. He told Pranno that his (Poss') partner would not go along with the idea of taking anybody else in and so the deal was out. Then:

"I didn't hear any more until 1957, in the spring * * * but I began to get telephone calls, warning me to get out of the business. They would give me a number I could call where I could contact somebody to sell out, that I should get out of the business.

One telephone call said, "Now, I am telling you for your own good," he says, "we will take you out and beat you up with a ball bat and break your legs and, if you live, you will be crippled for life."

I didn't pay any attention as far as they were concerned, I continued to run my business, and then one night I got a telephone call that two men had entered one of my locations, one with an ax and one with a gun. I wasn't there, but on checking, the man with the gun said, "Everybody stay where you are and you won't get hurt."

He nodded to the other man to go do his duty.

He went with an ax and he chopped up the pinball machine and he chopped up the pool table. When he chopped up the pool table, the man said, "Hey, that is my machine." It belonged to the location. They had bought their own pool machine.

He said, "Well, you are not supposed to have that anyway." He chopped it up anyway.

Then a little later I got another telephone call from another location. They had done the same thing. They had chopped up a shuffle alley and a pin game.

A little while later I got a call from another one. They chopped up another one.

Well, with that I pulled down my equipment and went out of that business, just pulled them into the office. We didn't sell out or let anybody else have them. We just pulled them in. I turned around and sold the machines.

Mr. KENNEDY. How many of them were there?

Mr. Poss. Approximately 28 or 29 (pp. 16971, 16972).

* * * * *

Senator CAPEHART. But your chief problem came from various persons attempting to muscle into your business?

Mr. Poss. That is right, coming in to take the business by force without giving you any money for it * * * If I hadn't taken a chance at getting myself killed, I probably would have weakened and gave them my business, which I supposed others have. But I decided that I worked hard for it and I wasn't going to give it up if it cost my life (pp. 16976, 16977).

V. Jukebox and Coin-Machine Operations in Lake County, Ind.

As an outgrowth of the committee inquiries into hoodlum-labor activities in Chicago, Ill., attention was drawn to neighboring Gary, Ind., and specifically to possible corruption of public officials there affecting labor activities. Gary is the largest city in Lake County, Ind. It was alleged that a struggling little union found it impossible to function when faced with a coalition of corrupt public officials and well-financed hoodlums.

John Testo, union organizer of Gary, Ind., testified that since February of 1951 he had spearheaded a move to organize the coin operators, service, and repair men of Lake County, Ind., and to expand the local to a national union and to ultimately join the AFL–CIO as an international union. His efforts were moderately successful until syndicate-supported, illegal pinball machines were introduced in competition with union jukeboxes and other coin-operated equipment.

Beginning in 1953 and with the first term of Metro Holovachka as public prosecutor, the illegal-type pinball machines began to appear and to grow and prosper in Lake County, Ind. In East Chicago, Ind., pinball operators joined the union but the syndicate operation in the remainder of the county refused to be organized. This placed a significant number of repairmen and operators beyond the influence or control of the union.

In 1953 the Century Distributing Co. was organized as part of the syndicate operation. This jukebox company was sponsored and controlled by Chicago hoodlums. In 1956 they were joined by Rocco Schiralli, the deputy controller of the city of Gary.

When Testo attempted to organize this company Rocco Schiralli referred him to Joey Glimco, notorious Chicago hoodlum and labor racketeer. Glimco doubletalked Testo into suspending his drive to organize Century Distributing Co.

Mr. Testo stated that the union members, music machines (jukeboxes) could not compete with the illegal pinball machines operated by the syndicate. When the jukebox operators began to lose money they placed their own pinball machines on location. Immediately the union and association members began to have trouble, and Testo investigated to ascertain the reason these illegal pinballs could not be operated by the union members. At one location he found a tavern owner who was happy with the equipment and service of the union member. But he insisted that the machines be removed. He gave as the reason that the authorities would find some reason to revoke or suspend his liquor license if he insisted on keeping the machine of the independent.

Testo learned that the tavern owner had been ordered by Walter Conroy, chief investigator for the Lake County prosecutor to have the machines removed. Testo left his card with the proprietor and requested that Conroy get in touch with him. Within the next 36 hours two detectives served Testo with a subpena at his home to appear before the grand jury.

Testo employed counsel and explained the situation to him. The attorney advised Metro Holovachka by phone that he was using his office to further his own ambitions and not to protect the citizens. Testo was not required to appear before the grand jury. However,

the attorney was advised by Holovachka to "tell John (Testo) to behave himself."

On another occasion in 1954, while Mr. Testo was in the office of a justice of the peace, he met Metro Holovachka. Testo protested to Holovachka that the syndicate repairmen were not members of the union. Three or four days later Testo received a letter to bring the union books to Holovachka's office. When he produced the books he was told by Holovachka to behave himself. "I say, listen, the other people is organized. Why not these people can be organized?" and he told me, he said, "Well, listen, I am going to get something on you. I am going to put you in jail some of these days" (p. 18436).

> The CHAIRMAN. I am trying to get it clear. You went to the law enforcement officer, the prosecuting attorney, to get information and to try to protect your own interests; when you asked him about it, though, he told you to mind your own business or he would put you in jail?
>
> Mr. TESTO. That is right.
>
> The CHAIRMAN. He wouldn't tell you whether they were legal or illegal?
>
> Mr. TESTO. No (p. 18448).

Testo stated that he had received complaints from the union operators that members of the Gary Police Department were using their badge to force tavern and restaurant owners to accept certain pinball machines.

When conditions for union members in Gary and Lake County seemed hopeless Testo made several trips to Indianapolis to see the Governor. No action was taken by the Governor and the union was driven out of business. It was developed later that State officials lacked legal authority to supersede Holovachka.

In 1957 the Lake County pinball syndicate set up a jukebox company. Testo testified he had been told by operators that they were losing jukebox locations to the syndicate. The syndicate was paying as high as $2,000 to have the union members' jukebox removed.

The testimony of the union official and Organizer Testo was followed by testimony of operators and location owners. They related their experiences with law-enforcement people and syndicate operators.

Frank Witecki, independent jukebox operator and union member since 1947, testified to the effect the illegal and syndicated pinball operation had on the jukebox business of the independents. Mr. Witecki stated that both owners and repairmen were members of the independent union. Some owners were accepted into the union since many of them did their own repair and service work.

Beginning in 1955, Lake County, Ind., was flooded with illegal gambling-type pinball machines. These machines are syndicate owned and operated. When a pinball was installed the play of the music boxes substantially reduced. In cases where space is at a premium at a restaurant or tavern the jukebox usually gave way to the pinball machine. As a means of survival the independents turned to the illegal pinballs.

> Mr. KENNEDY. In order to try to compete with this outside group, you started to distribute this gambling-type equipment?

Mr. WITECKI. Yes, sir. It came to the point where you either start dealing in the equipment yourself or you were slowly going out of business.

Mr. KENNEDY. Then did you find that the representatives of the public prosecutor's office came around and raided locations where your equipment was?

Mr. WITECKI. They came out and started to remove equipment, being that it was gambling equipment, and if it was removed in a few days it was replaced by a syndicate machine (pp. 18455–18456).

In 1955 it became obvious to the independent operators that the public prosecutor, Metro Holovachka, was favoring the syndicate pinballs over the independents. Mr. Witecki joined a group that protested to Gov. George N. Craig at Indianapolis.

The CHAIRMAN. Who adopted the resolution? You say it is a resolution from whom?

Mr. WITECKI. Actually being that the operators that service their own machines are members of the union, it was basically a union with those operators that passed that resolution.

Mr. KENNEDY (reading):

* * * *Resolved*, That inasmuch as our appeals to our local law-enforcement agencies have been to no avail, we do now appeal to you, the Governor of the State of Indiana, to take steps to end this flouting of the laws of our State, and to eradicate this growth of monopoly in the coin-operated devices now existing in Lake County and to again allow our respected businessman and workingman to resume their rightful employment (pp. 18458–18459).

Mr. Witecki testified that this protest to the Governor accomplished nothing. Since that time the syndicate expanded greatly. Under this setup there is no future for the independents. The union has ceased to function.

The owners and operators of the countywide pinball and jukebox syndicate were identified as Steven Sohacki and George Welbourn. Collections from their syndicate pinball and jukebox operations for years 1954 through 1958 were over $12,700,000.

In the year 1955 each reported income of $424,000. Prior to incorporation in the summer of 1956 each reported income of $259,000, for the first 6 months. After incorporation large realty investments were made. Included among these was a U.S. Post Office Building in Hammond, Ind. On December 31, 1958, the total value of real property held by the Welbourn-Sohacki combine was over $588,000.

During 1957 and 1958, they traded in more than 52,000 shares of stock for a total of $423,000. On December 31, 1958, they had securities on hand amounting to $145,000. Committee Investigator LaVern J. Duffy testified as follows:

Mr. KENNEDY. So all in all it was an extremely profitable and going venture?

Mr. DUFFY. Yes, it certainly was and is.

The CHAIRMAN. Are these the folks that were able, according to the testimony here, to put the independent operators out of business or the independent union crowd?

> Mr. DUFFY. This is the group that was able to run the independent union operator out of business and was able to take over the area and now has a monopoly (p. 18466).

Mrs. Margaret Hagler, operator of a restaurant at Westville, in La Porte County, Ind., related how police force and political pressure of the Lake County prosecutor's office was used to force independent pinball machines out of her restaurant, and how syndicate machines were moved in to replace them. Her refusal to be dictated to, her reluctance to accept syndicate-owned coin-operated equipment; and her willingness to cooperate with the committee led to constant harassment by the county authorities and ultimate loss of her business. Mrs. Hagler's difficulties commenced when she relocated her restaurant in June 1958. She moved it from Porter to Lake County and she promptly ran afoul of the county prosecutor when she permitted the independent pinball machine operator, Albert Steele of Valparaiso, to move his machines to her new location.

Before Mrs. Hagler took possession of the restaurant in June 1958 she was assured by the Lake County health authorities that her utilities were adequate.

Shortly after the restaurant commenced operation, she was visited byWalter Conroy, chief investigator for the county prosecutor. Conroy played one of the pinball machines and hit for $1.50. He ordered Mrs. Hagler to have both the machines removed.

Conroy and Albert Steele, operator of the machines, met later on in the week at the restaurant. After a heated conversation with Conroy, Steele agreed promptly to remove his machines, which he did. During the conversation Conroy threatened Steele saying that the county health authorities would not give the final approval to the septic system at the restaurant.

Immediately thereafter a syndicate representative who identified himself as "Randall," later identified as Edward S. Ryder, visited Mrs. Hagler and offered to supply her with pinball machines. Based on the trouble she had with Conroy she refused to accept his machines. But Ryder insisted he would take care of Conroy. When she continued to refuse to accept his machines he said, "Can I put these machines in 'or' I am going to put them in," and as long as we are doing business together, I would rather say "Can I put them in?" (p. 18470).

Shortly before Ryder made his visit Conroy had been in to check whether Steele's machines had been removed. At that time he advised Mrs. Hagler that "We never have any trouble with our Gary pinball machines" (p. 18471).

Based on Ryder's attitude and Conroy's assurance syndicate machines were installed. Six months passed and Conroy did not visit the restaurant until after Mrs. Hagler had been interviewed by this committee staff. When he returned about December 20, 1958, he had a helper and he loaded the syndicate pinballs on a trailer. When Mrs. Hagler protested that he hadn't seen a payoff he remarked as he left with the machines that she had caused him too much trouble. Shortly after this Mrs. Hagler was harassed each evening by a number of juveniles that were strangers to the neighborhood. These youngsters would inquire if she could furnish a girl. Many insisted that she was running a house of prostitution. Some became belligerent when she insisted they were mistaken. During one of these exchanges one of

the youths became overly aggressive and a truckdriver defended Mrs. Hagler against him. Another truckdriver also was involved in this altercation. The drivers were jailed and excessive bond premiums were paid by Mrs. Hagler for their release pending trial. Then the county forces took another approach.

> Mrs. HAGLER. Then they kept coming in and saying they were going to arrest me for this and arrest me for that. Then I was scared. I took my little boy to Michigan. So I just, you might say, got up and walked out.
>
> Mr. KENNEDY. You sold?
>
> Mrs. HAGLER. Yes. I never got no money out of it. I sold it. I am supposed to get it, but I never have.
>
> Mr. KENNEDY. You turned it over to somebody else?
>
> Mrs. HAGLER. Yes. She was supposed to give me the money. She said she would get hold of the syndicate and see if they would give the money, but she said they kept giving excuses.
>
> Mr. KENNEDY. Did she have a conversation with Conroy?
>
> Mrs. HAGLER. Yes, after I moved. I moved on the 3d and 4th of January. I gave her the telephone number and said, "If you want pinball machines call this number and they will give them to you." She called, and I was there when she called. They must have told her that they wasn't going to give her no pinball machines, and she said, "Well, Margaret don't own this any more." She said to me, "They want a bill of sale and they want to see the contract and they want to see your name off the building before they give the pinball machines."
>
> I left and I came back the 9th of January and she had pinball machines. I asked about it and she said Conroy had come and talked to her and told her that if I had been there 10 years I wouldn't have gotten pinball machines, that I had caused too much trouble (pp. 18477–18478).

Albert Steele, of Valparaiso, Ind., operator of the pinball machines at Mrs. Hagler's restaurant, testified concerning his contact with Walter Conroy.

Mr. Steele, a carnival operator, places amusement machines at locations owned by his local acquaintances during the winter season. These devices include bowlers, pool tables, and skating rinks. When his competitors commenced installing gambling type pinball machines he was forced into the same type business to protect his locations.

Steele had two pinball machines at Margaret Hagler's restaurant in Porter County, the restaurant known as Maggie's Truck Stop. In June 1958 Mrs. Hagler moved to another location just across the line in Lake County. Steele moved his equipment to the new location. Within two weeks Walter Conroy had notified Mrs. Hagler she could not have Steele's machines. He warned her that if they were not out by the following Friday that he would come in and break them up.

When Steele met Conroy at Mrs. Hagler's restaurant, Conroy placed Steele under arrest. Steele was taken to the county jail at Crown Point, but Conroy declined to place charges against him. Conroy returned Steele to the restaurant. On the trip back Conroy

said he was going to arrest the teenage employee who had paid him off. He also said that Mrs. Hagler would not receive final approval of her restaurant from the county health authorities. Because of these threats Steele removed his two machines.

> Mr. KENNEDY. Not only were you having competition from other companies, but what was your reaction to the law enforcement officials behind it? Did you ultimately learn this was a common procedure and practice?
>
> Mr. STEELE. I found out later that anybody who didn't seem to have an OK couldn't do business over there (p. 18482).

While Mrs. Hagler, whose restaurant was located in the southeastern part of the county, was having her problems, a similar situation was developing in the northwestern part of the county. Conroy was policing the entire county to secure the exclusion of the independents for the benefit of the syndicate.

William Plunkett, a resident of Hammond, Ind., testified that he procured two gambling-type pinball machines from a firm in Chicago and placed them in a restaurant operated by Mrs. Harriet Zontos, located at 5530 Calumet Avenue in Hammond. Mrs. Zontos had remodeled her restaurant to accommodate these machines. Plunkett told the committee that shortly after the machines were installed, he received a call from Mrs. Zontos. She told him that someone who identified himself as a law enforcement officer had taken the machines without leaving a receipt.

> Mr. KENNEDY. Did you find out who had taken them?
>
> Mr. PLUNKETT. The man who took the machines represented himself as Mr. Walter Conroy.
>
> Mr. KENNEDY. He was from the Lake County public prosecutor's office; is that right?
>
> Mr. PLUNKETT. That is right.
>
> Mr. KENNEDY. Did you contact Mr. Conroy then to find out what had happened to your machines?
>
> Mr. PLUNKETT. I tried on three occasions to contact him by telephone afterward and was unsuccessful.
>
> Mr. KENNEDY. You never got your machines back?
>
> Mr. PLUNKETT. No, sir.
>
> Mr. KENNEDY. You never knew what happened to them?
>
> Mr. PLUNKETT. No, sir.
>
> Mr. KENNEDY. You never received any order or any notification from any court or from any law-enforcement official?
>
> Mr. PLUNKETT. No, sir.
>
> Mr. KENNEDY. Your machines were picked up, confiscated, and you never heard about them; is that right?
>
> Mr. PLUNKETT. That is correct (pp. 18511–18512).

Richard G. Sinclair, a committee investigator, testified that these machines were confiscated a month after they were installed, but that syndicate-owned machines located in a tavern directly across the street were not molested. This tavern, the Golden Gate Inn, had two machines. The machines were operated by the Welbourn-Sohacki syndicate and netted the proprietors $10,000 annually.

Mr. KENNEDY. And there was no evidence or information that these machines had ever been bothered by the public prosecutor's office?

Mr. SINCLAIR. The owner of the tavern advised me that there had been no complaint made of him about the operation of these machines.

Mr. KENNEDY. In fact, Mr. Sinclair, this is of extreme importance, from an examination of the records at the office of the public prosecutor, and from our own independent investigation, do we find that there never was any confiscation of any machines belonging to the Sohacki-Welbourn group up until the time we began our investigation?

Mr. SINCLAIR. During 5 years of operation there were no confiscations made or shown, reflected on the books of this Sohacki-Welbourn group. The first reflection in the records to the effect that machines had been confiscated was in December 1958, after our investigation had started.

Mr. KENNEDY. But there were all of these raids that were made on the independent group machines?

Mr. SINCLAIR. The raids on the independents date back to 1955; July 30, 1955.

Mr. KENNEDY. So the result is now in the city of Gary and in Hammond, Ind., this is the only group that really operates at the present time?

Mr. SINCLAIR. That is correct.

Mr. KENNEDY. That is because of the fact that the other competition has been put out of business by the public prosecutor's office?

Mr. SINCLAIR. Right (p. 18514).

Herman Goot, a tavern owner and coin machine operator in Hammond, had a similar experience with the county prosecutor's office. Goot was in the arcade equipment and jukebox business prior to June of 1955. He was also a member of the tavern owners' association. In June of 1955 the Indiana State Legislature amended the antigambling statute to permit the installation of free play pinball machines in public places. After the statute was changed, Goot procured over 55 free play pinball machines and placed them on location. Immediately his locations began to be harassed by Walter Conroy. Conroy told the location owners that the machines were illegal because they were paying off on them and that they should get rid of them. Goot advised his location owners to ignore the threats of Conroy and to continue to let the machines run.

About 3 weeks after Goot placed his pinball machines on location, Conroy commenced to raid them. In one day Conroy confiscated four of his machines. When it became apparent that the public prosecutor would not permit him to operate, Goot and his partner sold out to the Hammond Sales Co.

Shortly thereafter, Hammond Sales replaced the machines at the locations where Conroy had removed them. The Welbourn-Sohacki syndicate operators continued to operate as the Hammond Sales Co. until shut down by the public prosecutor about 5 days before this committee hearing began.

Goot related to the committee another experience he had with the public prosecutor, Metro Holovachka, during the political campaign in 1958. A Holovachka investigator, Mike Kampo, sent a 5-foot 11-inch, 215-pound juvenile to buy six cans of beer in Goot's establishment. When Goot sold him the beer, he was promptly arrested for the sale of beer to a minor. He was subsequently convicted and cited by the ABC board. Goot understood that the reason Holovachka arranged this incident was that he felt Goot was not supporting the right candidates in the election for public prosecutor.

Three tavern owners and users of Goot's pinball machines testified to the high-handed and dictatorial approach of Walter Conroy. All agreed that Conroy had not received a payoff as a player on the machines and that he had failed to produce a writ or receipt when he removed the machines from their taverns. The first of these, Mrs. Pauline Kotlarz testified that she was visited twice by Conroy, and each time she was given instructions to remove Goot's pinball machine. When she failed to do this, Conroy removed the machine. Mrs. Kotlarz said that when Conroy removed the machines he was accompanied by Justice of the Peace Peter Chronowski. These machines were later replaced by machines from the Welbourn-Sohacki syndicate.

Conroy and Chronowski used a van owned by the Ferree Moving & Storage Co. of Hammond. Records of that company show that the truck was engaged by Peter Chronowski. The driver of the truck recalled that pinball machines were picked up at four locations, on July 30, 1955.

Another tavern owner, Nicholas Smaluk, testified that Conroy had warned him to get rid of Goot's machines. Following Conroy's visit a stranger approached Smaluk with the proposition of furnishing machines that would not cause him any trouble. Smaluk insisted on retaining Goot's equipment, and the next day he received another warning from Conroy. On July 30, 1955, Conroy confiscated Goot's machines. No writ was served, and no receipt was furnished.

Conroy and Chronowski also raided the pinballs at the tavern of Charles Graven. Graven had the same experience, except that when he resisted the removal of Goot's equipment, Conroy arrested him. Conroy took Graven away in his car, but about three blocks from the tavern Conroy released him, apparently to raid a tavern owned by Edward Matuska.

Matuska, the operator of a tavern at 119th Street and Calumet Avenue in Hammond, had pinball machines in his place of business. Initially these machines were owned by Matt Pohl, an independent operator in Hammond. After Conroy had warned Matuska about the machines, Pohl removed them, and the syndicate replaced Pohl's equipment with its own. Conroy raided this location without knowledge of the switch and picked up the syndicate machines. The syndicate equipment was promptly replaced.

All of these locations have had syndicate machines in operation since the confiscation of Goot's and the forced removal of Pohl's equipment. These tavern owners have had no further problems in the operation of pinballs.

When Steven D. Sohacki and George Welbourn, coowners of the pinball monopoly, appeared before the committee, they took refuge

behind the fifth amendment on all questions. Their operation included all of Lake County except for East Chicago.

> Mr. KENNEDY. Mr. Chairman, we have called these two individuals, Mr. Sohacki and Mr. Welbourn because of the operations that we have developed during the hearings of the last couple of days in connection with their operations of pinballs in the Gary and Lake County area.
>
> We have developed the first day that this operation that was introduced into Gary, Ind., in about 1953 and 1954, brought about the ultimate dissolution of the local union that was operating in the coin-machine field, local No. 1 of Mr. John Testo. We would like to ask Mr. Sohacki and Mr. Welbourn how it came about that they did not make any arrangement or have any contract with local No. 1 of Mr. John Testo's union.
>
> I would like to address that question to Mr. Sohacki. Could you tell us what it was or whether you had any conversations originally with Mr. John Testo in connection with signing up with his union?
>
> Mr. SOHACKI. I respectfully decline to answer on the ground my answer may tend to incriminate me (p. 18540).

It was established by committee Investigator LaVern J. Duffy that Sohacki, in connection with his slot-machine operations in 1949 and 1950 was making payments to a former county prosecutor, Ben Swartz, apparently to allow his machines to operate in the outside area of Gary. The Sohacki-Welbourn syndicate practically flooded the county with illegal pinball machines in 1953, shortly after Metro Holovachka took over as county prosecutor.

> Mr. KENNEDY. Mr. Sohacki, are you making payments to Mr. Metro Holovachka for the operation of your pinballs in the Lake County area?
>
> Mr. SOHACKI. I respectfully decline to answer on the ground my answer may tend to incriminate me.
>
> Mr. KENNEDY. Mr. Welbourn, are you making payments to Mr. Metro Holovachka for the operation of the pinballs in the Lake County area?
>
> Mr. WELBOURN. I respectfully decline to answer on the grounds that my answer may tend to incriminate me (p. 18542).

Metro Holovachka's salary as prosecutor for Lake County, Ind., was $12,000 per annum, and large sums of cash in circulation, $10 and $20 bills, were used in various financial transactions consummated by him. Among the transactions were the payments for the construction of a home along the shore of Lake Michigan by Holovachka in 1955.

> Mr. KENNEDY. On summary, that is about $41,000 in a period of about 12 months; is that right? And another $1,500 or so in December of 1956?
>
> Mr. SINCLAIR. In December 1956, $1,718 was paid in cash.
>
> Mr. KENNEDY. So it is about $41,000 in cash in small bills. $10's and $20's for the work done on his home over a period of approximately a year, and then added to that there is an-

other sum $1,700 which brings the total to about $43,000 cash.

Mr. SINCLAIR. That is right.

Mr. KENNEDY. That, of course, is not the complete story by any means, as far as the cash payments of Mr. Holovachka during the period of time that he was public prosecutor, but we will be going into that at a later time.

Mr. SINCLAIR. Yes, sir.

* * * * *

Mr. KENNEDY. We have requested, have we not, of Mr. Holovachka, an explanation as to where these sums of cash came from?

Mr. SINCLAIR. Mr. Holovachka has consistently refused to furnish us the source of this cash.

Mr. KENNEDY. Did any of that money come from you, Mr. Sohacki?

Mr. SOHACKI. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Mr. Welbourn, did any of that money come from you?

Mr. WELBOURN. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Would you relate to the committee how you were able to get a monopoly over the pinball machines in the Lake County area, Mr. Welbourn?

Mr. WELBOURN. I respectfully decline to answer on the ground that my answer may tend to incriminate me (pp. 18545, 18546).

The syndicate of Welbourn and Sohacki was using a two-way radio system to dispatch its repair and service men to pinball locations. John C. Doerfer, Chairman of the Federal Communications Commission, testified on the licensing of a radio station to the pinball syndicate of Sohacki and Welbourn.

Mr. KENNEDY. Mr. Doerfer, there has been a license granted, has there not, for the operation of a radio station in Gary, Ind., by Mr. Welbourn and Mr. Sohacki?

Mr. DOERFER. I have a certificate indicating that a license to operate in the citizens radio station band was issued to the Indiana Supply Co., at the behest of an application signed by Steven S. Sohacki, which license was issued November 16, 1955, and which license will expire November 16, 1960.

Mr. KENNEDY. What was the purpose of the license?

Mr. DOERFER. It does not indicate the purpose of the license.

* * * * *

Mr. DOERFER. In this category, as well as other categories, we keep a record of who operates. Anyone who is inclined to use it for an unlawful purpose does not get a license to operate.

Senator MUNDT. You do not have the power to reject?

Mr. DOERFER. Yes; we do. We have the power to revoke, but insofar as an illegal use is concerned, the only thing that we could do there is to detect it and then to turn it over to

the proper authorities, generally the Department of Justice, or it could be local State authorities.

* * * * *

Mr. KENNEDY. Would you also consider the fact that the license and the station were being used to promote activities which were in violation of State law, for instance, gambling activities? Would that also be a factor?

Mr. DOERFER. That would be a ground for revocation; yes.

Mr. KENNEDY. Have you made an investigation of this situation in Gary, Ind., in cooperation with the staff of this committee?

Mr. DOERFER. Yes; we have. At the instigation of this committee, or member of its staff, we were alerted in February, and since that time have cooperated with the staff, as I understand it.

Mr. KENNEDY. That is correct.

Did a representative of your office go in to try to interview those who were operating the station, to try to get some information in connection with it?

Mr. DOERFER. Yes; I have that information.

Mr. KENNEDY. Would you relate what happened when your representative went there?

Mr. DOERFER. The report indicates that a Mr. Ernest Galins, an assistant engineer in charge of the Chicago district office, attempted an inspection of Citizens radio station 18–A–1447, operated by the Indiana Supply Co., also known as the Star Supply Co., at 4095 Madison Avenue, Gary, Ind., on June 3, 1959.

The station is located in a private home and is associated with an answering service. Mr. Galins attempted to gain admission and succeeded only after some little difficulty. A woman who later identified herself as Stella Murphy let him in.

It was apparent that Stella Murphy was the operator. In answer to questions, she stated that she does not know who she is working for. She later gave the name of her supervisor as Mr. Randall, but no initials, no address or telephone number. She stated that she does not know the identity of whom she calls on the radio, and she does not know how many mobile units they have in the system.

May I interpolate they have licenses for 29 mobile units.

All those messages—excuse me. They have licenses for 30, but I understand they operate 29.

All those messages of a coded variety are transmitted. She does not have a copy of a code sheet from which an interpretation of the code words used could be ascertained. She said she threw away her copy. She gets her messages over the telephone and repeats them on the radio.

Again, she has indicated she has no knowledge of the identity of her contacts; no logs are kept. However, for this class of station none is required.

* * * * *

To resume, the transmitter is a Citizens radio RCA model, CSUB, having type B approval, No. CR–420; associated with the calling service is a garage on Highway 6 in the western part of Gary. It was locked. Five mobile units were parked out there. The license numbers have been obtained, but not traced as yet. The cars also appeared to operate in the 460-megacycle band.

Our inspector pounded on the door. A man stuck his head out of another opening. When he went to that opening and knocked, he got no answer. The above is a result of a conversation between Mr. Ernest Galins and Frank M. Kaartoki, an assistant chief of the field engineering and monitoring crew, at 10:40 a.m., June 3, 1959.

Senator MUNDT. At least, it would seem, Mr. Chairman, that these particular operators have equal contempt for the FCC and the Senate Investigating Committee (pp. 18549–18552).

* * * * *

Mr. KENNEDY. As I understand it, then steps are going to be taken in connection with the station in Gary, Ind., immediately.

Mr. DOERFER. Yes (p. 18554).

Walter J. Gogola, Jr., and Edward S. Ryder, employees of the syndicate, were associated with the operation of the radio station. They also supervised the maintenance, repair, and collections from the Welbourn-Sohacki pinball machines. Both took refuge behind the fifth amendment on all questions posed. Ryder was identified by Mrs. Hagler as the man who had identified himself to her as Randall. Similarly, Harold Anderson, operator of the Welbourn-Sohacki jukebox and arcade equipment racket, took the fifth amendment on all questions.

Cornelius Verplank, Jr., chairman of the Gary Crime Commission, testified that every effort had been made by the commission at the local and county level to eliminate syndicated gambling, prostitution, and related vices. He testified that when this failed appeals were made to Governors Schricker and Craig, but nothing was done.

The testimony of Michael Kampo, Jr., an investigator for the county prosecutor since 1953, demonstrates the degree of control the prosecutor has over his investigators. Mr. Kampo testified that he had never before heard of George Welbourn or Steven Sohacki. He stated further that he had never arrested a pinball operator. Kampo stated that he did not know John Formusa, who is reputed to be the czar of prostitution for Lake County. Kampo testified that his place of business in Hammond, a furniture store, had for many years been located next door to a notorious gambling establishment, but that he had never made an arrest there or discussed its operation with the county prosecutor, Metro Holovachka. Kampo claimed that he lacked authority to conduct investigations and make arrests on his own. He contended that he could not act without specific instructions from Mr. Holovachka.

Senator MUNDT. But you don't have the authority to go snooping around on your own and report back?

Mr. KAMPO. Absolutely right, by law; it is the Burns' Statutes (p. 18574).

The degree of control that Metro Holovachka exercised over his Chief Investigator Walter Conroy is demonstrated by Conroy's testimony.

Mr. KENNEDY. Now, Mr. Conroy, we have had some testimony here over the period of the last 3 or 4 days in connection with the operations of the bingo-type pinball machines, and the effect that it had on local No. 1, the local of Mr. John Testo, in Gary, Ind. Mr. Testo testified the first day and stated to the committee that ultimately, because the pressure that was brought on him, they drove him out of business.

We have had the testimony of various witnesses regarding the fact that you made certain raids on locations that were owned by independent operators, while you failed to do so in connection with the locations where the machines of Mr. Welbourn and Mr. Sohacki were located.

I would like to ask you what procedures you followed as far as making raids or picking up machines were concerned? Do you make that determination yourself, as to where you should go and raid?

Mr. CONROY. No, sir.

Mr. KENNEDY. Now, for instance, we have had the testimony in connection with Mrs. Hagler, and she testified that you came out there in connection with her machines. Why did you happen to go to Mrs. Hagler's place of business?

Mr. CONROY. I worked under the direction of the prosecuting attorney, Mr. Holovachka. He told me to go to this particular address, and that they had a complaint there was a gambling machine there, particularly a pinball that was paying off, and to notify them to get the machine out and if they didn't get them out in a certain length of time, and I think it was 48 hours, that they would be confiscated.

Mr. KENNEDY. Now, Mrs. Hagler testified that the machine ultimately was removed based on the pressure that was brought by you, but it was immediately replaced by a machine which was owned by Mr. Sohacki and Mr. Welbourn.

Why didn't you move in then and confiscate that machine, of the Sohacki-Welbourn group?

Mr. CONROY. I wouldn't know if there was no order from the office.

Mr. KENNEDY. You mean you would never move in and confiscate any machines unless you were told to do so by Mr. Holovachka?

Mr. CONROY. That is right (p. 18587).

Conroy acknowledged that many similar machines were operating in the county but that no independent action was taken by him to investigate them. He contended that he did not feel it was necessary to report their existence to Holovachka.

The CHAIRMAN. Unless you had a complaint, and the only complaint you recognized was one when the prosecutor told you to go out and do something about it?

Mr. CONROY. Yes.

The CHAIRMAN. That is the only source of complaint that you recognized?

Mr. CONROY. No, in the event I would see a violation, I would make an arrest, but I didn't get a chance to see any (p. 18588).

A committee investigator had testified that according to the syndicate books no syndicate pinball machines were confiscated until after the investigation began in December 1958. Conroy admitted picking up machines at the direction of Metro Holovachka without witnessing a payoff or without a writ.

Mr. KENNEDY. Did you ever see a payoff being made in Mr. Smaluk's place?

Mr. CONROY. I don't know where is Mr. Smaluk's place.

Mr. KENNEDY. In Roby's Tavern?

Mr. CONROY. It was hooked up in Roby's Tavern.

Mr. KENNEDY. Did you see a payoff?

Mr. CONROY. No, sir.

Mr. KENNEDY. Why did you pick up that machine?

Mr. CONROY. I was ordered to do so by the office.

Mr. KENNEDY. Did you have some kind of a writ?

Mr. CONROY. No, sir (p. 18593).

Conroy admitted to loose control over the confiscated machines and testified that he had 11 or 12 in his home.

Mr. CONROY. * * * I could have taken them from there and brought them over to my home.

Mr. KENNEDY. Did you?

Mr. CONROY. I don't recall on that whether I did or didn't.

Mr. KENNEDY. Have you any machines in your home?

Mr. CONROY. Yes, sir.

Mr. KENNEDY. How many machines?

Mr. CONROY. I think 11 or 12 (p. 18594).

Conroy denied the testimony of two tavern owners that he had told them they had the "wrong" kind of machines. No charges were placed against the owners of the taverns or the machines.

Mr. KENNEDY. You didn't witness payoffs at all these places, as I understand, Mr. Conroy?

Mr. CONROY. No, not in all places.

Mr. KENNEDY. You were just told by Mr. Holovachka that he had had a complaint?

Mr. CONROY. That is right.

Mr. KENNEDY. Was it ever adjudicated as to whether there were actually payoffs made?

Mr. CONROY. In some cases; yes.

Mr. KENNEDY. Did you——

Mr. CONROY. Adjudicated? Do you mean taken to court?

Mr. KENNEDY. Yes.

Mr. CONROY. No, sir.

Mr. KENNEDY. There never was?

Mr. CONROY. No, sir.

Mr. KENNEDY. The people lost their machines just on your say-so that there was gambling. Don't they have a right to go to a court?

Mr. CONROY. They go to the prosecuting attorney (pp. 18595–18596).

Conroy met with little resistance in the confiscation of machines. Albert Steele, a Valparaiso pinball operator, had testified that Conroy arrested him and took him to Crown Point but did not book him. Conroy had also arrested a tavern owner, Charles Graven, and had taken him out of his tavern, but after going about three city blocks he let Graven out of his car, and no charges were placed. Conroy described his effectiveness in "law enforcement" in the following terms:

Senator MUNDT. Did anybody ever refuse to let you take the machine out, and you have to have a process of law to get them, and did anybody stop you from taking a machine?

Mr. CONROY. No; I am a pretty bad guy to try to stop and I have had a lot of arguments, and I have been a policeman for 15 years, and I have a good reputation as a policeman.

Senator MUNDT. You are like the Royal Canadian Mounties, you always get your machine; is that right?

Mr. CONROY. Or anything else I went after (p. 18597).

Conroy related how he had confiscated at least 3 dozen machines and had destroyed all but 11 or 12:

Mr. KENNEDY. There is nothing in the statute that gives you the right to destroy the machines.

Mr. CONROY. I don't know anything about that; I don't know law.

Mr. KENNEDY. I will show you.

Mr. CONROY. It won't do any good, because I still won't understand it.

Mr. KENNEDY. It is section 1023–28, and it talks about when you can confiscate a machine, and it says:

"Whoever shall violate any of the provisions of this act shall be deemed guilty of a misdemeanor and upon conviction therefore shall be fined in any sum not less than $25, nor more than $500, to which may be added imprisonment for a period not exceeding 6 months. Upon the conviction of any offender for a violation of this act, the court shall order the sheriff to seize any slot machine or gambling device prohibited by the act."

This is after conviction; and were these people convicted?

Mr. CONROY. Not any that I picked up.

Mr. KENNEDY. You were very apt to be sued for 30 machines, for $750 apiece, and that is about $25,000 (p. 18598).

Conroy testified that he had interviewed John Formusa on two occasions, once on the street and again near his home. He maintained that he could not tie Formusa to the ownership of the M. & J. Motel, a notorious house of prostitution located just outside the city limits of Gary in Lake County. When Conroy was queried as to the phone calls Formusa had made to him on his private number, he explained

that Formusa might have been calling to deny ownership of the M. & J. Motel.

When Metro Holovachka, public prosecutor of Lake County, assumed the witness stand, Committee Counsel Kennedy summarized the testimony of earlier witnesses:

> Mr. KENNEDY. Mr. Holovachka, we have had some testimony here in connection with, first, the operations of local No. 1, Mr. John Testo, and the difficulties that he encountered in 1953, 1954, and 1955, and later, which ultimately led to the extinction of the union, local No. 1, I believe in 1957.
>
> * * * * *
>
> The testimony that we have had is that there was a concerted effort made to drive some of the independent pinball operators out of business; that his was made on behalf of an operation which was run by Mr. Sohacki and Mr. Welbourn; and that they, in turn, made some gigantic profits during that period of time, due to the fact that they were able to get a monopoly.
>
> * * * * *
>
> And we have had testimony that they have been able to get a monopoly control of the pinball operation in Lake County, except for a couple of communities, and that they have been helped or assisted in this by representatives of your office, namely Mr. Conroy. We have also had testimony before the committee that you spent, in connection with the erection of your home in 1954–55, some $43,000 in cash.
>
> I would like to ask you in connection with our investigation where this cash came from, what the source of the cash was which was in the form of $10 and $20 bills.
>
> Would you give that information to the committee, please (pp. 18604–18605)?

Mr. Holovachka refused to answer as to the source of the cash, and in his refusal he questioned the pertinency of the information sought by the committee. Holovachka testified that he had not been properly informed on the subject of the inquiry and requested advice as to the subject so that he might judge the pertinency of the questions posed. However, Holovachka acknowledged receiving a telegram from the chairman of the committee, dated June 1, 1959, which set forth the basis for the committee's interest. The pertinent part of it reads as follows:

> JUNE 1, 1959.
>
> Mr. METRO HOLOVACHKA,
> *711 Gary National Bank Building,*
> *Gary, Ind.:*
>
> * * * * *
>
> From information the committee has it is indicated that certain law enforcement officers, including representatives of your office, cooperated with and supported the effort to create a monopoly in the coin machine business in the Lake County area and, simultaneously, efforts were made to destroy or bring about the dissolution of local No. 1. We are interested in developing that situation.

For some months now the staff has been attempting to obtain from you an explanation as to the large amounts of cash during that period of time which have either been deposited in your bank account or used by you. This explanation you have refused to give.

If there was conspiracy between you personally or your office and a gangster or racketeering element to put local No. 1 out of business or to establish a monopoly in the coin machine business, the committee has a right to know. Its jurisdiction in this field is clear and emphatic. Surely as a public official whose duty is to enforce as well as to observe the law, you should be willing to cooperate with a congressional committee charged with the responsibility of inquiring into improper practices in labor management relations.

Information of a derogatory nature regarding your activities will be developed beginning Tuesday afternoon, June 2. You are invited to attend and testify immediately if you see fit to do so. However, in connection with the subpenas served upon you, you are ordered to produce the documents requested and to testify at the hearings on Friday, June 5, 1959.

JOHN L. MCCLELLAN,
Chairman, Senate Select Committee on Improper Activities in the Labor or Management Field
(p. 18609).

Although given an opportunity to explain the source of many individual transactions, Mr. Holovachka refused. The transactions involved large amounts of cash, mostly in $10 and $20 bills.

The chairman thus outlined the pertinency of the questions:

The CHAIRMAN. * * * Those who read the record, certainly who may have any legal responsibility in connection with it, will take judicial notice of what the resolution establishing the committee provides. The duty imposed upon the committee includes the investigation of the improper practices in labor or management relations. In this case, as the counsel has summarized, and the Chair was not here at all of the hearings but I was here at part of them, and particularly with respect to the testimony that there was established a union, a labor organization, the membership of which was composed of people who either owned or who worked on or worked for those who operated and kept in their place of business these pinball machines.

That union was established. According to testimony that came before this committee, there then moved into that area, into the Gary, Ind., community, some outsiders, I believe from Chicago—am I right, Mr. Counsel?

Mr. KENNEDY. At least one of them was from Chicago, and then, Mr. Chairman, not only in the pinball operations, but the other operations in Gary, bringing in outsiders from both Chicago and Los Angeles or Los Angeles.

The CHAIRMAN. At any rate they moved in from outside and undertook to compete with the so-called independent machines which, in that instance, were machines that were

under the union, or where the union had membership operating them and working on them, and they were successful in that they succeeded in putting the union out of business.

The testimony further shows that your chief investigator, the witness who just preceded you on the witness stand, went to a number of these places where they had machines and ordered them taken out and, in fact, did remove some of them, as he testified here today because they were the wrong machines in that they did not belong to the so-called syndicate that was taking over. Through your office, with the help of your office, they were able, it appears, to establish a monopoly in this operation, in this business there, to the extent that their income during the past 5 or 6 years——

Mr. KENNEDY. Five years; a 5-year period.

The CHAIRMAN. During the past 5-year period has exceeded some $12 million. That has been, according to the testimony, certainly one of the strong implications of its having been done by reason of the assistance provided by your offce in an official way.

Otherwise they possibly could not have succeeded in doing it. The independents were prohibited from running, whereas they seemed to have your blessings. That is the statement of fact that this record substantiates and it is on that basis, for that purpose, that you are here being interrogated and given an opportunity, if it is untrue, to simply refute it.

I hope you will cooperate. I think I agree with what you said. You owe it to the community out there, with all of these implications, if you want to just call them that, you owe it to your community and to your people to come here under oath and make a full and complete statement about it.

I hope you will do it. Your motion is overruled. Proceed (pp. 18607, 18608).

* * * * *

The CHAIRMAN. Beginning in January 1953, through December 1958, according to the investigations of this staff you handled $263,000 in cash, not including checks, and so forth, that went through your bank account. For that reason, in view of the other statement I made, the committee is interested in knowing whether there is any improper practice or any crime committed in connection with the securing of a monopoly in this pinball machine industry and in driving out of business or causing the liquidation of a labor union organization (pp. 18609, 18610).

Holovachka continued to refuse to disclose the source of large amounts of cash in small bills that flowed through his bank accounts. His refusal went to such items as a bank deposit of $250 in cash in January 1953 and to $9,940 in tens and twenties paid on January 8, 1957, for Barrett bonds. Similarly he refused to disclose the source of over $43,000 paid in $10 and $20 bills to various contractors for the construction of his home in 1954 and 1955.

In 1952, when Holovachka was comptroller of the city of Gary, over $57,000 in cash went through his personal bank accounts. While serv-

ing as public prosecutor for Lake County from 1953 through 1958, $263,000 in cash, most of it in small bills, went into his bank accounts, brokerage accounts, and real estate transactions.

Staff members testified that while Holovachka was a practicing attorney, his income for the years 1945 through 1947 was less than $5,000 a year. In 1948 he reported income of $2,700; in 1949, $2,400; and in 1950, $3,300. In 1951, Holovachka served as special deputy prosecutor of Lake County. During this term $7,237 in cash went through his accounts. His salary as county prosecutor was $10,500 for 1951 and $12,000 for each year thereafter through 1958. His total reported income for each of those years was 3 to 4½ times his salary, as follows:

1953	$32,402.39	1956	$38,798.50
1954	33,786.70	1957	50,817.36
1955	38,967.67	1958	53,852.60

A nine-page summary of Holovachka's cash transactions for the period 1951–58 showed cash of $327,000. Included with this was a report that for the period 1953–58 over $106,000 in $10 and $20 bills went through his financial accounts. Holovachka refused to explain the source of 16 additional items specified by the chief counsel.

Holovachka rationalized the prevalence of the pinball machines by saying that the law was unclear. He testified that if given the proper legislation he would have cleaned them out in 24 hours. When questioned by the chairman about the act of 1957, he admitted that it established pinballs as per se illegal. He ackknowledged that there was no court order restraining him from confiscating pinball machines in Lake County, but claimed he based his policy on a pending case in another county.

Holovachka contended that he kept no records of pinball machines he confiscated. He said he would not know if any of the equipment confiscated belonged to Welbourn-Sohacki syndicate. From time to time Holovachka would instruct his investigator, Walter Conroy, to destroy confiscated equipment, which he did. The chairman inquired of Holovachka:

> Let me ask you, as a lawyer and as a public official, do you think you have a right to order your investigators or your deputies to go out and take personal property belonging to another and make no official record of it, or keep no official record of it?
>
> Mr. HOLOVACHKA. When there was evidence of gambling; yes, sir.
>
> * * * * *
>
> The CHAIRMAN. It doesn't matter who owned them. Whoever owned them under the law, had a legal right, I suppose, to own them, unless it is a violation of the law to own them. Whether it was a violation of the law or not could be a subject matter at issue in a court case. Therefore, there should be a record of the machines you took up, and a record of the machines that you ordered destroyed, if you had the authority to order them destroyed.
>
> Do you, as a prosecuting attorney, have the authority to issue an order to destroy personal property?

Mr. HOLOVACHKA. Yes, sir; I do, so long as it isn't where we have had a conviction. If there has been a conviction in a court of law, then it must be under the direction of the court. But in these other instances——

The CHAIRMAN. I will challenge that statement. I don't believe there is. I do not believe there is a case anywhere in law in any State that authorizes you to go out and pick up property and you make the decision about destroying it.

* * * * *

Mr. KENNEDY. Following up Senator McClellan's questions to you, can you give us the statute that allows or permits you to destroy the equipment?

Mr. HOLOVACHKA. I don't know of any statute, but no one has challenged my authority to do so up to the present time, Mr. Kennedy (pp. 18629, 18630).

Mr. Holovachka was supplied with a copy of Burns Indiana Statutes annotated and selected a section to support his contention that his confiscation of privately owned equipment was authorized:

Mr. HOLOVACHKA. I refer you specifically to section 10–2330 and specifically to section 4, paragraph (4).

Mr. KENNEDY. That is what gives you the authority?

Mr. HOLOVACHKA. I would say so. And the other general gambling statutes.

Mr. KENNEDY. This is the one you selected. Section 4 says—10–2328—is that what you said? It says: "Upon the conviction of any offender for a violation of this act, the court shall order the sheriff to seize any slot machines."

Mr. HOLOVACHKA. Upon the conviction. In this case, the people were not convicted.

Mr. KENNEDY. So how did you have the right to seize it?

Mr. HOLOVACHKA. We saw the law violation.

Mr. KENNEDY. Is that a conviction in Lake County? (p. 18631.)

Holovachka denied having direct knowledge that Welbourn and Sohacki were operating pinball machines. He admitted, however, that he had read that they were operators. In response to a query by the chairman, he had this to say:

Mr. HOLOVACHKA. Senator, let me say in this to you: By way of hearsay and by way of reading in the press, I am informed that they did own some machines in Lake County. How many, I don't know.

The CHAIRMAN. All right. Did you have them before the grand jury since this ruling in 1957 to ascertain whether they were operating gaming machines or not?

Mr. HOLOVACHKA. We didn't do it because of this ruling in Allen County at that time, sir, and because the case is pending in the supreme court.

The CHAIRMAN. In other words, you are going to put off enforcing that statute just as long as you can.

* * * * *

Mr. HOLOVACHKA. The legislature, on purpose, in 1953, put this hitch into this act so that that law could not be enforced.

The CHAIRMAN. They obviously unhitched it in 1957.

Mr. HOLOVACHKA. That is correct, sir.

The CHAIRMAN. Why isn't it being enforced now?

Mr. HOLOVACHKA. Because the supreme court hadn't ruled on the case yet. Only recently have we had a decision upon which a prosecuting attorney could hang his hat, and that was Judge Niblick's ruling.

The CHAIRMAN. The supreme court could never rule on a case until there is a lower decision; isn't that corrrect?

Mr. HOLOVACHKA. Well, there has been a lower decision. There has been a permanent injunction that has been appealed 2 years ago.

The CHAIRMAN. That is in another jurisdiction.

Mr. HOLOVACHKA. Yes, sir.

The CHAIRMAN. That is not in yours?

Mr. HOLOVACHKA. That is correct, sir.

The CHAIRMAN. There is no such decision in a lower court because of anything you did, is there? That is, to try to enforce the statute? (p. 18623).

Despite the refusal of Holovachka to cooperate with the committee during its investigation and his peculiar attitude and testimony before the committee, he was given a final opportunity by the chairman to square his position with the people of Lake County.

The CHAIRMAN. Do you think now, as a public official, that you owe it to the people of your community, in view of this public development, to let them know the truth about it?

Mr. HOLOVACHKA. About my private affairs?

The CHAIRMAN. Yes, sir.

Mr. HOLOVACHKA. No, sir.

The CHAIRMAN. No; I mean about this money that you have been getting while the law has not been enforced?

Mr. HOLOVACHKA. That is a private affair, and I stand upon my legal objection.

The CHAIRMAN. It is not altogether a private affair in my judgment, and you agreed with me in the beginning, you gratuitously said, that you felt you owed a duty to them to explain it (p. 18624).

* * * * *

Mr. HOLOVACHKA. The Constitution and the Supreme Court has set down—we are not governed by men. We are governed by laws. I am simply trying to follow the laws of our great country.

The CHAIRMAN. That is the trouble out there, apparently. The people of Gary are not governed by law. They have no one to enforce the law. You had the responsibility for doing it. Now you come up here with a lot of excess money, and you say it is none of their business where you got it. Is that what you mean to say to the people back home?

Mr. HOLOVACHKA. That is the way you put it, Senator (p. 18625).

Superintendent Harold S. Zies and Maj. Paul Blankenford, executive officer of the Indiana State Police, were requested to testify on the corruption and vice in Lake County, and to explain the degree of cooperation they have received from the local authorities there. Their testimony related to the period during which Metro Holovachka was county prosecutor.

Mr. BLANKENFORD. The problem up in Lake County is one of prosecution, as I would word it and summarize it. You have to have the cooperation of the prosecutor's office in order to prosecute people. This administration, as other administrations, we have had definite and specific orders to keep raiding in there, and all the enforcement measures that we could use.

Mr. KENNEDY. Has that been the worst county in Indiana?

Mr. BLANKENFORD. Yes, sir.

Mr. KENNEDY. There is no other county comparable to it as far as breakdown of law enforcement?

Mr. ZEIS. No, sir.

* * * * *

The CHAIRMAN. There was no real effort made by Holovachka, that prosecutor and his office, to stamp this evil out, to stop it?

Mr. BLANKENFORD. No, sir.

* * * * *

Mr. KENNEDY. Is it correct that Mr. Holovachka requires that all prosecutions should be handled through his office?

* * * * *

Mr. ZEIS. We had been going through a justice of the peace to get our search warrants, after we gathered the evidence. He came out pretty much in defiance of our legality of operating that way. He demanded that we go through his office to file all affidavits.

Mr. KENNEDY. That makes your operation, of course, almost completely impossible.

Mr. BLANKENFORD. That is right.

* * * * *

Mr. KENNEDY. So since it is known that this situation, a notorious situation, exists in Lake County, Ind., although it has been known for a number of years, this has presented the major problem as far as action being taken at the State level, not only by the present Governor but past Governors?

Mr. BLANKENFORD. That is true.

* * * * *

Mr. KENNEDY. Did you receive a report in 1957 that some of these operations were being conducted by the syndicate out of Chicago? Did you receive a report in the State police, or any report in connection with that?

Mr. BLANKENFORD. Yes; in 1957 we did have a report that had a tone on it that the syndicate was involved.

Mr. KENNEDY. In back of some of these operations?

Mr. BLANKENFORD. Yes; that is right (pp. 18759–18762).

EAST CHICAGO PINBALL INVESTIGATION

Pinball operations in East Chicago, Ind., were apart from the Welbourn-Sohacki syndicate operating elsewhere in the county. The syndicate in East Chicago does business as the Lakeside Specialty Co., and is controlled by Rowland Schaefer and Kenneth McDonald.

In East Chicago free play-type pinball machines are prohibited by city ordinance. None of the syndicate machines were disturbed by the city police. The East Chicago syndicate in 1958 purchased 312 Federal gambling stamps for machines on location there. Despite a State statute and a city ordinance outlawing gambling-type pinball machines, staff investigators found that 75 city licenses had been issued on syndicate-owned machines. It seems reasonable to point out that if these machines were illegal, then no licenses should have been issued, and if they were legal, then at least 312 licenses should have been issued.

The gross take by this syndicate operation for the period from November 1, 1952, through December 31, 1957, was $2,426,000. This was realized from an initial combined investment of $10,360.

Rowland Schaefer refused to explain his meteoric financial success on an investment of $3,100. From this investment Mr. Schaefer earned over $221,000 for the 6-year period from 1952 through 1957. When Schaefer refused to explain the means used to monopolize pinball operations in East Chicago, staff members testified that the syndicate records showed that $23,433 had been expended for gifts from 1954 through 1959. Most of these gifts were given to county or city officials or to their families.

Rowland Schaefer, a partner in the East Chicago pinball operation, the Lakeside Specialty Co., was also an official in the National Union of Automatic Equipment and Coin Machine Operators, Servicemen and Repairmen, of 550 Broadway, Gary, Ind. Schaefer took the fifth amendment on all questions relating to his association with the union. He refused to confirm his signature on the local No. 2 charter application. This charter was to include Cook County, Ill., and vicinity.

John Powers, a former partner in Lakeside Specialty Co. with Schaefer, Frank Rizzo, and Kenneth McDonald, initially cooperated with the committee. About a week prior to his appearance, however, he informed a staff investigator that because of the possible danger to his small child he did not wish to appear before the committee. Investigator Duffy testified as to a recorded interview with Mr. Powers:

> Mr. DUFFY. In our interview, he stated he had met Mr. Frank Rizzo, also a partner of Lakeside, in 1952, in the latter part. He said he had discussions with Mr. Rizzo and that Mr. Schaefer had made some arrangements in East Chicago to set up and operate pinballs in the area, and that some arrangements had been made by Mr. Schaefer for this to take place.

He came into the company at that time and invested 20 percent in the company, a total of $2,072. He had control over 35 pinball machines in the East Chicago area; that he made weekly collections from these locations.

* * * * *

He also said that Mr. Schaefer told him not to keep individual location records, that he never kept any records. He also said that the payouts were made by the location owners, which would be in violation of the law, and that the cost of the payoff was sustained half by the company and half by the location owner.

The profits were split 50–50 (p. 18655).

* * * * *

The CHAIRMAN. Did you know they were paying off officers of the law in order to get the privilege of operating these machines?

Mr. POWERS. I respectfully decline to answer on the grounds that the answer I give might tend to incriminate me (p. 18656).

Frank Rizzo, former partner and now an employee of the pinball syndicate in East Chicago, exercised his privilege under the fifth amendment, in refusing to explain his reason for a transfer from local No. 1 in Gary to local No. 2 in Chicago. He refused to acknowledge also his financial interest in Lakeside Specialty Co.

Mr. KENNEDY. Mr. Rizzo, as a union member you were also an officer in the company and invested, according to our records, $2,072, and from the year 1952 to 1957, from the operation of these gambling machines, you made, according to the records, $58,467.21. Is that correct?

Mr. RIZZO. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Before we proceed further, let me ask you a question I should have asked the other witnesses, too, maybe.

What is the purpose of this union, and then this business connection? Is it the purpose of operating the union along with operating this Lakeside Specialty Co., just as kind of a sham, kind of a protection against legitimate unionism? In other words, you set yourself up in a union so that no other union can come along and organize any of your employees; is that it?

Mr. RIZZO. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

* * * * *

The CHAIRMAN. On the face of it, it looks like a racket just a skinflint game of some cheap gamblers who are exploiting in this field, possibly by bribing officers, and so forth, in order to permit them to operate in violation of law.

Have you any comment to make about that? If I am in error, will you correct me?

Mr. RIZZO. I decline to answer—I respectfully decline to answer on the ground that my answer may tend to incriminate me (pp. 18658, 18659).

Justice of the Peace Jack Slaboski, also a councilman in East Chicago, was receiving income from the Lakeside Specialty Co.'s pinball operations there. Ted Peters served as a conduit of the money to Judge Slaboski. Investigator Richard G. Sinclair testified:

Mr. SINCLAIR. Mr. Peters has control over pinball machines in the clubs in the city of East Chicago and Indiana Harbor. He maintains this control through his association with Slaboski, who is town councilman, and justice of the peace at the present time, and Art Golden.

The income received by Mr. Slaboski for the year 1958 from this operation of Mr. Peters was $3,000. Mr. Golden received $3,200 in 1956 and $3,400 in 1955 from this operation.

Mr. KENNEDY. What position did Mr. Slaboski hold at the time?

Mr. SINCLAIR. Mr. Slaboski, prior to January 1, 1959, was town councilman for East Chicago.

Mr. KENNEDY. What position does he hold at the present time?

Mr. SINCLAIR. At the present time he is justice of the peace.

Mr. KENNEDY. We expected him as a witness today?

Mr. SINCLAIR. We expected him as a witness, but in the last week we have been unable to reach him. He is a silent partner in this operation.

Mr. KENNEDY. He is a silent partner in this operation?

Mr. SINCLAIR. That is correct (p. 18660).

Peters exercised his constitutional privilege when requested to elaborate on the arrangement.

Partners Schaefer and McDonald, of Lakeside Specialty Co., failed to report income for year 1957. The total amount not reported was over $40,000, as testified by Committee Investigator Jame F. Mundie:

Mr. KENNEDY. Do we find that the Lakeside Co. actually reported all of their income, and the partners of the company?

Mr. MUNDIE. We find that the reconciliation of the partnership returns—we find that during the year 1957 Mr. Rowland Schaefer failed to report salary in the year 1957 in the amount of $14,500, and his partnership income in the amount of $8,769.66, making a total of $23,269.66.

Mr. KENNEDY. Is he the only one?

* * * * *

Mr. MUNDIE. In the reconciliation of Mr. McDonald's partnership of Lakeside Sales, he failed to report $17,701.77.

The CHAIRMAN. For what period?

Mr. MUNDIE. For the year 1957.

The CHAIRMAN. These matters will be brought to the attention of the Internal Revenue Service, if it has not already come to their attention.

Mr. MUNDIE. It has not come to their attention as yet.

The CHAIRMAN. Well, it has now.

* * * * *

Mr. KENNEDY. I might say, Mr. Chairman, that the amount of money they can recover from this will pay for the investigation.

The CHAIRMAN. You mean the amount of money if the tax is recovered.

Mr. MUNDIE. Yes; they are in about the 65-percent bracket.

The CHAIRMAN. That would be adequate to pay for the cost of this particular investigation?

* * * * *

The CHAIRMAN. Over $40,000 in income?

Mr. MUNDIE. Over $40,000 in income. Of course, with the taxes it would be tax, interest, and penalties (pp. 18661, 18662).

Metro Holovachka stated that he had no recollection of receiving gifts from the East Chicago pinball syndicate. He denied that he knew any of its operators. Likewise, he denied that he knew the origin of certain gifts he had received, including a barometer and a spice-chest radio he admitted he had in his home.

Mr. KENNEDY. Would you take $300 worth of gifts from one company or group without knowing who the people were, or inquiring into it?

Mr. HOLOVACHKA. As I say, Mr. Kennedy, I don't know that there were $300 worth of gifts there. It would certainly seem ridiculous that I would get that much in gifts without having known it.

* * * * *

Mr. KENNEDY. * * * In 1956 the gifts amounted to some $300 for you, Mr. Holovachka.

Mr. HOLOVACHKA. As I say, I have no recollection. It is possible that I may have received them (p. 18664).

ACCARDO-GIANCANA-PINELLI-GLIMCO CRIME SYNDICATE OPERATIONS, LAKE COUNTY-PORTER COUNTY, IND.

Following the testimony pertaining to the illegal pinball operation in Lake County and the effect it had on the elimination of union activity, the committee went into an equally serious area involving the effect of organized prostitution and gambling on the efforts of independent repairmen to organize a union. The background for this phase of the investigation was supplied by staff investigator LaVern J. Duffy.

Mr. DUFFY. Yes, in 1951, Jack Doyle headed up the criminal syndicate in Lake County, Ind. He was exposed by the Kefauver committee in 1951. He was indicted in 1952. Then in January 1953, after he [Doyle] had been completely exposed and ineffective in the area, he [Anthony Pinelli] met with Sam "Mooney" Giancana, a notorious hoodlum from Chicago, and Tony Accardo, the No. 1 hoodlum in Chicago. They met in Los Angeles. * * *

Shortly thereafter Mr. Doyle was convicted for income tax evasion, and then Mr. Pinelli migrated from California to Gary, Ind., and took over certain operations. We know he came to Gary in October 1954 and set up a jukebox company called the Century Distributing Co. He also set up a pizza business. We do know that these were just fronts for his illegal operations.

In 1957 it was established, for example, that he was in the bookie and handbook operations in Lake County, Ind., with John Formusa, a notorious vice lord of Gary, Ind., Mr. James Rutledge, and Mr. Pinelli.

Mr. Rutledge died on March 5, 1957, and a man by the name of Frank Zizzo migrated from Chicago and came over to Lake County and took over the active operations of these gambling operations.

We know that as a fact because Mr. Rutledge had a Federal gambling stamp issued to him for one of his places, which was called the Uptown Lunch Club, in Whiting, Ind. He died the following year, and the Federal gambling stamp was issued to Mr. Zizzo (pp. 18671–18672).

Anthony Pinelli, co-owner of Century Distributing Co. and a Lake County hoodlum, had as his close associates there many members of the Chicago crime syndicate, including Thomas Morgano, former employee of Barbers Association in Chicago; Anthony Gruttadauro, his nephew; James Rutledge; Frank Zizzo; Tony Penzato; and John Formusa, the reputed czar of prostitution in Lake County. Associated with Pinelli in Century Distributing Co. was Rocco Schiralli, deputy controller for the city of Gary.

Two members of the vice squad in the Gary Police Department were also personally acquainted with Pinelli and made visits to his home in California. Both Donald Smith and Frank Unetich, members of the vice squad of the Gary Police Department, acknowledged their association with Anthony Pinelli. Don Smith joined the vice squad in 1953 and has known Mr. Pinelli since he came to Gary in 1954. He testified he knew him only as a retaurant owner and knew nothing of his illegal activities.

Mr. SMITH. I thought him to be a respected restaurant owner.

Mr. KENNEDY. You weren't aware of the fact that he operated a number of gambling joints in Gary, Ind., in Lake County?

Mr. SMITH. No, I wasn't.

Mr. KENNEDY. You never were aware of that?

Mr. SMITH. I am aware of it from what I am hearing from the committee and read in the papers; yes, now (p. 18709).

Smith also related his association with Jack Doyle, a notorious gambling figure and predecessor of Pinelli, as top syndicate representative in Lake County.

Mr. KENNEDY. With whom did you go to Las Vegas?

Mr. SMITH. A Mr. Kushner, of the Kool-Vent Awning in Gary, and Mr. Morris, an attorney, and Mr. Jack Doyle.

Mr. KENNEDY. How long had you known Mr. Jack Doyle?
Mr. SMITH. I probably knew Jack Doyle 17 years, 16 years.
Mr. KENNEDY. Who was he?
Mr. SMITH. Who was Jack Doyle; did you say?
Mr. KENNEDY. Yes.
Mr. SMITH. Well, Jack Doyle, as you say, was before the Kefauver committee for running some gambling in Lake County. He was a restaurant owner.
Mr. KENNEDY. How did you happen to go to Las Vegas with Jack Doyle?
Mr. SMITH. A guest of Mr. Kushner.
Mr. KENNEDY. Mr. Kushner of the Kool-Vent Co.?
Mr. SMITH. That is right (p. 18711).

* * * * *

Mr. KENNEDY. Were you aware of the fact that Mr. Jack Doyle had just been convicted of income tax evasion at that time?
Mr. SMITH. I know Mr. Doyle was convicted of income tax evasion, but I don't know at that time whether I knew it or not. As soon as he was convicted I knew it.
Mr. KENNEDY. He had been convicted shortly prior to that time. Actually, in 1954 he had been convicted of income tax evasion. He appeared before the Kefauver committee and had been identified as the operator of gambling in the Gary area (p. 18712).

Detective Frank Unetich of Gary, the vice squad, acknowledged his association with Pinelli and admitted that he had visited Pinelli at his motel at Los Angeles. Just before he left, he obtained two Rose Bowl football tickets from Robert Lucas, attorney for Pinelli and John Formusa in Gary.

Mr. KENNEDY. Who paid for your motel room out there?
Mr. UNETICH. The morning we left, as I recall it, I got the car and put the bags in, and my friend came from the office. As we drove out, he told me that the boy told him that the motel bill was on his dad (p. 18715).

Officer Unetich also professed ignorance to Pinelli's gambling operations.

Mr. KENNEDY. When did you find out he was active there?
Mr. UNETICH. In gambling?
Mr. KENNEDY. Yes.
Mr. UNETICH. When I read about it in the papers (pp. 18715–18716).

* * * * *

Mr. KENNEDY. Do you know John Formusa?
Mr. UNETICH. Yes, sir.
Mr. KENNEDY. Do you know he ran a house of prostitution?
Mr. UNETICH. Where?
Mr. KENNEDY. In Lake County?
Mr. UNETICH. I read that in the paper (p. 18716).

Unetich testified that he had visited John Formusa on two occasions—once in the company of a contractor friend, George Stevens; and another time with a group of Siamese who were visting Gary and studying police operations there under the foreign aid trainee program. Officer Unetich was vague on his recollection of the confiscation of pinball machines. Smith recalled that the last machines he confiscated were in 1953.

Pinelli took further refuge behind the fifth amendment. When asked about his local associates John Formusa, Tom Morgano, and Tony Gruttadauro, and about the Uptown Lunch Club in Whiting, a gambling establishment, he continued to refuse to answer. His known associates outside the Chicago area include Frank DeSimone, John LaRocca, and Gabriel Mannarino of Pittsburgh, and Max Berman. Pinelli remained silent on his realty holdings in the Sierra Madre and Los Angeles areas.

Pinelli's records show that far more cash went through his accounts than he reported as income. Staff Investigator Pierre E. G. Salinger testified:

> Mr. SALINGER. 1948 through 1957, he reported a total of $22,745 and odd cents on his income tax returns, and in the same period more than $570,000 went through his bank account, of which some $200,000 was in cash.
>
> Mr. Pinelli is always in possession of considerable amounts of cash. As late as May 20, 1958, he purchased $25,000 worth of U.S. bonds and paid for them in cash at the First Western Bank & Trust Co., in Sierra Madre, Calif.
>
> Mr. KENNEDY. Would you tell us where you get the cash from?
>
> Mr. PINELLI. I respectfully decline to answer on the grounds previously stated in declining to answer previous questions (p. 18726).

Pinelli invested much of his money in California. At the time of the committee hearing in June 1959, his total realty holdings in California alone were worth $443,600. Not all investments were in Pinelli's own name. The Movietown Motel in Hollywood, built at a cost of $200,000, was recorded in the names of his two sons. Pinelli made trips to Las Vegas to buy "house checks" with cash in an apparent effort to disguise illicit income from his syndicate operations in Lake County.

Sam "Mooney" Giancana, a top Chicago syndicate member, appeared before the committee. He refused to explain the purpose of a trip he made to Los Angeles in 1953, on which he was accompanied by Anthony Accardo, another top figure in the Chicago underworld; and Dr. Eugene Chesrow, a Chicago physician. This group was met at the Los Angeles airport by Tony Pinelli. Investigator Salinger testified to Giancana's criminal record:

> In 1929 he was convicted of burglary-larceny, and sentenced to 1 to 5 years in the Joliet Penitentiary. He served 3 years and 9 months of that sentence.
>
> In 1939 he was convicted of conspiracy to violate the internal revenue laws as they relate to liquor, and was sentenced to 4 years and fined $2,700. He served, of that 4-year sentence,

3 years and 2 months in Leavenworth and Terre Haute Federal Penitentiaries.

In addition to that, he has received minor sentences for larceny of auto, tampering with auto, disorderly conduct, and has been picked up on a number of other charges.

Mr. KENNEDY. How many times has he been arrested? Seventeen times?

Mr. SALINGER. Seventeen times (pp. 18673–18674).

Additional hoodlum associates of Tony Pinelli are Frank Sortino and Frank Ferraro, who is reported to be Gus Alex's No. 1 man in the first ward in Chicago. Among the Chicago hoodlums Alex and Ferraro are considered to be the most vicious and ruthless. Another is Frank DeSimone, an attorney who was present in the Apalachin meetings; he is a gangland lawyer in the West. John Sebastian LaRocca and Gabriel Kelly Mannarino of Pittsburgh are also close to Pinelli. They visited Pinelli at his Movietown Motel on the west coast, and Pinelli paid their hotel bill when they visited him in Gary. In addition to these, Pinelli's Chicago hoodlum acquaintances included Jacob Guzik, Max Berman, and Joseph Gagliano.

In Gary, Pinelli surrounded himself with Chicago hoodlums who had served the syndicate well in Chicago and were given more responsible syndicate tasks in Lake County. Included among these are Pinelli's nephew Anthony Gruttadauro; Frank Zizzo, Anthony Penzato, Frank Caprio (now deceased), John Formusa, and Tom Morgano. With respect to Morgano, he and Pinelli were closely associated in the county bookmaking operation and were known to be partners in Stag, Inc., a bookie joint in Gary.

The jukebox outlet of Tony Pinelli, the Century Distributing Co. in Gary, secured most of its records from Lormar Distributing Co. in Chicago. Lormar is owned and operated by Sam Giancana and Chuck English, Chicago hoodlums. Century Distributing Co. used as a source for its jukeboxes the firm of another Chicago hoodlum, Joey Glimco. The purchases of jukeboxes from Glimco and records from Giancana and English was done by subordinates. Investigator Salinger testified:

Mr. SALINGER. I might say in connection with Mr. Glimco that his acquaintanceship with Mr. Giancana is of some interest to us since Mr. Testo's testimony that when he wanted to organize Mr. Pinelli's jukebox operation in Gary, Ind., he was told before he organized it he should go see Mr. Glimco, and Mr. Glimco told him not to organize the company.

The CHAIRMAN. Told him what?

Mr. SALINGER. Not to organize the company. He subsequently received a threat and did not organize them (p. 18677).

The link between the Gary combine of Pinelli-Formusa-Morgano and the Chicago crime syndicate was clear. Pinelli's rise in power in Gary commenced after his meeting with Accardo, Giancana, and Dr. Chesrow in Los Angeles.

Mr. KENNEDY. And we identified the fact that Mr. Pinelli, after the 1953 meeting, came and moved into Lake County?

Mr. SALINGER. That is correct.

Mr. KENNEDY. And that Pinelli is, in turn, a close associate of Mr. Giancana; is that correct?

Mr. SALINGER. That is correct.

Mr. KENNEDY. We also identified the fact that Mr. Formusa, who operated in Lake County, was an associate of Mr. Giancana?

Mr. SALINGER. We know that he was a close associate of Mr. Pinelli, and we believe him to be an associate of Mr. Giancana.

Mr. KENNEDY. As a matter of fact, Mr. Formusa and Mr. Pinelli have been in business together?

Mr. SALINGER. That is correct.

Mr. KENNEDY. Mr. Formusa handled the vice operations and Mr. Pinelli handled the gambling operations?

Mr. SALINGER. That is correct (p. 18680).

* * * * *

Mr. KENNEDY. Mr. Chairman, I think this shows, as we develop it again tomorrow, with the activities of Mr. Pinelli, as much as any hearing that we have had, the operation or the syndicate operation of the underworld here in the United States, where they come from one community to another, they set up and establish their operations, and get complete control of industries, the vice, the gambling, and when they need a labor union they set a labor organization up; when they feel it is more beneficial they put a labor organization out of existence.

* * * * *

Mr. KENNEDY. Of course, Mr. Chairman, this is only possible where you have lax law enforcement. All of these operations could not have existed. Mr. Zizzo could not have come down there. You could not have had Mr. Pinelli's operations. You could not have had Mr. Formusa's open operations, if it had not been for the help and assistance given by Mr. Holovachka.

Mr. Holovachka, if he was following through on his responsibilities, of course, these things could not have happened or continue to go on (p. 18688).

John Formusa ran a nationally known house of prostitution known as the M. & J. Motel, located just outside the city limits of Gary in the Small Farms area of Lake County. Formusa frequently contacted the prosecutor's office in Crown Point, Ind. He personally called the unlisted number of Walter Conroy, the chief investigator in the prosecutor's office. Conroy could not recall the purpose of these calls.

When interviewed by committee staff members, Formusa seemed to have a real sense of accomplishment in the syndicate he had been able to develop. In addition to the elaborate suburban motel, which was devoted entirely to his prostitution racket, Formusa controlled the red light district in Gary. Formusa's association with members of the vice squad in the Gary Police Department is indicated by the testimony of two of its officers. Officer Frank Unetich admitted that he had personally visited with Formusa on two occasions at his large home at 9341 Lakeshore Drive in the Miller section of Gary.

Officer Don Smith testified that he had accepted an all-expense-paid trip for two to Las Vegas from Abe Kushner, a personal friend and associate of John Formusa.

Formusa's reported income for 1955 was $11,000. In that year the M. & J. Motel was constructed. In 1956 his income was $46,000; in 1957, $56,000. His total income for the 3-year period was $113,000.

> Mr. KENNEDY. It would appear to be growing each year, from the information that we have, with Mr. Holovachka as the public prosecutor in that area, 1955 and 1956 and 1957. Each year it grew a little more, became more active, did it not, this nationally known motel? (p. 18685).

Formusa's financial growth began when Holovachka was elected to the office of county prosecutor.

> Mr. SINCLAIR. He was a part of the Doyle-Pinelli-Formusa syndicate operation in Gary which covered the vice, the gambling, and the pinball machines and slot machines (p. 18685).

John Testo, general organizer for the Coin Machine Operators & Repairmen Union, testified that he met with Tony Pinelli and had contact with John Formusa as business agent for the Terrazzo & Tile Setters local; when personal threats were made against him after his visit with Joey Glimco, he realized that he could not continue, so he became inactive in 1957.

SYNDICATE ATTEMPT TO ORGANIZE PORTER COUNTY, IND.

Frank Aliotta, secretary-treasurer of the Master Barbers Association of Chicago, testified that the derogatory testimony before the committee concerning his employees astounded him (p. 18775).

The committee heard testimony on how this association maintained peace and harmony in the barbering trade in Chicago. The association accomplished this through the employment of seven thugs as investigators. Aliotta and the investigators were close associates or relatives of Tony Pinelli. Frank Zizzo, an associate of Pinelli in Lake County and operator of the Uptown Lunch gambling joint in Whiting, was employed by the Master Barbers Association. From January 1, 1955, through 1958 he was paid over $19,000. Frank Zizzo was arrested six times, including one arrest for fencing jewelry.

George Dicks, another notorious character employed by the Barbers Association as an investigator, has a record of over 300 arrests. From January 1, 1955, through December 31, 1958, Dicks received over $35,000 from the association. He has had two felony convictions.

Tom Morgano was employed by the Barbers Association in January of 1950 and served with them as an investigator through 1954. During this period Morgano was paid over $29,000 for his services.

From 1949 to 1959 the Master Barbers Association employed 11 special investigators to maintain "peace and harmony" among the barbering trade in Chicago. With respect to their background, the testimony of Committee Investigator Gerald G. Gotsch disclosed the following:

> Mr. GOTSCH. * * * Eight out of the eleven have associations and records.

Mr. KENNEDY. And seven have records?

Mr. GOTSCH. That is right, sir.

Mr. KENNEDY. How much did these special investigators, all of them receive from 1950 to the present time?

Mr. SCHULTZ. $224,282.63.

Mr. KENNEDY. The seven that have records, can you give us roughly how much they received?

Senator MUNDT. Let them tabulate it and put it into the record at this point, if it requires additional computations.

(The material to be furnished follows:)

Colianni	$67,417.40
Dicks	35,876.60
Moretti	16,199.20
Morgano	29,050.00
Serio	24,467.60
Ventura	8,878.80
Zizzo	19,441.60
Total	201,331.20

(p. 18779)

Members of this group were doing "organizational" work in Hammond and Whiting, Ind. Frank Zizzo was conducting bookmaking and card and dice games for Tony Pinelli in Hammond and Whiting, while Tommy Morgano was handling the Gary end of the syndicate vice operations, exclusive of prostitution.

After organizing Chicago and Gary for the underworld syndicate Morgano proceeded to organize the neighboring territory in Porter County, Ind.

The projected immediate expansion by two major steel companies made Porter County a prime target.

Valparaiso is the county seat in Porter County. In the spring of 1958 Morgano undertook to establish himself as a legitimate businessman there. He opened a pizza restaurant near the campus of Valparaiso University and proceeded to ingratiate himself in the community.

Morgano attempted to tie up vice operations in Porter County for the Chicago Giancana-Accardo-Pinelli underworld crime syndicate. This matter was first brought to the committee's attention by the chief deputy sheriff of Porter County, who had been approached by Morgano to serve as an intermediary for Morgano between the sheriff and the county prosecutor of Porter County. Chief Deputy Sheriff Harold Rayder conferred with the committee staff and requested assistance in securing data that would aid in the prosecution and exposure of Morgano. After this information was secured, Rayder appeared before the committee and related the plan of Morgano to take over all crime and vice operations in Porter County.

Committee Counsel Robert F. Kennedy outlined the importance of Rayder's testimony:

> Mr. KENNEDY. Mr. Chairman, the importance of this testimony is in connection with the testimony that we had yesterday, where there is an influx of some outside groups to try to take over the area and destroy proper unionization.
>
> We are going now from Lake County to Porter County.

Here we have some firsthand information and testimony as to how gangsters and racketeers try to move in on a county to destroy the proper unions and set up illegitimate businesses and vice.

I think as the testimony develops, we will see that we will have some firsthand information as to how that can happen.

Senator GOLDWATER. Is Porter County contiguous to Lake County?

Mr. RAYDER. Yes, it is.

* * * * *

Mr. KENNEDY. In early 1958, did you understand that one of the prominent figures in the underworld was a man by the name of Tom Morgano?

Mr. RAYDER. That is so. Part of the Chicago Pinelli and Giancana syndicate.

Mr. KENNEDY. The Pinelli-Giancana syndicate of Chicago?

Mr. RAYDER. That is correct (pp. 18486–18487).

Morgano, an alien, was born in Calascibetta Caltanisetta, Italy. He served 30 days at Crown Point, Ind., in 1931 for violation of the National Prohibition Act. In 1939, he was sentenced to 180 days for conspiring to violate the internal revenue laws. In 1941, he was arrested again for violation of the National Prohibition Act. On September 1, 1958, he was arrested in Gary for obtaining money under false pretenses. In October 1958, he was arrested and held on a charge of assault and battery with intent to kill of which he was subsequently convicted.

Deputy Sheriff Rayder described to the committee his first meeting with Morgano at the Elks Club in Valparaiso. At this meeting Morgano inquired of Rayder if he was interested in making a "fast buck." There were subsequent meetings, and after Rayder was satisfied that Morgano was seriously interested, he took steps to gather data which he felt would be essential in the prosecution of Morgano for his attempt to bribe a State official.

Mr. KENNEDY. Would you relate to the committee what your conversation with Morgano was?

Mr. RAYDER. At that particular time he stated that he would like to get Porter County solid, and that he wanted to establish the pinball machines solid in the county; he would like to start a house of prostitution on the north end of the county. He wanted to know if I would look around to find a piece of land where he could build a place.

He said he would run it very nice and quiet; there wouldn't be any trouble. I stated at that particular time that the $10,000 that he had offered me wouldn't be enough to cover the sheriff and prosecutor and a few other smalltime politicians that would want their cut out of it, and he said, well, he would go as high as $50,000.

Mr. KENNEDY. $50,000 was for whom?

Mr. RAYDER. $50,000 was to take care of the sheriff and the prosecutor and the JPs and the constables. At this particular time, he also offered me $50,000, plus a bonus that he said he could steal off the politicians. He said they would never know the difference.

Mr. KENNEDY. So altogether it was going to be $100,000?
Mr. RAYDER. Right (p. 18489).

* * * * *

Mr. KENNEDY. Did he tell you how the payoff would take place?
Mr. RAYDER. Yes; he said the payoff would be in small circulating bills of $10's and $20's.
Mr. KENNEDY. You tried to have a recording of some of these conversations with Mr. Morgano; is that correct?

Mr. RAYDER. Yes, I did. I got a recording at the Sportmen's Club, but it didn't prove to be satisfactory.

* * * * *

Mr. KENNEDY. Why, after he had made this offer to you and repeated the offer on at least three separate or other occasions, why didn't you make an arrest at that time?
Mr. RAYDER. Well, I felt we hadn't quite gathered enough evidence to make an arrest at that time, and that if we could get all the fundamental points of his bribe and find out just exactly what he had done, I felt we could send him up for a long time and wouldn't have to worry about him.
Mr. KENNEDY. You felt that with the support of the committee in bringing and developing it, you would be able to get enough public pressure to have something done about the situation in Porter County?
Mr. RAYDER. That is correct (p. 18490).

* * * * *

Mr. KENNEDY. But you did take a recording on the meeting that you had with him in the automobile of May 4, and that was satisfactory.
Mr. RAYDER. That is correct. That recording turned out fine (p. 18491).

The recording was played at the committee hearing, and Morgano refused to answer all questions pertaining to it. However, the record makes the following points:

(1) Morgano was a part of the Chicago underworld syndicate.

(2) Morgano was an associate of Sam Uzelac, who was shot in Gary about 6 months prior to the meeting with Deputy Sheriff Rayder. Morgano was convicted of this shooting and was "penalized" by Lake County officials by a $200 fine and a suspended sentence of 2 years.

(3) Morgano wanted control of all crime and vice in Porter County. This was to include pinballs, card games, bookmaking, dice, roulette wheels, and prostitution.

(4) Rayder was to serve as intermediary between the sheriff and county prosecutor, and Morgano.

(5) Morgano had already formed a close personal relationship with the mayor of Valparaiso, John Wiggins.

(6) Morgano was to pay $50,000 for a 2-year period to Rayder to take care of the sheriff, the prosecutor, and lesser officials, and Rayder was to get an additional amount for himself.

(7) Morgano was to take care of any other persons who might attempt to muscle in on any segment of crime or vice in the county. He wanted it solid with no outside interference whatsoever.

(8) Morgano was to set up a house for the sheriff to raid periodically to take the heat off the administration.

Senator Goldwater had this to say about Morgano's effort to organize Porter County.

> Senator GOLDWATER. Speaking for the committee and for myself, I think this is another evidence where local law enforcement has fallen down. I think the Federal Government might have some blame in this, too. I hope that the local authorities of Indiana, the State of Indiana, and the Federal Government, will move immediately against this man.
>
> I don't think there is an American in this room that can be proud this morning of a man who has come here from Italy, murdered and robbed and stolen, operates houses of prostitution near a college, and our Government allows him to go scot free. I hope this committee and the staff will insist that this Immigration Service get into this immediately and take full strength of justice against this man (p. 18508).

VI. DETROIT

It appeared no coincidence that the most extensive misuse of labor unions discovered in our coin machine inquiry was in the personal bailiwick of Mr. James Hoffa. Indeed, he was responsible for the racketeer subversion of at least two locals in the Motor City.

The Detroit hearing proved an instructive case history of how labor-management collusion initiated by self-seeking employers was exploited by the organized underworld. The consequent subjugation of the industry to these criminals was graphically told to us by their victims.

The inability of organized labor to rid itself of racketeers was notable in the testimony of Mr. Auguste Scholle, a trade unionist since 1933 and now president of the Michigan AFL–CIO State Federation. He explained why organized labor was opposed to the coin machine unions, and the limited effect of his opposition.

Scholle testified that since 1940 he was instrumental in having charters of two locals revoked when he discovered they were being used to enforce trade restraints in favor of employers. He told of refusing to issue two other charters, one to a former CIO official; and one to Detroit racketeers who offered him $10,000.

> Mr. KENNEDY. * * * in Detroit, did you have any contact or connection with any of the so-called jukebox locals * * *.
>
> Mr. SCHOLLE. Yes * * * in 1940 * * * I learned that * * * one * * * chartered by the United Radio, Electrical and Machine Workers of America * * * representing the employees * * * in the music-box machine operation and * * * the jukebox operators had * * * a system of putting * * * union labels on each machine * * * in each location,

and that their dues, consequently, had been far in excess of the actual number of members that they had.

In other words, they were not collecting a dollar a month dues from men or women as union members * * * they were charging $1 for a stamp and for the use of the union label stamp on the machine.

This was followed * * * by some of these union members picketing places that did not have the union label on the machine * * * I learned then that it had to be a certain type of machine * * * When I got this information and had established its veracity, I called the officers of this organization together and told them that, amongst other things, I was responsible for the good name of the organization that I represented there, the CIO, and that we could not tolerate this situation (pp. 17443, 17444).

As a result of Scholle's action the charter for Local 737, United Electrical Workers, was revoked. Scholle then disclosed, why organized labor has been unable to eliminate racketeer use of labor unions.

Mr. SCHOLLE. * * * the charter was revoked, and, of course, as far as we were concerned at that period of time, it cleansed the situation * * * I don't know how long it was after that, but I learned again that not identically the same group of people, but for the most part many of them that were associated with it, had blossomed out with another charter unbeknownst to me and the CIO union. This time it was the Retail, Wholesale, and Department Store Employees Union * * * The same practice was engaged in where they were collecting dues not off of members, but off of a union label.

Mr. KENNEDY. This was a union that existed for the help and assistance of the employers, rather than the employees?

Mr. SCHOLLE. Well, very definitely. At least, that was my reaction to it.

Mr. KENNEDY. That was why you took the action against both of these unions at that time?

Mr. SCHOLLE. Well, not only that. But very frankly, it was pursuing a course which, to me, was totally irreconcilable with good union principles (p. 17444).

Scholle was corroborated by Mr. Neil Holland, former president of Local 361, United Retail, Wholesale, and Department Store Employees. He testified that in about 1942 he was asked by Mr. Roy Small to accept Small's association members into his union, and union membership was given to both the employees and the self-employed operators.

Mr. KENNEDY. His people has been in local 737 of the International Union of Electrical, Radio & Machinery Workers of America?

Mr. HOLLAND. That is correct.

Mr. KENNEDY. And then James Newman had said that his international did not want these people in the union, and didn't like their tactics and wanted them to get out?

Mr. HOLLAND. That is my understanding. * * *

* * * * *

Mr. KENNEDY. Did Small, for a period of time, operate the association and the union out of his own office?

* * * * *

* * * The union was completely dominated and controlled by Mr. Small and his group; was it not?

Mr. HOLLAND. Yes, sir; it was.

* * * * *

Mr. KENNEDY. As to the control that the association had over the union * * * Mr. Small, and his group, would decide when pickets would go out * * *.

* * * * *

And they would pay the pickets?

Mr. HOLLAND. Yes, sir. Not always directly, but they did pay them.

Mr. KENNEDY. And the association paid the business agents, did they not?

Mr. HOLLAND. They paid three of them and later paid a part of my salary (pp. 17426–17428).

At least two of the three business agents paid by the association had criminal records. One, Sam LaVigne, subsequently went to work for the Teamsters.

Scholle was able to describe postwar attempts of notorious Detroit racketeers to obtain a union charter. He stated that he was visited three different times by two men and solicited for a charter. He identified them as of a gangster type. He learned they were representing people distributing jukeboxes and not employees. He explained to them that the CIO did not give out charters or sell charters to employers but would grant them only to employees who wanted to be organized or affiliated with the CIO. The men left. On their second visit they said they had signed up their people. When Scholle then explained that he would sit down and bargain with them for the employees the men explained that this would not be necessary and one of the men threw down a roll of bills wrapped in a rubber band and said, "Here is the downpayment. What else does it take?" "We will take care of you." Scholle said, "That is what I am afraid of."

Scholle was told that "there would be 10 grand in it for me." He again refused to issue the charter to them. They made a third visit, which provoked Scholle to say, "Get out and stay out and do not bother me any more."

Mr. KENNEDY. There wasn't any question that these people were desperately in want of a charter at that time?

Mr. SCHOLLE. * * * It just seemed to me that they wanted a charter in the worst possible kind of way (p. 17446).

Shortly thereafter, a charter for Teamster Local 985 was issued.

The CHAIRMAN. So what they didn't get from you, obviously was supplied, a month or so later, by the Teamsters?

Mr. SCHOLLE. That is right (p. 17447).

The reason the racketeers wanted a charter so desperately stemmed from the organization of a jukebox local near the end of World War II. Mr. Joseph Brilliant, a distributor and an operator from 1932 to 1958, and a former president of the employers' association, gave forthright and illuminating testimony about the 20-year fight for control of coin machine operations in Detroit.

> Mr. KENNEDY. As president of the operators association during the early 1940's, were you engaged in an effort to fight some of the gangster and racketeering element?
>
> Mr. BRILLIANT. That is right.
>
> * * * * *
>
> Mr. KENNEDY. That tried to obtain control of both the union and the association; is that right?
>
> Mr. BRILLIANT. That is right (p. 17408).

Brilliant explained that the operators feared a Wurlitzer plan of "exclusive dealers" which would make it difficult for most operators to obtain new machines. Therefore,

> Mr. BRILLIANT. * * * the operators in the Detroit area, in order to protect themselves, went to Cleveland to find out the workings of an association and how it should function * * * (p. 17409).

(This was the period when Mike Hammergren, Wurlitzer vice president, was making jukebox sales by alliances with the underworld.) Brilliant was corroborated by Mr. Morris Goldman, an operator since 1940, and a former president of the operators association; and by Mr. Victor DeSchryver, who had been in the coin machine business from 1936 until 1958. They and their associates contacted Mr. Leo Dixon, then head of the Ohio association, and Mr. William Presser, then business agent for the IBEW local with which the Ohio operators had a master contract. In January and in March 1945, Presser and Dixon came to Detroit and conferred with the operators on the advisability and methods of a union-association scheme for the protection of the operators.

(Contrary to Presser's statements to a congressional committee, sitting in Detroit in 1953, that he had received only $200 to $300 for his "expenses," each of the Detroit operators testified that $5,000 was collected for Presser. DeSchryver affirmed that his 1946 testimony before the Murphy grand jury that he (DeSchryver) had given $5,000 to Presser, was correct.) DeSchryver declared that Presser

> * * * indicated that the $5,000 was to cover his expenses and it was our belief that these expenses involved giving money to union officials there in Detroit.
>
> Mr. KENNEDY. Were there any union officials' names mentioned at that time?
>
> Mr. DESCHRYVER. * * * there was a reference made to the union officials on Trumbull Avenue.
>
> Mr. KENNEDY. Now, that, of course, is the Teamster headquarters, is it not?
>
> Mr. DESCHRYVER. I believe it is (p. 17438).

In January 1945 the employers' association signed a sweetheart contract with the newly chartered AFL Federal Local No. 23814.

The o[illegible] commenced paying "dues" of 50 cents per machine per m[illegible] the union. The head of the local was Eugene C. "Jimmy [illegible]s, theretofore an enforcer for and petty official of the Laundr[illegible]rs Union in Detroit. James, Mrs. William Presser and Lil[illegible]li, wife of Presser assistant unionist John Nardi, each obt[illegible]k interests in two Detroit jukebox distributorships.

In Aug[illegible] James announced that for the union to "survive," dues wou[illegible] creased to 70 cents per machine per month. In Septembe[illegible] isbursements of $200 per week were recorded on the union's [illegible]s "salary" payments to the maiden names of Mrs. James Hof[illegible]rs. Bert Brennan.

They rem[illegible] the payroll for approximately 10 months, and received a t[illegible]$6,000. James stated under oath that they did no work and [illegible]hey were removed from the payroll because a grand jury was being formed to investigate labor racketeering.

James had sworn that this was to pay back to Hoffa and Brennan the $1,000 each purportedly loaned to him to help organize the union. However, Brilliant, then president of the operators' association, who helped to initiate the setup, testified emphatically that all of the organizing expenses were borne by the employers. DeSchryver reaffirmed to the committee his testimony before the Murphy grand jury in 1946:

> "In connection with raising the dues in order to make these payoffs to Hoffa and Brennan, was there a raise in dues that was effected to cover that situation from how much to how much?
>
> "Answer. Actually the increase as well as I can remember was from approximately 50 cents to 70 cents.
>
> "Question. And the stated purpose as told you by James was to create a fund for payment to Hoffa and Brennan; is that correct?
>
> "Answer. I believe that is correct.
>
> "Question. Well, is there any doubt about it in your mind?
>
> "Answer. No, sir; there is not."
>
> The CHAIRMAN. Is that the testimony you gave before?
>
> Mr. DESCHRYVER. Yes, sir; that is.

The local paid $6,000 back to Brennan and Hoffa for their alleged $2,000 loan. Hoffa explained this as merely a "mixup" which he would not have allowed to happen if he was running the local.

The operators were so pleased with James that at Christmas, 1945, they gave him a Cadillac automobile. In 1946, James' local assumed increasing value to the operators, when the anticipated competition from Wurlitzer machines became an actuality. The association soon learned that the operators putting out Wurlitzer jukeboxes either were backed by or were themselves notorious Detroit hoodlums, headed by Angelo Meli and "Papa John" Priziola.

Commencing in February 1946, the Hammergren-appointed Detroit sales agency of Wurlitzer jukeboxes was the Bilvin Distributing Co. It had obtained its franchise through the efforts of Mr. Harry Graham. By affidavit, he swore to the committee:

> I am well acquainted with Milton "Mike" Hammergren, having first met him when he was in charge of the Wurlitzer

retail sales and was resident in Chicago. My acquaintanceship with Hammergren was widely known, and I believe it is because of this that I was approached by Angelo Meli some time toward the end of 1945 and solicited to obtain for him the Wurlitzer franchise for Detroit and the Michigan territory.

Angelo stated that he wished to have the distributorship so that he could control jukebox operations in Detroit. He said he planned to do this by flooding the market with his machines. In return for my intercession on his behalf, he promised I would head the distributorship he would then set up (p. 17605).

One hundred forty-one thousand dollars was invested in this distributorship by: Angelo Meli, $46,000; "Papa John" Priziola, $20,000; Sam Tocco, $25,000; and William E. Bufalino, $20,000; $15,000 more was "borrowed" from Carlo DiLiberto; and $15,000 was borrowed from Nick Ditta.

Angelo Meli has a long arrest record, and was once designated Detroit public enemy No. 1. Hammergren testified he believed he was dealing with Angelo Meli when giving the distributorship to the Bilvin Co. According to Graham, Hammergren received $50,000 from Meli in an under-the-table payment for that distributorship.

Hammergren identified pictures of Angelo Meli at a Wurlitzer distributors' meeting at Cross Lake, Minn. He stated that only the principals and key executives of the distributing companies attended those meetings and that, in his opinion, he was dealing with Angelo Meli when he gave the distributorship to Bilvin.

Sam Taran, who had been in the coin-machine business for many years, in many cities, and was acquainted with members of the underworld, testified he understood that Angelo Meli had gotten the Wurlitzer franchise in Detroit.

Bilvin was fronted by Sam J. Tocco and William E. Bufalino.

Although Tocco denied that Angelo Meli controlled the distributorship, the evidence seemed clear. In addition to that recited, the committee learned that James testified before the Murphy grand jury that when he tried to—

talk to anybody in authority (at Bilvin) * * * they would refer me to Joe Doakes, and I could never get hold of the right man, and I put a picket line on the place May 23 to June 7, 1946, and I got hold of the right man * * * Angelo Meli (p. 17490).

Several other investors in Bilvin were key underworld figures. Priziola was identified by District Supervisor Charles Siragusa, Federal Bureau of Narcotics:

Mr. SIRAGUSA. Priziola—we consider him to be probably the most important trafficker out of Detroit, among the leading traffickers in the United States. His gang has been supplying outlets in New York City for many years, one of the largest criminal New York City outlets for heroin, received from the Priziola gang.

* * * * *

* * * He has a total of 20 arrests and three convictions, dating back from 1917. * * *

* * * * *

Mr. KENNEDY. * * * From the records that you have, and the work that you have done, you have established him as a major figure in narcotics in the country?

Mr. SIRAGUSA. Not only a major figure in the narcotics traffic, but * * * in the bootlegging racket, numbers, gambling (pp. 17455–17456).

Priziola was present with counsel during this and additional testimony about his nefarious activities.

The CHAIRMAN. Has the witness testified to anything about you that isn't true?

Mr. PRIZIOLA. I decline to answer on the ground I might incriminate myself (pp. 17467, 17468).

Both Ditta and DiLiberto had achieved long criminal records prior to their affiliation with Bufalino in the jukebox business. Tocco stated that he got his money by borrowing $9,500 from an uncle, Frank Cusmano; $5,000 from his uncle, Sam Viviano; $5,000 from a friend, James Signorello; and put up the remainder of his $25,000 investment from his savings. For each instance he could give no evidence of his indebtedness and claimed that he borrowed the money in cash and believed he paid it back in cash.

William E. Bufalino, who had married a niece of Angelo Meli, testified that he had invested $20,000 in Bilvin. Fifteen thousand dollars of this was borrowed from the Liberty Bank of Pittston, Pa., on the guarantee of Santo Volpe. (In 1932 New York City police, investigating the Bazzano murder, arrested Volpe and several hoodlum companions, including Albert Anastasia and "Bath Beach" Johnny. Pennsylvania police authorities knew Volpe as one of the most powerful gangsters in their State; and he was widely reputed to be the head of the Mafia in that section of the country.)

Thus Angelo Meli, a leading racketeer, invested more than Sam Tocco and William Bufalino together, of the total amount stated to have been invested in this company, and more than 80 percent came from notorious Detroit criminals. (This is of significance for understanding the future operations of William Bufalino and his relationship with Hoffa, for it illuminates the close ties Hoffa has with the underworld and, in turn, the influence of the underworld on Teamster operations. In 1947 Bufalino obtained control of Teamster Local 985.)

Neither Tocco nor Bufalino was very responsive in telling the committee about the formation of Bilvin; and their testimony was inconsistent. For example:

Mr. KENNEDY. * * * Tocco * * * the other stockholder in the company * * * testified this afternoon that he was never aware that Mr. Angelo Meli had put any money into this corporation. Will you explain that to us?

Mr. BUFALINO. No. I don't have any explanation. He is going to have to explain his answers. I will explain mine * * *

* * * * *

The CHAIRMAN. The question is whether the company would borrow some $46,000 from this man Meli without Mr. Sam Tocco, the other partner or the other owner of the company, knowing about it?

Mr. BUFALINO. Well, I actually don't even know * * * (p. 17624).

Bilvin's articles of incorporation, sworn to by Bufalino and Tocco on February 8, 1946, disclosed the names of the incorporators and the number and class of shares subscribed for by each as follows: William E. Bufalino, 300 common, and Samuel J. Tocco, 300 common.

As late as November 17, 1946, stock had not been issued. The original subscribers for that stock, according to Bufalino, were "Angelo Meli, myself, John Priziola, and Sammy Tocco."

Bufalino's sponsors were able to obtain a substantial share of Detroit's jukebox operations because in 1946 Wurlitzer was the only manufacturer producing sizable quantities of new jukeboxes. With their offerings to locations of new jukeboxes they had a tremendous advantage over competing operators. Bilvin took advantage of this by restricting its sales almost exclusively to its 10 affiliated operating companies, and to other hoodlum-controlled operators.

This group included the TD Music Co., owned by Dominic "Sparky" Corrado; Meltone Music Co., financed by Angelo Meli for some $30,000 and headed by his nephew, Vincent Meli; Jay-Cee Music Co., owned by Pete Tocco and Raffaele Quasarano, Sam's Music Co., owned by "Black Shirt" Sam Ciamataro; and Arizona Music Co., owned by Mono Minaudo and Dominic J. Maltese.

Notwithstanding their offers of new jukeboxes, however, the Bilvin group discovered that when James' union picketed locations accepting new Wurlitzers, location owners preferred old jukeboxes with union labels to new Wurlitzers without them. (For this reason the hoodlums solicited Scholle for a union charter with which to fight James.) Nonetheless by violence and threats of violence, the hoodlum-owned companies had placed more than 1,200 jukeboxes on location by May 1947. James' operators realized they could not buck Meli's group. Morris Goldman, president of the MAPOA and his colleagues met with Bufalino and agreed to allow him and his henchmen to join the association and the union, without returning to association members the locations taken from them, as required by association bylaws.

Goldman was asked whether he had a meeting with James to discuss recognizing Bufalino and allowing him to come into the union. He said he did and—

Mr. GOLDMAN. It seemed that Mr. James could not control our industry. He had no power to do anything, and after meeting with Bill Bufalino he came up and said that he could find harmony in the industry if we would recognize Mr. Bufalino as his assistant; that the 1,200 locations that we lost we were to forget about, and from then on he would have Mr. Bufalino as his assistant to take care of the boys that were operating those 1,200 pieces * * * Mr. Jimmy James was, of course, to help keep us in harmony as far as our group was concerned.

Mr. KENNEDY. This would be a complete surrender on your behalf?

Mr. GOLDMAN. That is right (p. 17475).

Asked why he agreed to take in operating companies operated by underworld figures or relatives of underworld figures, having Bufalino as a union official and giving up the 1,200 locations lost by his group, he replied,

> Well, we were told by the liquor control commission that if we didn't clean up our industry that all jukeboxes were going to be thrown out of bars in the entire State.
>
> Mr. KENNEDY. Is cleaning up your industry bringing into the association this underworld group?
>
> Mr. GOLDMAN. Well, it meant to stop the jumping, to alleviate chaos that had come into the city.
>
> Mr. KENNEDY. It involved complete capitulation on your behalf, did it not?
>
> Mr. GOLDMAN. It did; yes.
>
> Mr. KENNEDY. Who did you understand that Mr. Bufalino was going to represent as a member of the union, as an official of the union?
>
> Mr. GOLDMAN. He was going to represent the Italian group that was interested in jukeboxes at that time.
>
> Mr. KENNEDY. And when you speak of the Italian group, you are speaking about the Italian group which are the underworld figures?
>
> Mr. GOLDMAN. That was the four or five companies that were affiliated with the Bilvin Distributing (pp. 17475, 17476).

On May 14, Bilvin terminated its Wurlitzer franchise and on June 20 it closed its accounts. Between those two dates a series of events took place which indicated that Meli's group, having succeeded in placing their machines on location, sought to protect them with a controlled union. Again Bufalino functioned as front man.

In the spring of 1947, the charter for James' union was revoked. Nonetheless, the operators continued to pay their dues to James' office, James continued to operate in the same manner as he had before, and he did not terminate his tenancy in the Francis Palm Building although he had no legal basis for claiming to be a union officer.

On May 27 he ordered the office door relettered "Service Drivers and Helpers Division, Local 985 International Brotherhood of Teamsters, E. C. James, President."

On May 30, Goldman stated he would recognize the new jukebox union.

On June 3, 1947, a charter for local 985, Teamsters, was fraudulently obtained by Hoffa personally for the use of Bufalino and his sponsors. The original charter for 985 was issued on the 1941 application of a group of 12 men led by one Alvin Ogilvie, who wished to call themselves "Car Washers, Garage, Porters and Tire Changers." Upon this original application the "revised" charter was issued. It is significant that:

First, none of the original 12 applicants were ever members of the new local 985;

Second, the name of Eugene James was substituted for that of Alvin Ogilvie as "charter member;"

Third, the name of the local was changed to "Service Drivers and Helpers, Car Washers & Garage Employees;"

Fourth, the charter and seal were sent to James Langley as secretary-treasurer of local 985. His name never thereafter appears as an officer or member of the local. James Langley is Hoffa's brother-in-law;

Fifth, the letter from Teamster headquarters dated June 3, 1947, states that Hoffa paid for the charter, seal, and stamp and personally picked them up; and

Sixth, the recognition of the local by the operators at least 1 week prior to the issuance of the charter implied strongly that a deal had been made with the Teamsters to obtain a "jukebox" and not a "garage helpers" local.

The Teamsters method for obtaining their vaunted position as America's largest union is illustrated by their assumption of control over Detroit's coin-machine workers.

Although nowhere in the charter issued to local 985 is there any mention of coin-machine mechanics, operators, or employers, the first group organized into the union—and by means of a sweetheart top-down contract—were jukebox employees, cigarette machine workers, amusement machine mechanics, and self-employed operators.

At the time of this hearing more than half of the members in the local's "coin machine division" were self-employed. Goldman, an owner-operator, was queried by Mr. Kennedy as to what the union could do for him in return for his membership and his dues payments.

> Mr. GOLDMAN. Take my dues and keep me informed as to when their meeting dates are. That is all they can do for us (p. 17480).

He conceded that he belonged because he was afraid of the Teamsters.

> The CHAIRMAN. It is that kind of economic power and threat they have over you that compels you to pay money for nothing?
>
> Mr. GOLDMAN. That is right.
>
> The CHAIRMAN. Except to get relief from fear and intimidation?
>
> Mr. GOLDMAN. That is right.
>
> Senator CURTIS. What could they do?
>
> * * * * * * *
>
> Mr. GOLDMAN. Well, they have the power of pickets if we do not pay dues * * * when you go into a location the man says, "Well, I am sorry; you are not a union member. I want a union member in my place. Please remove your box."
>
> Senator CURTIS. What happens if they put pickets around you? Would it cut off your business then?
>
> Mr. GOLDMAN. Well, they cut off the supply to the location (p. 17480).

This pressure was described by Mr. Sigfrid Johnson, a tavern owner. He bought a tavern in May 1957, and he wished to install a pool table. He also asked a vending machine salesman friend to install a jukebox.

He asked the company that had a jukebox in the tavern to remove it. He then received a telephone call from someone who identified himself as,

> Mr. JOHNSON. * * * John Welsh from the Teamsters * * * he asked me if I was having trouble with the jukebox, and I told him that I wasn't (p. 17510).

Nonetheless, Bufalino associate Chuck Morgan called upon Johnson.

> Mr. JOHNSON. Well, he represented some jukebox organization that the man belonged to whose machine I was sending out.
>
> He informed me that the fellow that I was trying to put in there was not a union member, and I was asking for trouble, and so forth and so on, that he was going to put a picket line up and stop my supplies if I didn't go along with the original West Music Co.
>
> Mr. KENNEDY. Did you question him as to how the association, the representative of the association, could put up a picket line?
>
> Mr. JOHNSON. No, I didn't but I had had the call from Welsh and from the Teamsters, so I just assumed that they were all in the same boat (p. 17510).

With the inferences of trouble that could result in his being put out of business, Johnson decided that his friend should remove his jukebox and the original jukebox would remain. He capitulated also to Morgan's request that the cigarette machine in the tavern be removed. Significantly, Morgan returned with a machine from a different operator, the G. & G. Vending Co., ostensibly owned by Arthur Gallo and Romero Gallo. Gallo is an ex-con with six arrests and three convictions, including a 10-year sentence for possession and sale of narcotics. From January to December 1952 he was secretary-treasurer of Teamsters Local 985. G. & G. Vending operated from the premises of Vincent Meli's Meltone Music Co. For a period of time Vincent Meli was a partner of record in G. & G. This incident was an excellent example of a leading operator's explanation of why he had left the coin machine business in 1958.

> Mr. BRILLIANT. They were harassing my locations, and bothering them, and walking in and offering them different considerations, and better machines, and so forth * * * until it became unbearable (p. 17423).

He found that Bufalino was favoring his friends and relatives and not enforcing an equal treatment for all of the operators. This was contrary to expectations based upon a statement made by Hoffa to the operators in 1947, when Bufalino had assumed the position of business manager of local 985.

> Mr. BRILLIANT. We had one meeting, Mr. Hoffa brought us into his office and there were seven or eight members, and Mr. Bufalino, and myself. He told Mr. Bufalino to run a clean union and not to favor anybody. We thought it was a very nice speech.

* * * * *

Mr. KENNEDY. Did Mr. Bufalino favor his relatives?
Mr. BRILLIANT. He sure did.

* * * * *

Mr. KENNEDY. Would you tell us * * * what happened then, after the meeting you had with Mr. Hoffa and Mr. Bufalino, and Mr. Bufalino was told not to favor any group, including his relatives, and you left the meeting? Did you have difficulty with Mr. Bufalino shortly afterwards?

Mr. BRILLIANT. Yes. After that the Jay-Cee and T-D Music and Meltone Music kept on jumping locations here and there, and nothing was done about it (pp. 17421, 17422).

Not only did local 985 fail to keep its promise to aid the self-employed operators; it failed, also, to aid the employees. The contract the association signed with local 985 on June 20, 1947, was for five years, provided for wages less than were being paid by jukebox operators, and was never policed or enforced against the possibility of operators paying less than the required wage.

(Worse than its failure to aid the employees in the coin-machine division was local 985's frightful exploitation of employees in its carwash division. Testimony showed conclusively that those car-wash owners contracting with local 985 gave their employees a lower wage after they signed the contract. The contract itself provided only that the employees would get wages no lower than nor work longer hours than allowed by Michigan law. However, the workers were forced to pay 10 cents per day to the local, which did nothing but further degrade their already substandard wage and working conditions. The local's records showed that many dues-paying car-wash employees were neither carried on the books nor having "per capita tax" paid to the international to establish their Teamster membership. Close examination disclosed that the union was reporting on a number of employees necessary to make up the ostensible total amount of dues collected, as required by the monthly tax of $4 per capita and omitting the names of employees not needed to fill the quota.

The CHAIRMAN. In other words, there is a fraud being perpetrated on the international or on the people who work, by taking money from them as dues, and not carrying them as members?

Mr. BELLINO. Yes, sir. I would say these records are completely phony.

Mr. KENNEDY. It is a fraud completely on the employees. It might be a fraud on the international, but it is a fraud on the employees who pay these dues.

Mr. BELLINO. Yes, sir. They would not be entitled to any benefit whatsoever.

Mr. KENNEDY. These people are not even being carried on the union books and records?

Mr. BELLINO. That is right.

Mr. KENNEDY. All this union is, as far as the car wash division, their biggest division, all it is is a collection agency.

Mr. BELLINO. Yes, sir.

* * * * *

Mr. KENNEDY. Mr. Chairman, this is a worse situation, even, than we found when we investigated the operations of the union of Johnny Dioguardi in New York.

* * * * *

Here, * * * these employees were receiving $25 a week for a 70-hour week in some cases, and in New York, when we investigated the operations of Johnny Dioguardi and his fellow so-called unionists, they were at least receiving $40 or $41 a week for a 40-hour week (pp. 17669, 17670).

Notwithstanding the lack of benefits to employees or employers, local 985 obtained membership not only by cutting off supplies to locations, thus enforcing a secondary boycott against jukebox operators; but, when that failed, by the more direct method of bombing. These bombings were never solved, nor was the blame carried by any evidence to Bufalino's doorstep. However, it was clear in the minds of several bomb victims that a bombing of their shops followed their resistance to negotiating a contract with Bufalino. Employers in both the coin machine and carwash businesses testified to the same unique sequence of events.

Significantly, Bufalino did not force the unionization of Meltone Music Co., owned by his brother-in-law, Vincent Meli, with whom, along with the attorney for the coin machine employers association, he was in partnership on several land speculations. Neither did he force the unionization of TD Cigarette Co. owned by Sparky Corrado, too great a power in Detroit's underworld circles to need Bufalino's ostensible protection or be required to pay tribute to him.

Brilliant testified he was eventually forced out of business because the hoodlums kept taking

* * * One good stop 1 week and 2 weeks later another one, and 3 weeks later another one, and they just kept on hammering until you couldn't take it any more.

Mr. KENNEDY. And finally forced you out of business?

Mr. BRILLIANT. That is right (p. 17424).

Asked if any Teamster officials were in the coin machine business, he replied,

Mr. BRILLIANT. * * * I don't know if it was a group but individually * * * four or five Teamster agents went into the jukebox business, and they started taking locations one at a time, from everybody.

Mr. KENNEDY. Were they difficult to compete with?

Mr. BRILLIANT. I should say they were.

Mr. KENNEDY. Would you explain what the problem was?

Mr. BRILLIANT. There was nothing explained, they would walk in and talk to the location and tell them they would help him out, and wouldn't have any trouble, and so forth, and they just put in a new machine, and you were called and told to take yours out.

Mr. KENNEDY. That was competition that was impossible to meet?

Mr. BRILLIANT. It was impossible to compete with (p. 17424).

Among this group were Cecil Watts and Morris Coleman, business agents of Bert Brennan's local 337 and Lawrence Welsh, Bufalino's chief henchman. Each is an ex-convict. Welsh had been in the coin machine business operating a route of scales and penny vending machines. He forced a small vending machine operator to purchase them for more than the going market price; and the operator quickly found that "all of the locations in which the machines were placed no longer wished to have those machines once Welsh was not behind them."

Watts, using his wife's name after his early attempts to be licensed had been disallowed because of his criminal record, started in the jukebox and amusement machine business in 1953. His sales appeal included the use of a business card with the Teamster seal embossed upon it.

In the same year Coleman went into the business of vending cigarettes, candies, coffee and placing jukeboxes. By 1957 his gross sales exceeded $150,000.

When questioned, each invoked the 5th amendment to every question asked. Each stated also that they would tend to incriminate themselves if they told their occupation.

Bufalino engaged in activities grossly in conflict with his oft-proclaimed role of union official whose business it was to "* * * represent the workingmen." He maintained a separate office as a "Labor Consultant"; he held ownership interests in several coin machine operations; and he joined with a large jukebox operator and the attorney for the employers' association in companies holding and managing real property in the city of Detroit.

Bufalino's stewardship of his local reflected his criminal sponsorship. On the record Bufalino receives a salary of some $20,000 plus an unlimited expense account. Included in moneys going to Bufalino from union funds are expenses which appear to serve only his private purposes and not those of the union membership. The committee found that among expenditures of doubtful propriety was the purchase of a law library, although Bufalino is not licensed to practice law in Michigan, having been rejected three times by the Michigan Bar Association. Bufalino, in addition to a generous expense account and a union-purchased Cadillac, also received substantial sums of money from Detroit Teamsters Locals 299 and 985 for "legal services," including payments of hotel bills while in attendance at Hoffa trials in Washington, D.C., and New York City, totaling $13,749.20 for the years 1957 and 1958, although he was not a mmeber of the bar of the District of Columbia, the State of New York or the State of Michigan.

Bufalino complained before the committee that he had been associated unjustly with underworld figures that had met at Apalachin, N.Y., in November 1957. However, he refused to deny under oath that a relationship did exist between him and, among others, Russell Bufalino. The committee discovered a letter Bufalino wrote to the Billboard after the Apalachin meeting, in which he extolled the virtues of Russell Bufalino, a man he stated he had known all his life. Testimony established that Bufalino was closely associated in business with hoodlums and racketeers.

The committee's reaction was summarized at the termination of Bufalino's testimony:

> The CHAIRMAN. * * * The operations of Local 985 of the Teamsters Union, headed by Mr. Hoffa's associate, William E. Bufalino, represent a most disgraceful type of unionism. It is a leech preying upon working men and women to provide personal aggrandizement for Mr. Bufalino and his friends * * * nowhere in this hearing is there to be found one scintilla of evidence that local 985 has done anything to help the wages and working conditions of its members in these industries. To the contrary * * * members of Mr. Bufalino's local had their wages drastically reduced after they became union members and their employers signed contracts with local 985.
>
> * * * the operations of local 985 amount to nothing less than a shakedown and extortion of businessmen.
>
> * * * * * *
>
> * * * they perpetrate a dastardly fraud upon human beings the way this union operates. I don't want any misunderstanding about the Chair's conclusion * * *
>
> It is also clearly shown that Bufalino got his start in the jukebox business in 1946 in partnership with and with the backing of certain key figures of the Detroit underworld. * * * jukebox companies operating with underworld backing have also had the assistance of Mr. Bufalino.
>
> Thus we find a union in alliance with racketeers and which fails to in any way exercise the proper obligations of labor unionism toward its members and toward the community (p. 17678).

VII. JEFFERSON PARISH, LA.

Underworld roadblocks to legitimate trade unionism were related in our hearing on jukebox, pinball, and slot machine activities in Jefferson Parish where threats, coercion, and alliances with corrupt public officials enabled racketeers to achieve control of the business and to thwart attempts to unionize it.

Mr. Aaron Kohn, former special agent of the FBI, widely experienced as an investigator, and counsel for citizen reform groups and, presently, managing director of the Metropolitan Crime Commission of New Orleans, Inc., testified:

> Our labor union organization has not yet caught up * * * One of the things that might logically discourage * * * organization would be * * * that * * * workers might well be discouraged from identifying themselves with anything * * * in conflict with the interests of corrupt officials and the racketeers in their alliances.
>
> * * * for example, * * * in the jukebox-pinball area * * * many persons who might otherwise be interested in joining a labor union would think mighty, mighty long before identifying themselves with something which might,

just might, displease the Carlos Marcello mob, who have a major interest in that industry (p. 17225).

* * * * *

* * * there have been two very timid attempts, one by the Electrical Workers some years ago, and then by the Teamsters a couple of years ago. They made no real aggressive effort to continue organization * * *

Mr. KENNEDY. Because of this close tie-in that exists already between management, gangsters, and certain public officials, there has been no need to try to bring in, nor attempt to bring in, a corrupt labor union, No. 1, and the honest labor unions have a difficult time moving in because of the fact there is such control and domination of the area by these groups.

Mr. KOHN. I would say that to be accurate, Mr. Kennedy (p. 17225).

Kohn described how the entire industry in the area was dominated by key underworld figure Carlos Marcello, and how Marcello had corrupted local law enforcement officials, including the new "reform sheriff":

Mr. KOHN. Within a matter of weeks after Sheriff Coci took office, in June 1956, his two chief deputies, his chief criminal deputy and chief civil deputy, were calling on bars and restaurants * * * ordering them to move out their present jukeboxes and pinball machines, and advising them that new ones would be supplied by the Marcello-controlled companies.

They were given the alternative of doing that or being harassed by police raids.

* * * * *

* * * many of the locations * * * in this muscling process were on record as having Federal gambling stamps * * * for coin-operated devices. One * * * was told, "Put in our machines or we will close up your handbook" (pp. 17236, 17237).

Walter Richardson, Jefferson Parish bar and restaurant owner, testified he had been renting a jukebox from operator Al Dargis for 8 years. Shortly after Sheriff Coci's election in June 1956, two deputy sheriffs visited his bar.

Mr. RICHARDSON. * * * They told me, "You have to use our equipment because we are taking over." I said, "No, * * * I have been dealing with this man since I went into * * * business and I am not going to take his box out of my place." They said, "Oh, yes, you are, or we will put pressure on you" (p. 17239).

* * * * *

Mr. KENNEDY. Did they then start raiding your bar?

Mr. RICHARDSON. Yes, sir. Practically every weekend, Friday, Saturday, and sometimes on Sunday, but practically every Friday and Saturday, around 3 or 4 weeks.

Mr. KENNEDY. Started putting on the pressure * * * and started searching your customers?

Mr. RICHARDSON. * * * Yes, sir.

* * * * *

They kept on raiding * * * about a month and a half or so.

Mr. KENNEDY. Every weekend?

Mr. RICHARDSON. Yes, sir.

Senator CURTIS. Did they ever find any unlawful activity going on there that would sustain a charge?

Mr. RICHARDSON. Never have. I never did have any trouble with them before they came there to see me about the box and I have been in the bar business 8½ years (pp. 17241, 17242, 17244).

Richardson finally went to his attorney, obtained a restraining order against the sheriff and has not since been bothered (pp. 17241–17244).

Richard J. Gillen owned two bars having coin machines of the New Orleans Novelty Co., the Manhattan Amusement Co., and Clem Guillot. In the summer of 1956 he was visited by Albert Huffine, general manager of Huey Distributing Co. Huffine told Gillen to "* * * patronize Jefferson Parish men." Gillen switched to Huey machines. An obviously reluctant witness, Gillen was asked:

Mr. KENNEDY. * * * What was it that the man said to you that you felt it advisable to get the Huey Co. machines in there? * * *

Mr. GILLEN. Well, I mean, he just said he was from Jefferson.

Mr. KENNEDY. Did he indicate to you at all that he knew the right people or the people behind him knew the right people?

Mr. GILLEN. No, he just said he had the OK, which was good enough for me.

* * * * *

Mr. KENNEDY. * * * Who did you think he got the OK from?

Mr. GILLEN. I wouldn't know. I imagine he got it from somebody high up.

Mr. KENNEDY. High up where?

* * * * *

Mr. GILLEN. Well, you got the district attorney, you got the sheriff, and most any one of those.

Mr. KENNEDY. You thought it was one of these people he had gotten the OK from?

Mr. GILLEN. Well, I imagine so (pp. 17247, 17248).

Mr. KENNEDY. What kind of machines did the Huey Distributing Co. put in there?

Mr. GILLEN. Keening Console machines * * * A slot machine type * * * but it doesn't pay off (p. 17248).

Gillen admitted it registered "free games" and,

Well, if we know you we may pay you. If we don't know you we will tell you we don't pay off. We have signs on the machines.

Mr. KENNEDY. Is gambling illegal?

Mr. GILLEN. I imagine so.

Mr. KENNEDY. Has anybody ever raided you since the honest——

* * * * *

* * * Since the new sheriff came in, since the man from Huey came in and said, "We have the OK," * * *

Mr. GILLEN. No (pp. 17248, 17249).

Gillen admitted adjoining his restaurant he operated a handbook which was equally immune to prosecution.

"Reform" Sheriff William S. Coci was advised that testimony derogatory to him might be given, and was offered the opportunity to testify. His sole response was a telegram to the chairman, reading:

Re your telegram: Regret that due to prior important engagements will not be able to accept your invitation to attend meeting. Signed William S. Coci (p. 17237).

Kohn testified that Marcello was the principal owner of several coin machine operations, including Huey Distributing Co. He classified Marcello as "* * * one of the wealthiest men in Louisiana today", and traced his 20-year financial growth, from when he pleaded poverty to settle for $400 a $76,000 Federal fine, to his present holdings known to the New Orleans Crime Commission. These include coin machine distributing and operating companies, real estate, hotels and motels, and building contracting businesses.

Kohn uncovered another significant facet of Marcello's operations: An FCC license to operate a two-way shortwave radio station in the vicinity of Gretna, La. was issued to Vincent Marcello, doing business as Jefferson Music Co. Ostensibly, this grant was to enable the dispatch of radio-equipped trucks servicing its 780 jukeboxes and 270 other coin machines. However, in reply to an FCC inquiry, Vincent stated that his brother Carlos owned 50 percent of the company. Carlos is an alien, and FCC regulations forbid station ownership by such persons. The crime commission informed the FCC it had granted a license to persons operating a wire service supplying to gamblers in Louisiana and elsewhere the race results needed to operate illegal handbook betting.

Kohn explained that radio was a perfect medium for distributing information for Marcello-controlled gambling. He declared that while the license was in force, slot machines and horse race machines bearing Jefferson Music Co. labels were operating in Jefferson Parish. So, too were the company's pinball machines, which were used almost exclusively for illegal gambling.

Mr. KENNEDY. This radio station granted by the Federal Communications Commission is given * * * to service, among others, * * * pinball machines * * * operating illegally?

Mr. KOHN. That is correct.

* * * * *

> Senator CURTIS. * * * Is it the belief that this radio license would be used to disseminate gambling information, that, * * * it would be a direct part of the gambling apparatus?
>
> Mr. KOHN. In connection with * * * their use in servicing gambling coin devices, this would exist. * * * whether or not they were or will use, in fact, the radio system for conveying horse race results, * * * is not the issue.
>
> Placing a gun in the hands of a known killer by license is not a very sensible thing to do in protection of others. Placing a means of communication, widespread communication, in the hands of those known to use means of communication for illicit purposes, we believe, lacks the same kind of defense (pp. 17233, 17234).

Carlos Marcello was questioned about these matters. He invoked the fifth amendment continually and declined to answer whether he had any financial arrangements with Sheriff Coci; whether he had attempted to keep the IBEW or any other union organization from organizing in the area; whether he was operating coin machines in Louisiana; whether he was acquainted with Joe Civello, of Dallas, Tex. (a delegate to the criminal conclave at Apalachin, N.Y.); whether he had been in partnership with Frank Costello, "Dandy Phil" Kastel and other notorious criminals; and whether he was a citizen of the United States.

Evidence showed Marcello had been born in Tunis, north Africa; had never become naturalized; and, although ordered deported in 1953, had still not been expelled from the country.

Senator Ervin asked:

> I would like to know how * * * a man who has been convicted of two felonies of such a serious nature as robbery and the sale of marijuana; * * * can stay in the United States * * * The American people are entitled to more protection at the hands of the law than to have an undesirable alien who has committed serious felonies remain in this country for 5 years, 9 months, 24 days after he has been ordered deported * * * (p. 17265).

Marcello's lawyer explained how he had been able to stay deportation proceedings by court appeals. When Senator Curtis asked: "How much money have you spent resisting deportation?", Marcello invoked the fifth amendment.

VIII. LOS ANGELES AND VICINITY

The committee's inquiry of improper activities occurring in the Los Angeles area was particularly illuminating because of the forthright testimony of several victims of organized mobsters.

A. JUKEBOX OPERATIONS

Mr. Hal Sherry, former official of Local 1052, International Brotherhood of Electrical Workers, testified that he helped to organize that local at the behest of the Southern California Music Operators Association (of employers). Sherry became the paid business manager of the local.

Mr. KENNEDY. The union was set up and established in order to protect these locations; is that right?

Mr. SHERRY. Yes. * * *

* * * * *

Senator CURTIS. Is it true that you required an individual who owned his own machine and serviced it himself to join the union?

Mr. SHERRY. Yes, sir.

Senator CURTIS. Even though he had no employees?

Mr. SHERRY. Yes, sir; regardless (p. 17271).

Sherry described how the union pressured the locations in order to control nonassociation operators.

Mr. KENNEDY. If he didn't have a label on the machine, he couldn't get service?

Mr. SHERRY. That is right. But we also tried to stop his deliveries. * * *

Mr. KENNEDY. * * * even a person who owned his own machine?

Mr. SHERRY. Yes, sir.

Mr. KENNEDY. In order to finance this union, you sold these labels. * * *

Mr. SHERRY. Yes; we did.

* * * * *

Mr. KENNEDY. All the operators, in order to get the servicing, this help and assistance from the union, had to have a label on their machine?

Mr. SHERRY. Yes, sir. * * *

Mr. KENNEDY. * * * the individuals who made up the association, the employers, were the same as the people who made up the union?

Mr. SHERRY. Yes, sir (p. 17272).

(In February 1952 the local stopped selling labels because the Los Angeles Central Labor Council refused to recognize a picket line on behalf of such label sales.)

In 1950, Joseph Peskin (also known as "Sugar Joe" because he was the major supplier of sugar to the Capone mob's bootlegging operations), one of the earliest and largest of Chicago's jukebox operators, came to Los Angeles with a franchise to distribute AMI machines. (Peskin was well acquainted with the values of association-union collusion from his own role in setting up the enforcement scheme the Illinois Phonograph Owners Association had with Local 134, IBEW.) He ordered Sherry's group to take him into the union, and demanded that each member buy a specified monthly quota of AMI jukeboxes. When they rejected Peskin's ultimatum, he renewed his demand and threatened to enforce it through a former strongarm man for the Chicago Tavern Association named Jaffe. When this failed, Peskin formed an alliance with Frank Matula, head of Local 396, Teamsters, and the Teamsters began raiding locations having IBEW labels. Sherry's union then picketed the Teamsters' building. After 9 months they ran out of money and local 396 took over the field. (Last year the committee heard about Matula's union activities to control the

garbage industry in Los Angeles on behalf of favored garbage collectors. Currently, Matula is in jail on a perjury charge. He was recently named an international trustee by James R. Hoffa.)

Two other underworld attempts to take over Sherry's local reflected the influence of hoodlum Mickey Cohen:

Sherry testified that six men entered his union office. One threatened him with a .45-caliber pistol. He was told to "step out" of the union because Mickey Cohen was "taking over." Sherry refused and never saw or heard again from these men.

Later, during the picketing and legal battles with the Teamsters, Sherry was approached by Jack Fox, who boasted he had "organized" Chicago delicatessen owners. Fox offered to help Sherry organize more jukebox operators in Los Angeles and to get a prominent Los Angeles attorney to prosecute the local's cases against the Teamsters. In return, Fox and Larry Di Caro were to go on the union's payroll as organizers. (Fox and Di Caro possess criminal records, and Di Caro is a known associate of Cohen's henchmen, the notorious Sica brothers.)

> Mr. KENNEDY. And in back of this whole arrangement was supposed to have been Mickey Cohen?
>
> Mr. SHERRY. It was supposed to have been made by Mickey Cohen at a poolside conference.
>
> Mr. KENNEDY. Who related to you that this decision had been made?
>
> Mr. SHERRY. Jack Fox (p. 17277).

Di Caro was put on the payroll and paid on the basis of the number of members he brought into the union, "Actually a commission deal."

> Mr. KENNEDY. How did that work out?
>
> Mr. SHERRY. We had to let him go for * * * Fox * * * gave us an ultimatum, * * * that he and Glenn Lane, the attorney, had decided that Fox was to * * * take over the union or at least be in there on an equal basis or Lane would drop our cases in court, which he did do, because we wouldn't accept Fox and we immediately discharged, fired Di Caro (p. 17278).

Sherry's fourth experience with the underworld resulted in his departure from the field of labor relations.

In 1952, Sherry was attempting to extend his local's jurisdiction to San Diego. Shortly after his arrival there, he received a telephone call telling him to meet that night with Frank Bompensiero, notorious syndicate leader in southern California. (At the time of this hearing he was serving a 6-month to 14-year sentence for conspiring to bribe public officers. He had two prior convictions and nine arrests on his criminal record, including charges of gambling, kidnaping, and murder.) At that meeting Bompensiero declared that unless he was cut in for 50 percent, Sherry would not be allowed to organize in San Diego.

> Mr. SHERRY. The conversation went about like this: I told Frank Bompensiero that he looked like a pretty smart man. He must know that a labor union couldn't do anything like

that. We have to send per capita tax into the international, that there would be no way of splitting that if we wanted to; that we would go ahead with the organizing. They warned me not to, and I left (p. 17279).

Sherry continued his organizing activity through the next day. That night he was visited by three big men. He testified:

> * * * they manhandled me a little. They had a hammer, and they had a large object. They took my clothes off, inserted the object and used the hammer and handle at which time I passed out.
>
> Mr. KENNEDY. This was a cucumber?
>
> Mr. SHERRY. Yes, sir, it was.
>
> Mr. KENNEDY. A large cucumber?
>
> Mr. SHERRY. Yes, sir. And about 6:30 in the morning I came to, I was laying on the floor. I had laid there all night, in a pool of blood (p. 17279).

After surgery and hospitalization Sherry was able to return to his Los Angeles office.

> Mr. SHERRY. * * * Frank Bompensiero sent a couple of telegrams up to the local union, insisting that, in the first telegram, that if we came down to organize, he would insist that he go in 50–50. Then he sent another telegram to the local stating that he would come up to talk the matter over, but he never arrived. That was the end of it.
>
> Mr. KENNEDY. Did you ever go back?
>
> Mr. SHERRY. No, sir. The executive board insisted that I not go back.
>
> The CHAIRMAN. Are they still unorganized?
>
> Mr. SHERRY. No, sir; the Teamsters have them down there.
>
> The CHAIRMAN. The Teamsters have them?
>
> Mr. SHERRY. Yes, sir (p. 17280).

On January 15, 1953, the IBEW revoked the charter of local 1052.

> Mr. KENNEDY. The IBEW came in and lifted your charter?
>
> Mr. SHERRY. Yes, sir.
>
> Mr. KENNEDY. And turned the jurisdiction over to the Teamsters?
>
> Mr. SHERRY. Well, they didn't exactly turn it over. They left it for anyone who would take it.
>
> Mr. KENNEDY. The Teamsters now have it?
>
> Mr. SHERRY. Yes, sir.
>
> Mr. KENNEDY. Is the situation as you know it today similar to what you have described?
>
> Mr. SHERRY. It is much worse, sir. Very sincerely, Mr. Kennedy, we cleaned up the area a great deal. We had a pretty good operation there and we didn't have any known hoodlums in our local. It was pretty clear. But things have gone back to where they were, now, I am so told.
>
> Mr. KENNEDY. Your method of procedure was hardly a proper one.
>
> Mr. SHERRY. It was wrong. I will agree there, but nevertheless, it was an evil that did some good (p. 17281).

B. CIGARETTE VENDING OPERATIONS

Underworld extortions from Los Angeles coin machine operations postdated Mr. Sherry's experiences. An incident disclosed to the committee the continued depredations of Mickey Cohen and his coterie of felons.

During late 1957, two cigarette machine vending companies, engaged in a "location war" to obtain "spots" belonging to the other. Rowe Service Co. (a subsidiary of Automatic Canteen Co. of America), with 2,700 cigarette machines on location was the largest operator in Los Angeles, if not the State of California.

Coast Cigarette Vendors (a subsidiary of Continental Industries, Inc., Westbury, Long Island) was Rowe's major competitor. It had some 1,630 cigarette vendors and 267 jukeboxes on location. Rowe was headed by George Seedman, Coast by Meyer Carr.

Mr. Thomas Vaughn, president of another Rowe subsidiary (New Orleans Cigarette Service Corp.) and friend of Seedman, testified that he was told by Harold Roth, president of Continental Industries, Inc., that since Seedman was giving Roth's Los Angeles company a difficult time, substantial retaliatory efforts would soon result.

Vaughn informed Seedman and offered to help him, if necessary. Seedman requested such assistance, and Vaughn sought out Babe McCoy, Mickey Cohen's former fight manager, an associate of underworld figures, active in boxing circles, and himself possessing a criminal record (p. 17284). In 1956, California permanently barred McCoy from any participation in boxing activities in that State. Vaughn claimed he went to McCoy because he:

> * * * was from Los Angeles and probably, from what I read in the papers, well versed in the Los Angeles area (p. 17284).

Vaughn explained "well versed"

> Well, usually anyone who would be a matchmaker or promoter of fights probably would have a wide acquaintanceship with barrooms and taverns where cigarette machines are usually installed (p. 17284).

McCoy promised to help. When Vaughn arrived in Los Angeles, McCoy told Vaughn that he had received a call from Mickey Cohen who "* * * asked him what his interest was in helping people in the cigarette business * * *" and indicating that "Mr. Cohen's friend, Mr. Sica, had been offered a position by a competitive company to help them." McCoy arranged for Cohen and Vaughn to meet. Cohen told Vaughn that Sica had been offered $20,000 by Coast to secure Seedman's locations for them.

Vaughn became fearful, Cohen would actively oppose Rowe's operations. He discussed the matter with Seedman, who

> * * * felt Mr. Cohen was a power in southern California and he certainly didn't want Mr. Cohen or Mr. Sica to interfere with this relatively small competitive battle that was going on, and that it would be much better for the industry if they would remain neutral and take no part in it whatsoever, either for or against us (pp. 17287, 17288).

Vaughn and Seedman offered Cohen and/or Sica $5,000 to "stay neutral." Cohen rejected this as insufficient.

> Mr. VAUGHN. He said he had had a call that day and that he was offered $50,000, a contract of $50,000 I believe was the phraseology, to put Mr. Seedman's lights out.
>
> * * * * *
>
> Mr. KENNEDY. There was no question in your mind, was there, that what he had in mind was having Mr. Seedman killed?
>
> Mr. VAUGHN. That would be the inference that I drew, sir (pp. 17288, 17289).

Further negotiations followed. Vaughn and Seedman agreed to pay $10,000 in cash to Mickey Cohen, purportedly for Fred Sica.

> Senator CAPEHART. * * * What service did Mr. Cohen render for this $10,000?
>
> Mr. VAUGHN. No service whatsoever, sir (p. 17290).

Vaughn admitted that Fred Sica's son was placed on the payroll of the Rowe Co.

> Mr. KENNEDY. * * * Did Mr. Sica ever suggest—this was the colleague of Mr. Cohen who, incidentally, has 20 arrests and 7 convictions, and was going to remain neutral also * * * that his son be placed on the payroll * * *
>
> Mr. VAUGHN. Well, I was very fond of his son. I thought he had a fine boy. I thought that he would make a good salesman. He did suggest it and I recommended him to Mr. Seedman (p. 17298).

Rowe's records showed Jerry Sica in the company's employ for 11 working days. For this he received $408.15 (p. 17299).

> Mr. KENNEDY. * * * Did you believe that Mickey Cohen and Sica were actually working for the Coast Co.?
>
> Mr. VAUGHN. In retrospect; no.
>
> Mr. KENNEDY. Did you at the time?
>
> Mr. VAUGHN. I had no way of knowing at the time, sir.
>
> Mr. KENNEDY. But yet you would be willing to pay out $10,000. * * * If you weren't sure of it you would still be willing to pay out $10,000 to have him remain neutral?
>
> Mr. VAUGHN. I assumed it was true and I certainly didn't want to take the risk of having Mr. Sica and Mr. Cohen working for Coast.
>
> * * * * *
>
> Mr. KENNEDY. Did you ever check to find out if he had, in fact, been offered $20,000.
>
> Mr. VAUGHN. Not to my knowledge, sir, I have never asked anyone. I tried to keep quiet.
>
> * * * * *
>
> Senator CURTIS. What could Mr. Cohen and Mr. Sica do if they didn't remain neutral? What was the practical situation you were facing?

Mr. VAUGHN. Well, I felt that I didn't know Mr. Sica and I knew Mr. Cohen only by reputation, and I felt that he had a great deal of influence in southern California.

Senator CURTIS. With whom?

Mr. VAUGHN. With the types of establishments where cigarette machines were ordinarily placed.

* * * * *

Senator CURTIS. Did you have any knowledge directly or indirectly how he enforced his influence?

Mr. VAUGHN. No, sir (pp. 17301, 17302).

(The committee noted with interest that on one of Vaughn's visits to Los Angeles to negotiate the "neutrality" of Mr. Cohen, he was accompanied by Nelson Barrios and Tony Giocoma, identified in the New Orleans hearings as close associates of underworld leader Carlos Marcello.)

Senator CURTIS. May I ask the staff? Do we know what Cohen's and Sica's organization for enforcing their influence was? Was it a trade association? Was it a union? What was involved?

Mr. KENNEDY. I think, Mr. Senator, that Fred Sica's attractiveness was the fact that he was out of jail and had been arrested 30 times and had 7 convictions. Mickey Cohen's attractiveness was the fact that he was tied up with all the leading gangster figures and individuals in the Hollywood and southern California area, who feel that it is smart and healthful to be associated with gangsters. Therefore, they have influence on those kinds of people.

* * * * *

* * * Here is a large company that is willing to pay $10,000 for him just to stay out of the company. There are large companies in the United States who want to be associated and who have become associated with gangsters in order to help their business.

That is the reason that these kinds of people can survive. They get payments from management in order to get further business for themselves, in order to take away stops, locations, business from their competitors. Management in the United States is willing to make these kinds of payoffs because these men have criminal and underworld connections (p. 17303).

Interrogation of Mr. Carr of Coast and of most of his employees established that Sica and Cohen had solicited Coast for employment to obtain locations for it, but that their services weren't accepted.

Mr. KENNEDY. Now, were you told by your salesmen, Mr. Breen, that Fred Sica had offered to obtain locations for Coast?

Mr. CARR. Yes, sir. * * *

I was told that they wanted to get locations for us, and I believe he stipulated a price of $25,000, but I am not sure of that, because as soon as I heard who Fred Sica was, I was

horrified, and told him, "Look, our company doesn't do business with people like that," and just to tell them no, and tell him in a way so that he wouldn't become angry at us, because I didn't know what he could do, or what he would do.

* * * * *

Mr. KENNEDY. And you turned down the offer of Mr. Sica to come to work for the company, and obtain locations for the $25,000?

Mr. CARR. Definitely. We wouldn't have anything to do with it * * * (pp. 17311, 17312).

Seedman testified he gave credence to Vaughn's story because:

Well, sir, he told me that this group was ready to work for Coast, and Vaughn assured me that that was so. I had had a newspaper clipping from the New York Post which indicated that Mr. Harold Roth had had certain connections previously with a group, this type of individual, and that sort of convinced me that perhaps Coast was interested, although frankly it was hard to believe (p. 17315).

He explained why he gave $10,000 to keep Cohen "neutral":

Mr. SEEDMAN. For several reasons, sir. First, I wanted to keep Cohen and his crowd from in any way infiltrating into our industry. That was the main and principal reason.

Secondly, I did it because of the commitment made by Mr. Vaughn, which I felt I had to back, and I did (p. 17316).

Cohen and Sica invoked the fifth amendment on all questions pertinent to this extortion. However, the committee learned that for 1957 Cohen reported income of less than $1,500, and Sica declared only $2,500.

At the time of this hearing, Cohen owed the United States over $500,000 in unpaid taxes. The Government had not been able to find any property or income from which to collect its claim; notwithstanding Cohen's extremely lavish mode of living; nor the purchase of a new 1959 Cadillac automobile only 10 days prior to this committee appearance.

In the committee's opinion, this situation illustrates the extent of racketeer influence in various parts of this business. The "victims" who agreed to this shakedown were living in a city with one of the Nation's finest police forces; and the companies involved were well financed, nationally affiliated and able to protect themselves against such extortions.

IX. MIAMI AREA

Jukebox, amusement machine and cigarette vending operations in Miami, Fla., confronted the committee once again with the ingredients seen elsewhere: notorious underworld figures, greedy employers restraining competition for their private enrichment, paper locals having no concern with employee welfare, and the Teamsters Union inheriting control of the entire field.

A. JUKEBOX AND GAME MACHINE OPERATIONS

For a decade, notorious hoodlums have manifested their interest in Miami coin-machine operations. Among these was Joseph Massei, FBI No. 597894, well-known gangster and suspected murderer from the Detroit area. He has been a close associate of major Mafia criminals who figure in other committee hearings.

In the late postwar period Massei attempted to obtain locations for legitimate jukeboxes, pinball, and amusement games, as a springboard for the placement of slot machines he expected the Florida legislature to legalize. Although Massei never appeared of record, Harvey Campbell, manager of Capitol Vending Co., bragged frequently he was financed by Massei. Legislation was not passed and Campbell went into partnership with Joe Mangone, a hoodlum from the New Jersey-Philadelphia area. Soon Campbell retired. Mangone continued to operate, and also, became a distributor. In 1950 Mangone and other known associates of Massei formed the Amusement Machine Operators Association (AMOA), to control competition.

According to Willie Blatt, AMOA president, association members were untroubled until 1954, when distributors began using whip companies to force jukebox purchases by the operators. Blatt and other operators lost a substantial number of locations, and,

> Mr. BLATT. At one of the meetings, that I presided over, the discussion came about how could we stop the raiding of these locations * * * Mr. Mangone suggested * * * a man at one of his locations who * * * would be willing to undertake the job of trying to straighten the things out (p. 17359).

This man was Anthony Randazzo, manager and operator and one-time partner with Joe Embry (nee Vincenzo Ammerratti, a former East Chicago hoodlum now dead) of the Italian Gardens Restaurant. The association hired Randazzo as "business manager," for $100 per week. His duties were:

> Mr. BLATT. Well, when locations are lost by operators he was supposed to go out, talk to the owners, and try to convince them that they ought to take the operator back (p. 17359).

Although Randazzo had no known criminal record, his sponsors and associates did. Consequently, the majority of the members of the association, by secret ballot, voted to remove Randazzo from the payroll. On the following day, Blatt, Mangone, and other operators, most of whom had criminal records, seceded from AMOA and formed the Automatic Music Guild. The guild promptly hired Randazzo (p. 17360). Thereafter, Randazzo called on locations lost by guild operators. He was accompanied by ex-convict Charley Karpf, 275-pound labor racketeer from New York, brother of notorious gambler Bennie Kaye, and of David Karpf (former manager of Local 102, ILGWU, convicted of labor extortion). Karpf presented himself as an agent of Local 598, Upholsterers International Union. In several meetings with operators he stated he was offering "security" to the employer, that he was not concerned with wages and hours and that his union would be composed of employers, unlike Local 349, IBEW, an existing union of employee technicians.

Blatt admitted that although he did not know what union Karpf represented, the guild signed a contract with Karpf's union after the guild remerged with the group from which it had broken off. Blatt conceded he never saw application cards of his employees for unionization, but claimed Karpf told him that he had such cards. Blatt admitted that the operators encouraging Karpf were those who were losing locations. He was asked,

> Mr. MAY. Was it the purpose to sign a contract with this union or to reach an agreement that it would help in retaining and obtaining some locations for the operators?
>
> Mr. BLATT. That is right, because I believe—I don't know much about unions, but I believe that one union man cannot take locations from another union man (p. 17361).

When the two groups merged it was agreed that each operator would be assessed 50 cents per machine per month, with the total collection to be split between Karpf's union and the new association. Based on the estimated 4,000 machines the group operated in Dade County, each group received a thousand dollars per month.

During this period, Leonard Baitler, a coin machine technician for some 20 years, had been attempting to set up a *bona fide* union for employees in the industry. He was convinced that Karpf's organizational drive was not a legitimate union effort. He contacted the president of the Upholsterers International Union, Mr. Sal Hoffman, and met with him in Miami. When Hoffman was informed of the situation he revoked the charter of Karpf's local.

On March 21, 1955, Mr. Sal Hoffman wrote to Meyer Greenfield, then the president of local 598, which Mr. Karpf was purporting to represent; and to Mr. Dan Sullivan, director, Crime Commission of Greater Miami:

> When we issued our charter to local 598, it was on the basis that the local and its representatives confined their organizing activities to the unorganized workers coming within the jurisdiction of the Upholsterers International Union (p. 17401).

He declared that coin machine workers were not encompassed, and,

> Now, with regard to Charles Karpf, our records do not show a Charles Karpf as a member of our union. Neither do our records indicate that a Charles Karpf is an officer of local 598. Therefore, you will please see to it that Mr. Charles Karpf does not present himself as a representative of the Upholsterers International Union, Local 598 (p. 17401).

Notwithstanding the forthright action of Mr. Hoffman, subsequent events illustrated the inability of legitimate unions to purge racketeers like Karpf from the labor movement. Immediately thereafter, Karpf represented himself as an "organizer" for the Miscellaneous Workers of America, Local 296, United Textile Workers of America, AFL.

> Mr. BAITLER. * * * prior to recognition by the majority of operators of the United Textile Workers, Mr. Karpf obtained from the business manager of the Electrician's Union a dis-

avowal of jurisdiction. * * * despite the fact that some 75 or 80 coin machine mechanics had been accepted into the Electricians, had been formally initiated and paid their initiation fee, they were expelled, * * * The Electricians issued a written statement * * * that the Electricians had no desire to represent these men and that they would not exercise jurisdiction over these men. Consequently, on the basis of this letter, Mr. Karpf was able to obtain recognition from the employers.

* * * * *

Mr. KENNEDY. Who * * * wrote the letter?

Mr. BAITLER. Mr. William Johnson, the business manager of the Electricians Local 349.

Mr. KENNEDY. What possible explanation is there for his turning over those 75 members of his union to the Textile Workers?

Mr. BAITLER. I do not know. Most unions strike to obtain members. Here was a block of 75 or 80 members who had been recruited and now were thrown out. Mr. Johnson's explanation to me and to the executive board for this action was that the stigma attached to the coin machine business was not desirable for the Electricians, which is a prosperous and highly respected union in Miami. My contention was that the men were accepted in good faith, they paid their initiation fee, they were bona fide workingmen, and they were entitled to representation by the union. However, Mr. Johnson prevailed.

Mr. KENNEDY. Of course, what this amounted to was to turn them over to * * * a racket union, run by a racketeer.

Mr. BAITLER. Exactly, sir.

Mr. KENNEDY. And set up by the operators rather than by the union members themselves?

Mr. BAITLER. Exactly.

The CHAIRMAN. Were the men helpless in that situation? Could they not do anything about it?

Mr. BAITLER. No, sir they could not. I appealed to the international president of the Electricians, with no favorable results.

The CHAIRMAN. Were the men given a free choice as to which union they should belong to or should not?

Mr. BAITLER. No, sir.

The CHAIRMAN. In other words, they were just pawns being traded around? (pp. 17342, 17343).

Baitler declared that all of the men he recruited into the Electricians Union came of their own free will. In contrast,

Mr. BAITLER. * * * they entered the upholsterers and subsequently the textile workers under duress pure and simple, because the contract that was agreed to by the textile workers called for a $50 a week pay scale with no specifications, as to hours or working conditions. * * * every man that joined the upholsterers was getting in excess of $50 a week. * * * mem-

bership in the upholsterers or the textile workers offered no benefits whatsoever.

The CHAIRMAN. In other words, kicking them out of the electrical union and forcing them into the textile union certainly was not for the benefit of the employees?

Mr. BAITLER. Definitely not, sir.

* * * * * * * neither union nor employer, paid any particular attention to the contract. * * * if an experienced mechanic were earning * * * $85 or $90 a week, his wages were not reduced because of the contract. The contract was merely a scrap of paper * * *. It had no significance.

The CHAIRMAN. Just an excuse for collecting dues and that is all?

Mr. BAITLER. I would say so, sir (pp. 17343, 17344).

Some operators and distributors refused to join Karpf's union and the association with which it had signed its sham contract. As the committee found elsewhere, the noncomplaint businessmen were subjected to violence. Donald Helow was assaulted by Karpf, Randazzo, boxer David Woloski and nonunion professional picket James Ramares. The four were picketing the showrooms of distributor Sam Taran. Helow testified he was beaten because he asked one of the pickets why the Textile Workers Union was attempting to organize coin machine workers. As a result of his beating, Helow wasn't able to work for almost 3 weeks, was sick for about 3 months, and lost all of his accounts. He preferred charges against these people and,

Mr. HELOW. * * * with the help of Dan Sullivan of the crime commission. We had them convicted * * * (p. 17350).

Another who refused to submit to Karpf's shakedown was Mr. Robert Norman, general manager for Southern Music Co., a distributor and operator of about 2,500 machines throughout Florida. Norman was solicited by Randazzo accompanied by ex-con Tom Mura. (Mura's criminal record, commencing in 1931, shows nine arrests and four convictions.) They claimed they could get more business for Norman if he joined the association. Norman was given to understand that Mura was going to handle union affairs and that Randazzo would represent the association. Between them they would give him a certain number of locations.

Mura went out of the picture when Karpf appeared in early 1955. Randazzo again visited Norman, this time accompanied by Karpf, and asked him to sign up with the union while Karpf urged that he join the association. Norman replied he would do neither and referred them to the company's owner, Mr. Ron Rood. Several days later (April 18, 1955) the company's Miami premises were stinkbombed.

Mr. KENNEDY. Do you believe that your place was stinkbombed because of your opposition to the association and the union?

Mr. NORMAN. * * * I can think of no other reason for it (p. 17354).

On April 19, Norman wrote to Mr. John Haddock, president of AMI, Inc. (manufacturer of the jukebox Southern was enfranchised to distribute):

> I know you fully realize what a grave situation we are in. In my opinion, this was only a warning, and I think we may look forward to other things to come, along the same line. The preliminary gesture in the way of a stinkbomb only tended to make me realize that if we agreed to go along with this hoodlum organization it would place us in the position of being forced to accept any terms they might dictate from then on.
>
> * * * * *
>
> I know for a definite fact that it is the ultimate object of the parties involved to eventually obtain the point where they can bargain with the distributors, by exercising the control which they expect to have over the operators and their employees by using their usual strong-arm methods.
>
> In this particular case they are merely resorting to the labor organization method as a subterfuge for their nefarious activities (pp. 17354, 17355).

Norman declared normal sales were entirely out of the picture. "Under present conditions we would have to rely on the dictatorship to advise their followers if, when and how many machines to buy and from whom."

> Mr. KENNEDY. * * * This was an attempt, was it not, to gain complete control of the industry in the Miami area?
>
> Mr. NORMAN. That was my opinion.
>
> Mr. KENNEDY. And they were using the union as a method of enforcing their will * * *
>
> Mr. NORMAN. That is right.
>
> Mr. KENNEDY. It was this exclusive arrangement between certain employers and the union and the union was dominated and controlled by gangsters and racketeers at that time?
>
> Mr. NORMAN. Well, that was the general picture (p. 17355).

Subsequent to the stinkbombing, Mr. Norman was approached by "Joe Scootch" who proposed to act as a "mediator" for Norman. "Scootch" was discovered by the committee to be Joseph Indellicato, a Massei associate with a record of four arrests and three convictions. Indellicato testified he had been an "employee" for several years of Salvatore Falcone, Miami retail and wholesale grocer of Italian products. Salvatore attended the Apalachin meeting of Mafia hoodlums in November 1957.

Indellicato is a known associate also of mobsters Joseph and Sam DiCarlo. In a prior hearing, Ruth Brougher identified Indellicato as the man who had aided Karpf and Teamsters official Barney Baker in a Miami shakedown, and that he received $2,500 for his help.

Indellicato took the fifth amendment on most pertinent questions, including a request for an explanation of how, for the years 1954

through 1957, he was able to live in Miami on a declared annual income of between $1,200 and $2,500.

Notwithstanding Indellicato's offer, Norman sent another letter to Haddock. In June 1955, he wrote:

> In spite of all this unfavorable publicity it seems that although the association is disposing of Karpf and his union they insist upon retaining Randazzo; although Rood and I offered strenuous objections to their policy, the association apparently insists upon pursuing the same course (p. 17356).

When Baitler learned the IBEW would not maintain the membership of the men he had recruited he formed an independent union. It lasted but a short time. Thereafter, at the behest of Dave Frechette of Teamsters Local 290, he brought his men into that union, and worked as an organizer for it for several months. He was soon disillusioned with their activities, left the labor movement as well as the coin-machine industry, and took a job in Japan.

At the time of the hearing, Miami coin machine workers were in the Teamsters Union.

Mr. Sam Taran, 20-year veteran of coin machine activities in various parts of the Nation, testified that Randazzo and Karpf sought to enlist his help in their scheme to form a union to better the business for operators and distributors:

> Mr. TARAN. * * * getting better percentages, by not raiding locations of one another, and by various means they thought they could improve conditions.
>
> Mr. KENNEDY. * * * What did they think the union was going to do to help them?
>
> Mr. TARAN. Well, if everybody belonged to the union naturally there would be a lot of money saved in a lot of locations, when they open up, everybody fights for them. They give them as much as $1,000 to $1,500 for a location.
>
> Mr. KENNEDY. The union was to bring stability?
>
> Mr. TARAN. That is right.
>
> Mr. KENNEDY. And to prevent jumping from one location to another?
>
> Mr. TARAN. Yes, that was the general thing (pp. 17371, 17372).

Taran testified that although he didn't think a union could do anything for his employees, he did not oppose their unionization by the Electrical Workers.

> Mr. KENNEDY. Did you feel that there was a different operation between the Electrical Workers on one hand and this operation of Karpf on the other?
>
> Mr. TARAN. Yes (p. 17375).

Taran stated that Randazzo and Karpf had discussed their scheme with him several times; and he agreed that it was not a move to organize employees but to use the union idea to control the industry (pp. 17371–17373).

The committee established that although Randazzo was hired by the association, on May 21, 1955, he was issued upon his own application

a license as a "labor representative." Such licenses are required by the State of Florida to engage in any labor organizing. His application and license designated him a representative of Miscellaneous Textile Workers Local 296, United Textile Workers of America, AFL.

Karpf's scheme was ultimately defeated because of the commendable vigilance of Mr. Dan Sullivan of the Miami Crime Commission, and the publicity given his efforts by the Miami Herald.

The committee was surprised to learn that Sal Hoffman's disavowal of Karpf was the sole effective action against him by labor or by government, even though the State of Florida acknowledged in May 1955, that Karpf had not been licensed as a business agent for the Upholsterers' International Union. The committee was not surprised to learn that Karpf subsequently attempted the same racket against the Miami window washing business nor that other hoodlums continued to prey upon coin machine operators.

B. CIGARETTE VENDING OPERATORS

Blatt testified that another group in which he was a member, the Cigarette Machine Association, had difficulty with Frankie Dio, brother of notorious extortionist Johnny Dioguardi of New York. Dio had taken over the Italian Gardens Restaurant from Randazzo and out of those premises he operated a cigarette vending machine route. He obtained about 50 locations that had belonged to association members.

The association decided:

> Mr. BLATT. * * * that maybe we ought to buy the route and divide it among the members as to who lost how many locations and I went in to see him. He said, "Yes, he would sell it at about $3,000 per case." I went back to the association, and they said, "All right, let us buy it and each one will take the locations that he lost."
>
> I went back to see him but nothing came of it, and then I resigned and that is it (p. 17364).

Blatt was asked if the associations' decision to buy Dio's route at the price quoted was not, in his opinion, an extortion.

> Mr. BLATT. Call it what you want.
> Mr. MAY. You didn't go through with it?
> Mr. BLATT. No, we didn't (p. 17365).

(In early May 1958, Blatt met at the Deauville Hotel, Miami Beach, with Dio, Greenfield, and Sam Lano, reportedly to form a new organization subservient to these men. This plan appears to have been suspended because Blatt was served with a committee subpena in June 1958.)

FINDINGS—THE COIN-OPERATED MUSIC, AMUSEMENT, AND CIGARETTE VENDING MACHINE INDUSTRY

The coin-operated machine industry of this Nation is inherently a legitimate business of increasing importance and desirability, both dollarwise and functionally. Its past growth gives promise of even greater value to the economy to the consumer by its efficient mer-

chandising of an evergrowing number of goods and services. This growth is a tribute to the skill and ingenuity of labor and management, the great majority of whom the committee believes to be honest, hard-working citizens. This makes even more alarming the committee's conclusion that underworld infestation of this business is already well underway and is threatening to permeate this industry at all levels. In certain areas, hoodlum control is an ugly reality.

After more than 2 years of investigation, and several weeks of hearings, the committee finds:

1. The coin-operated machine industry, particularly in the music, amusement, and cigarette vending segments, has been victimized by an astounding number of racketeers. During the past two decades, almost every infamous criminal in America has held interest in some segment of coin machine operations. They have posed as owners and as union leaders. Racketeers have shown an increasing inclination to assume the role of labor leaders—particularly in areas having a history of prior attempts to control coin machine activities.

2. The early experience with pinball and slot machine gambling, derived by the underworld through its infiltration in this field, has enabled criminals to extend their operations into nongambling amusement games, automatic phonographs and, to a minor extent, in vending machines. They have obtained such holdings by investing money received from illicit enterprises; and by force, terror and the corruption of management, union and public officials. Experience has shown that where they have such interest they seek to dominate the field, and have attained a great measure of success in urban centers of New York, New Jersey, Illinois, Louisiana, Ohio, Michigan, Florida, and Indiana.

3. With notable and few exceptions, the efforts of honest employers, employees, labor officials, and public officers have not contained or restrained the spreading control of these mobsters, nor the increasing threat they pose to the legitimate merchandise vending business, which as yet seems to be comparatively untainted.

4. A large percentage of the racketeers having coin machine interests appear to be members of groups with familial, social, and financial affiliations across the Nation. Their coin machine operations not only produce for them the profits of controlled markets, but serve to aid and abet their illegal activities, such as gambling, narcotics trafficking and tax evasion.

5. In most instances, the underworld has found an apparatus readymade to do its bidding: For many years employers had been acting in collusion with subservient union locals to enforce trade restraints to benefit favored employers and the corrupt labor officials.

6. Criminals have used captive labor union locals as weapons to dominate various parts of the industry. They have had little trouble in obtaining racket locals for their own use. As honest labor leaders have withdrawn charters from locals perverted to nontrade union objectives, an increasing number of racket locals have taken over the field.

7. The increasing awareness of legitimate union leaders to the universal racketeering of coin machine locals has resulted only in the disaffiliation of such locals from honest international unions. No effort has been made to promote *bona fide* locals for industry em-

ployees. This has left a jurisdictional vacuum that has been filled almost completely by the Teamsters, with a consequent subjugation of the employees and employers unable to keep from being swept into the Teamster maw.

8. Teamster officials William Presser of Ohio and William Bufalino of Detroit, have functioned both as management and labor representatives.

9. Union officials have been guilty of the most gross conflicts of interests, having proprietary holdings in the very business and area with the employees they purported to represent. Closely affiliated union colleagues have gone actively into the business, using the influence of their union to obtain patronage. Cecil Watts had his union's International Teamster insignia on his business cards and on his jukeboxes.

10. The Teamster's Union has evidenced a shocking disregard of the rackets being perpetrated by its locals asserting jurisdiction in this field. James Hoffa, present head of the Teamsters' International Union, has himself helped to furnish two such racket locals to the Detroit underworld. Since at least 1953, he has condoned the publicized *mala fides* of local 985, and its president, William E. Bufalino; and has advanced Bufalino into his personal coterie of counselors.

11. In not a single area of its inquiry has the committee found evidence of benefits obtained by coin machine locals for the employees of the industry, with the fleeting exception of Mr. Baitler's unit of local 349, IBEW, Miami.

12. Coin machine locals having a majority of these characteristics were "racket unions":

(*a*) High dues assessed against union members, but computed on a "per machine" basis. (The employer, ostensibly paying dues for his employees on a checkoff, did not pay per employee, but in accordance with the number of machines he had on location.)

(*b*) Widespread placement of "union labels" on the machines claiming they were serviced by union workmen. (This was not to induce patronage, but to allow for easy visual policing of locations.)

(*c*) Sale of union labels to machine operators. (This permitted the union to levy tribute on the operator's ability to pay, for it was prorated to the number of machines he had on location, not the number of members he employed or were unionized.)

(*d*) Employees' dues were not deducted from wages but paid by employers, who frequently deducted such payments as a "business expense." (This withdrew from the employer's taxable income money he paid to racketeers.)

(*e*) Small union membership compared to other locals in the area, with as few as 30 members in a local.

(*f*) Union membership included self-employed operators; and in some areas, operators employing other union members.

(*g*) Union locals formed and financed by employers.

(*h*) "Sweetheart," "top down" labor contracts signed between an association of employer operators and the union; without the presence or assent of the employees, with wage and hour scales equal or lower than standards actually in effect when the con-

tract was negotiated; usually of long duration (3 to 5 years); and renewed without any material changes in terms. Where contracts recited benefits to employees, they were not enforced. The contracts or their supplements frequently enjoined employees from working for an operator not a member of the employers' association.

(*i*) "Location lists" maintained by the union and/or the association, of all machines in operation; and the requirement that an operator receive a union "clearance" before placing a machine in another location. (Thus, the union determined who could compete for additional locations; and whose locations it would protect.)

(*j*) A high percentage of union officers had criminal records.

13. Management has knowingly used criminals to increase its sales. It has condoned the resulting violence and mayhem as a "liability of the business." From New York to Los Angeles, it has "paid off" in preference to resisting extortionate demands upon it.

14. Conversely, in some areas where small businessmen have sought to resist racketeers, they have received little help from local authorities, and have had to risk their entire resources and even their lives against well-financed and ruthless criminals. The committee believes the such widespread lawlessness threatens the sovereignty of our democracy.

15. Present laws and/or their methods for enforcement have not been adequate to contain the spread of racketeering. In some instances, the vast amount of money available to the criminal member of the organized underworld provided an insulation against prosecution. Frequently, local courts appeared unaware of the need for effective punishment. Some areas had a tradition of such ineffectual law enforcement that victims despaired of help from public officials; and in some localities witnesses had little, if any, protection against underworld reprisal. In Jefferson Parish, La., alliances between criminals and elected police officials not only denuded the citizen of hope of protection against lawlessness, but led to the racketeer use of sheriff's deputies to promote the illegal gambling enterprises.

16. Criminal domination hurt legitimate coin machine and collateral business activities. It foreclosed the public from the benefits of competition, and drove out of the business honest businessmen who refused to pay tribute to hoodlums.

The committee, based upon the testimony and evidence received in public hearings relating to the coin-operated machine industry, makes the following specific findings with respect to the indicated areas:

METROPOLITAN NEW YORK AREA

1. Local 1690, Retail Clerks International Association, possessed many of the attributes common to other labor unions operating in the jukebox field, including charging a fee for union labels to be placed on machines and the use of picket lines to acquire new locations or retain existing locations on behalf of the employer operators.

2. Frank Calland, head of local 1690, resenting competition from Local 254, Retail and Wholesale Department Stores Employees, arranged for the severe beating of James Caggiano, organizer for local 254, forcing Caggiano's withdrawal from the jukebox field.

3. Local 254, RWDS, which had a contract with the Associated Amusement Machine Operators of New York (AAMONY) from 1948 to 1952, served no purpose other than the protection of locations of various operators who were members of the association.

4. Associated Amusement Machine Operators of New York forced local 254 out of existence when the local took in members without requiring them to join the association of operators.

5. James Caggiano, an associate of notorious New York hoodlums and former chauffeur to gangster Meyer Lansky, hardly qualified as a labor union leader. The International Union of Electrical Workers is to be commended for expelling him and his union as "a completely dishonest operation."

6. Although Paul Lafayette of the Retail Clerks International Association granted a charter to local 433, it bore no semblance to a bona fide union but functioned only to protect the locations of the operators. The officials of the Retail Clerks International acted wisely in revoking the union's charter when they became aware of the true situation.

7. Local 531, operated by Al Cohen, was strictly a "racket operation" established to protect locations. It was aptly described as a "fictitious union" by Justice Coleman of the New York State Supreme Court as he issued an injunction to stop its operations.

8. The United Industrial Union was a complete fraud as an international union and was maintained only to give a false front to local 531.

9. When Local 531, United Industrial Union, suspended operations as a result of a court order, individuals from the same hoodlum element established local 19 of the Federated Service Workers Union. They continued a similar racket-type operation, forcing jukebox and game machine operators into their union by raiding locations.

10. The Federated Service Workers Union was a completely fictitious international union similar to the United Industrial Union. John Amalfitano, former president of Federated Service Workers Union, caused charters to be issued for nonexistent unions and issued charters to hoodlums in a variety of trades.

11. The brutal beating of Sidney Saul, along with other evidence, clearly demonstrated that local 19 was a front for the criminal activities of some of New York's worst hoodlums.

12. Although local 19 was enjoined from operating by a court order, the same racketeers continued their activities merely by transferring to local 266 of the Teamsters. This arrangement began shortly after James R. Hoffa became international president.

13. Local 266 of the Teamsters assumed jurisdiction over the jukebox and game machine industry upon the instructions of John O'Rourke, president of Joint Council 16 and a supporter of Hoffa. Although AAMONY preferred local 202 of the Teamsters, the latter refused to enter into a contract with the association since they refused to sell union labels.

14. The same group of racketeers who had run local 19 controlled Teamsters Local 266. This included Max Gulden, Eugene and Herbert Jacobs, and Joseph and Lawrence Gallo. Joseph DeGrandis became president of local 266. It was symbolic that when DeGrandis was previously expelled by the Retail Clerks from local 413, he left behind in the union office a gun and a billy club.

15. The ruthlessness of the leadership of Teamsters Local 266 is demonstrated by the case of Milton Green, an operator who opposed the selection of local 266 by the association. Following a meeting of the operators, Green was ambushed by persons unknown and almost fatally beaten.

16. Hoodlum elements among the operators, including the Gallo brothers, formed a separate association, the United Coin Machine Operators of New York (UCMONY) and signed a contract with local 266. This forced the other operators of AAMONY to follow suit, giving local 266 of the Teamsters control in the game machine industry.

17. Closely related to the gangsters operating in the coin machine industry in New York was the money-lending racket known as "shylocking" which was operated by Charles and Bernard Bernoff, Joseph Paige and Irving Mishel. Millions of dollars were loaned at usurious rates of interest to every variety of hoodlum to help finance many enterprises in all fields of organized crime.

THE CHICAGO AREA

1. The criminal syndicate in Chicago took more than $100,000 per year from the jukebox industry by exacting payments in the form of dues through three separate channels. These were the Recorded Music Service Association, Inc., the association of jukebox operators; the coin machine branch of Local 134, International Brotherhood of Electrical Workers; and the Commercial Phonograph Survey (p. 17057).

2. Fred Thomas "Jukebox" Smith, the business representative of local 134 in the coin machine division, by his control of the union was able to force the jukebox operators to maintain membership in these three organizations (pp. 16948–50).

3. Local 134 performed no normal trade-union functions. It provided no benefits for its members, and sought no benefits for them (p. 16953).

4. Major hoodlums in the underworld in 1956 commenced further inroads into the jukebox industry by forcing operators to purchase their supplies of records from the Lormar Distributing Co. This company was owned by Charles "Chuck" English, close associate of such notorious gangsters as Sam "Mooney" Giancano and Paul "The Waiter" Ricca. To force patronage of the Lormar Co., pressure was brought to bear by Jukebox Smith and his union and by Teamster boss Joey Glimco. In this manner, one firm alone lost some $800,000 per year in business to Lormar (p. 17025).

5. Not satisfied with acquiring large segments of the record business, the syndicate made further profits by the counterfeiting and sale of large numbers of phonograph records. Instrumental in this swindle were Charles "Chuck" English of Lormar; George Hilger, alias George Miller; and the Rite Record Co. of Cincinnati operated by Carl Burkhardt (pp. 17077–17090).

6. Through "Jukebox" Smith the underworld extended its tentacles to embrace coin operated game machines in addition to jukeboxes. This they were able to do by formation of the Chicago Independent Amusement Association, Inc., whose executive secretary was Hyman Larner, alias Red Waterfall, a long-time employee of mobster "Dutch"

Vogel. The committee found that this was accomplished by the following:

(*a*) Collusion with Fred Smith's union, local 134. Although no contract existed between the association and the union, the association exacted union dues from the members and used union seals and stationery.

(*b*) Nonjoiners of the association were subjected to destruction of their machines by strongarm men of the syndicate (pp. 17141–17146).

7. Using violence and threats the syndicate raided jukebox locations in the outlying counties surrounding Chicago (pp. 17003–17004).

8. Members of the Music Operators of Northern Illinois sought the assistance of Jukebox Smith to protect their interests from the underworld but Smith returned their money when he found he lacked the influence to protect their locations (p. 17011).

GARY AND LAKE COUNTY, IND., AREA

The committee is compelled by the weight of evidence and testimony to conclude that, beginning in 1953, the coalition between hoodlums and public officials of Lake County, Ind., maintained a sanctuary for illegal activities, with the result that a small, struggling union found it impossible to function, and small independent business establishments were forced out of business.

The laws of the State against gambling and prostitution were not enforced when such enforcement involved the members of the underworld syndicate, and the evidence shows that this privilege of monopoly in illicit enterprises granted by Metro Holovachka, the public prosecutor, to the underworld syndicate was a direct and causing factor in the demise of one local union and several legitimate businesses.

Substantial gifts were made by the underworld syndicate operating in East Chicago, Lake County, Ind., to public officials. The best construction possible is that these officials exercised poor judgment. The impunity with which these gambling enterprises operated, however, raises far more serious possibilities.

Metro Holovachka assumed the office of prosecutor of Lake County, Ind., in 1953. Coincident with this event, two developments began to take place:

(*a*) Metro Holovachka's personal finances took a sharp upturn and his actual income far exceeded his salary as a public official.

(*b*) Hoodlums began to assemble in Lake County from a wide area and moved in to pervert and to monopolize coin-operated machines.

Among the hoodlums who came into the area were the following:

(*a*) Anthony Pinelli came to function in bookmaking and pinball gambling fields. Pinelli has been convicted of bootlegging activity and has a long history of association with the hoodlum element.

(*b*) John Formusa operated in the field of prostitution. Formusa was convicted of a narcotic violation and is a known associate of many hoodlums.

(*c*) Thomas Morgano, an alien, attempted to set up criminal control for nearby Porter County. Morgano has been convicted of liquor violations, gambling, assault and battery, and attempted manslaughter.

(*d*) George Welbourn and Steven Sohacki, as well as a number of other hoodlums have managed to escape conviction of serious crime due in great part to the tolerant attitude of Metro Holovachka.

Holovachka's enforcement policy is clearly demonstrated by his testimony that in his 6 years as public prosecutor he had picked up over 150 illegal pinball machines. Supplementing this is other testimony that not one of these confiscated machines belonged to either of the two underworld syndicates operating in his territory.

Metro Holovachka's annual income for the period 1945–50 was less than $5,000. As a public official his salary ranged from $10,500 to $12,000; however, his actual income during this latter period exceeded this amount by 300 to 450 percent. Holovachka refused to reveal the source of some $263,000 in small bills he received over and above his salary.

Holovachka's instruction to his subordinates had the direct effect not only of increasing the power and financial return of the Welbourn-Sohacki underworld syndicate but also of driving out of business the Coin Machine Repairmen's Union, several small but legitimate coin machine enterprises, and one restaurant.

Holovachka defended his failure to enforce laws prohibiting gambling machines by stating that the statutes were being tested in a court in another county. This defense is untenable. His clear obligation was to enforce the law unless prevented from doing so by a court competent to act in this matter.

Holovachka used the law as if it were his own personal property, as demonstrated by his extra-legal seizure of pinball machines not owned by the favored syndicate.

Walter Conroy held the position bearing the title "Chief Investigator" for the public prosecutor. In this capacity, Conroy's principal function appeared to be of eliminating the independent coin machine operators who tried to compete against the underworld syndicate. His intimidation of small operators and his arbitrary confiscation of machines owned by the independents were devoid of either legal or moral justification.

Mike Kampo, a subordinate of Conroy, received pay as an investigator. The caliber of his work is best illustrated by the fact that a well-known gambling establishment operated next to his store, with his knowledge, for 6 years while he held his position and was not questioned by him.

The committee wishes to commend the honorable course chosen by Chief Deputy Sheriff Harold E. Rayder of Porter County when he was offered a large bribe by Thomas Morgano. Morgano offered Rayder $100,000 for himself and others for 2 years, in return for criminal control of Porter County. Rayder not only resisted the offer but acted so as to bring the attempted bribe to light and punish the offender.

THE DETROIT AREA

1. Auguste Scholle, president of the Michigan AFL–CIO Federation, is to be commended for his efforts to eliminate racket-type coin machine unions under his jurisdiction. He was responsible for causing the revocation of charters for local 737 of the United Electrical Workers and a local of the Retail, Wholesale, and Department Store Employees when he found these unions violated union principles by selling union labels for jukebox machines and used the union picket line to compel operators to use only one type of machine.

He demonstrated his conscientious union leadership and his courage in refusing to issue a charter for a jukebox union to the hoodlum element despite persistent persuasion and the offer of a $10,000 bribe.

2. It was significant to the committee that although Mr. Scholle repeatedly refused to issue a charter for a union in the jukebox industry because methods used violated sound union principles, the jukebox organizers were able to obtain a charter shortly thereafter from the International Brotherhood of Teamsters as local 985.

3. When local 737 lost its charter the members of the Michigan Phonograph Owners' Association transferred their members to local 361 of the Retail Clerks International Association. Roy Small of the association completely dominated both the union and the association. The fact that the association and union operated out of the same office with the association paying part of the union officers' salaries clearly revealed the fraudulent nature of the union.

4. For a fee of $5,000, William Presser, head of the jukebox local in Cleveland, Ohio, along with Leo Dixon of the operators association there, assisted a group of operators in Detroit in setting up an association-union arrangement in the jukebox industry which would protect the interests of the operators. The union established at that time was AFL Federal Local No. 23184 with Eugene Jimmy James in control.

5. There are strong indications that Presser used a part of the $5,000 to pay off unidentified Teamster officials in Detroit.

6. The wives of Teamster officials James R. Hoffa and Bert Brennan were placed on the union payroll by Jimmy James at $100 per week each, although neither did any work for the union. This practice was initiated 1 month after James had raised the "dues" of the members from 50 cents a machine per month to 75 cents per machine. In this manner a total of $6,000 was paid to the wives of Hoffa and Brennan.

7. Little credence is placed in James' previous testimony before a Detroit grand jury (James took the fifth amendment before this committee on all pertinent questions) that the $6,000 paid to the wives was to repay Hoffa and Brennan for a $1,000 loan they each made to assist James in geting his union started. More credulous is the sworn testimony of jukebox owners Brilliant and DeSchryver who said that there was never any need for James to borrow $2,000 from Hoffa and Brennan as the operators furnished sufficient funds to get the union started.

8. The Detroit underworld initiated its control of the jukebox industry in 1946 when the franchise for the Wurlitzer music boxes was given to the Bilvin Distributing Co. Although William E. Bufalino

and Samuel J. Tocco were the "front" men for the Bilvin Co., the committee found that the central figure in this company was Angelo Meli, once designated as Detroit's Public Enemy No. 1. Closely associated with Meli in this enterprise was John M. "Papa John" Priziola, branded by the Narcotics Bureau as one of the Nation's top figures in the dope racket.

9. The committee finds that the underworld, through the Bilvin Co., extended its influence in the jukebox field by setting up separate companies to handle jukebox routes. These included the T–D Music Co., run by Sparky Corrado, nephew of Pete Corrado, well-known hoodlum; the Jay-Cee Music Co., run by Pete Tocco, a relative of Black Bill Tocco, a major underworld figure; Meltone Music, run by Angelo Meli's nephew, Vince Meli.

10. These companies, through their hoodlum reputations and influence, were able to take about 1,200 of the 4,000 jukebox locations in Detroit away from the operators linked up with the association and Jimmy James' union.

11. Bufalino and his associates, having gained control of over 25 percent of the jukebox locations in the city, then set out to protect their interests with a controlled union. This they accomplished by first persuading the existing association and union to permit them to join up without returning the locations they had taken away from the members. This constituted a complete surrender on the part of the association's members. Of major significance in this development was that Bufalino was to be James' assistant at the union.

12. When the charter for local 23184 was canceled as a result of the 1947 Detroit grand jury, James R. Hoffa arranged for the use of Teamster Local 985 as a jukebox local. Although this local was designated "Service Drivers and Helpers, Car Washers & Garage Employees Union," the initial group taken into 985 when reactivated was the coin machine operators and their employees.

13. The following, as established by the record, causes the committee to conclude that local 985 was not a legitimate union but rather primarily a racket operation through which Bufalino promoted the interests of himself and his associates:

(*a*) Bufalino controlled the operation of local 985 as business agent.

(*b*) Although Jimmy James discontinued active association with local 985, and in fact left the Detroit area, he remained on the union payroll from 1947 to November 1950.

(*c*) The associates of Bufalino set up in the operating end of the business, such as in the Meltone Co., the Jay-Cee Music Co., and the T–D Music Co., continued to jump locations of the other association members despite the promise of James Hoffa that Bufalino would be fair and play no favorites.

(*d*) The carwash employees who were taken into the union were exploited by Bufalino and other union officials. Their wages were decreased and working standards reduced. There were no provisions for fringe benefits or welfare plans.

(*e*) The hoodlum-operated companies of Meltone Music and T–D Music were not required to unionize.

(*f*) Several Teamster business agents, including ex-convicts Cecil Watts and Morris Coleman, were able to use their union connections to enter the coin machine business on their own.

(*g*) Despite his $20,000 a year salary drawn from local 985, Bufalino, in addition to a generous expense account and a union-purchased Cadillac, also received substantial sums of money from Detroit Teamster Local 299 as well as 985 for legal services. This included payment of hotel bills while in attendance at the Hoffa trials at Washington, D.C., and New York City, totaling $13,749 for the years 1957 and 1958, although Bufalino was not a member of the Bar of the District of Columbia, State of New York, or the State of Michigan.

THE JEFFERSON PARISH, LA., AREA

1. Alliances between corrupt public officials and members of the underworld in Jefferson Parish, La., enabled the racketeers to control the jukebox, pinball, and slot machine business in that area. This situation has prevented any attempts to unionize in the industry from gaining any headway.

2. Carlos Marcello, key underworld figure, controls the jukebox and game machine business throughout Jefferson Parish, as well as gambling and other illegal activities. Associated with him in these "rackets" is his brother, Vincent, and other relatives.

3. A license to operate a radio transmitter was issued to Vincent Marcello by the Federal Communications Commission for use by the Marcello enterprises to dispatch servicemen for the repair of coin machines.

4. Evidence before the committee demonstrated that illegal gambling and vice flourished with immunity in Jefferson Parish, La. Testimony was received that deputies of the office of Sheriff William C. Coci used their authority to promote a jukebox and pinball machine monopoly for the benefit of the Marcello enterprises.

5. Sheriff Coci as the chief law enforcement officer for the parish knew, or should have known, of the existence of this situation. He refused to accept the committee's invitation to appear and answer questions concerning testimony and evidence which would reflect against him.

The committee is of the opinion that a public official responsible for the enforcement of law who refuses to accept an invitation to appear before a U.S. committee, is not worthy to hold his office.

THE LOS ANGELES AREA

1. In Los Angeles, as in many other communities, the membership of the union in the jukebox industry, namely, local 1052, International Brotherhood of Electrical Workers, was comprised of employers who were also members of the Southern California Operators Association. The association-union combine used the sale of union machine labels to finance the union and used the union to force operators into the association. As a result, the small independent operators were defenseless to retain their locations.

2. Local 396 of the Teamsters Union in Los Angeles succeeded in taking over jurisdiction in the jukebox industry from local 1052, IBEW, with the assistance of Joseph "Sugar Joe" Peskin, former member of the Al Capone mob.

3. Local 396, IBT, is headed up by Frank Matula who was convicted of perjury and sentenced to jail. Matula was the subject of a separate committee investigation involving his union's activities to control the garbage industry in Los Angeles.

The committee was amazed to learn that Matula was recently named by James R. Hoffa as an international trustee of the Teamsters.

4. The committee found that local 1052 was also the target for hoodlum infiltration in San Diego, Calif. When Hal Sherry extended his organizing activities to San Diego, he was warned by Frank Bompensiero, prominent San Diego gangster and ex-convict, to discontinue these efforts. When Sherry disregarded this warning and continued his organizing activities, he was brutally assaulted.

5. As a result of this extreme opposition by the underworld, the IBEW revoked the charter of local 1052 and the Teamsters Union moved in assuming jurisdiction in the jukebox industry.

6. Thomas Vaughn and George Seedman, of the Rowe Service Co., made a payoff of $10,000 to Mickey Cohen, prominent Los Angeles gangster, in order to secure Cohen's agreement to refrain from obtaining locations for their major rival, the Coast Cigarette Vendors. This situation serves to demonstrate the illegal power exercised by the underworld over an otherwise legitimate business operation. It further serves to demonstrate the willingness of employers under such circumstances to make payoffs to racketeers and serves no other purpose than to nourish the growth of crime and encourage the underworld to continue its depredations against society.

As was to be expected, Mickey Cohen exercised his constitutional privileges in response to all questions. Among other things, he refused to comment as to why his income tax returns for 1957 reflected an income of only $1,500 and did not include the $10,000 payoff he received.

THE MIAMI AREA

1. Leonard Baitler, of local 349, International Brotherhood of Electrical Workers, organized the mechanics in the jukebox industry with bona fide union objectives in mind including the reduction of a 60- to 70-hour workweek.

2. Charles Karpf, an ex-convict, also started organizing in the jukebox field for local 598 of the Upholsterers International Union, a union with jurisdiction not even remotely connected with the coin machine industry.

3. The operators had formed the Amusement Machine Operators Association of Miami (AMOA) and hired as the business manager one Anthony Randazzo who worked hand-in-hand with Karpf to get the operators into the Upholsterers Union.

4. Karpf and Randazzo had no interest in the welfare of their membership. They let the operators know they were not interested in wages, hours, or working conditions, but only in bringing "stability" to the industry.

5. When Sal Hoffman, president of the International Upholsterers Union learned of the true situation in local 598, he revoked the local's charter—an action for which he is commended.

6. When Karpf lost his charter with the Upholsterers, he immediately obtained a new charter for local 296 from the United Textile Workers of America, a union entirely unrelated to the coin machine industry.

7. In a most suspicious move, William Johnson, business manager of Electricians' Local 349, summarily dismissed the 75 or 80 coin machine mechanics in his union, resulting in their absorption into the Textile Workers Local 296 under duress. The transfer of the mechanics involved, who had paid their $15 initiation fees and $5 per month dues to local 349, a racket-ridden union unconcerned with their welfare, was a gross breach of faith.

8. When Donald Helow, a self-employed operator, refused to join the union despite threats, he was mercilessly beaten by four men including Karpf and Randazzo. Because Robert Norman, business manager of the Southern Music Co., would not join the union, his company's place of business was stinkbombed. They are typical examples of illegal methods used by hoodlums in control of the jukebox union against those who refuse to submit to their demands.

SUMMARY OF COMMITTEE ACTIVITIES AND ACHIEVEMENTS

As the Senate Select Committee on Improper Activities in the Labor or Management Field concludes 3 years of intensive investigation and hearings with the submission of this final report to the Senate, a summary of the manner in which it has functioned is in order .

It should be noted that inquiry was initially instituted by the Senate Permanent Subcommittee on Investigations of the Senate Committee on Government Operations. In its Government procurement investigations it found that racketeers had invaded the field of supplying uniforms to the U.S. Government. Apparently certain local unions were cooperating with such racketeers. This led to inquiry into the status of these unions and the reports they filed with the Department of Labor and the NLRB.

The Government Operations Subcommittee on Investigations, upon delving deeper into certain aspects of the reports filed by unions with Government agencies, encountered evidence indicating that the reports filed by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America were not truthful or accurate.

The Senate Permanent Investigations Subcommittee of the Committee on Government Operations was limited to a study of the efficiency of Government operations and its relations to the public, and while the truth and accuracy of these reports filed with Government agencies were within the jurisdiction of this subcommittee, it was apparent that the scope of investigation would have to be broadened to enable a full-scale investigation of improper activities in the whole field of labor or management.

The chairman, Senator John L. McClellan, of Arkansas, introduced a resolution in the Senate asking for additional authority and a special appropriation to carry on the type of investigation required by the

facts at hand. A similar resolution sponsored by Senator Irving Ives of New York, had been introduced earlier, but this resolution contemplated that jurisdiction would be vested in a subcommittee of the Senate Committee on Labor and Public Welfare. The issue ultimately was resolved by the creation of the Senate Select Committee on Improper Activities in the Labor or Management Field, with Senator McClellan as chairman and Senator Ives as vice chairman. The resolution, adopted by the Senate on January 30, 1957, authorized the Vice President to appoint four Democrats and four Republicans to insure a bipartisan complexion.

The select committee was authorized and directed—

> to conduct an investigation and study of the extent to which criminal or other improper practices or activities are, or have been, engaged in the field of labor-management relations or in groups or organizations of employees or employers to the detriment of the interests of the public, employers or employees, and to determine whether any changes are required in the laws of the United States in order to protect such interests against the occurrence of such practices or activities. (S. Res. 74, 85th Cong., 1st sess.)

Senate Resolution 221, 85th Congress, 2d session, extended the life of the select committee to January 31, 1959, and Senate Resolution 44, 86th Congress, 1st session, further extended it to January 31, 1960. Senate Resolution 249, 86th Congress, 2d session, further extended the life of the committee to March 31, 1960, for the purpose of filing its final report.

On the basis of 104 days of hearings during 1957 in which 486 witnesses were examined, producing 17,489 pages of testimony, the committee submitted a 462-page interim report, which recommended:

(1) Legislation to regulate and control pension, health and welfare funds;
(2) Legislation to regulate and control union funds;
(3) Legislation to insure union democracy;
(4) Legislation to curb activities of middlemen in labor-management disputes;
(5) Legislation to clarify the "no man's land" in labor-management relations.

The committee conducted another 103 days of hearings during 1958 in which an additional 547 witnesses were interrogated, producing an additional 17,919 pages of testimony. In 1959 hearings were held on 63 days, during which 493 more witnesses were examined, producing 10,742 additional pages of testimony.

The grand totals for the 3 years of 1957, 1958, and 1959 were 270 days of hearings, 1,526 witnesses, and a staggering total of 46,150 pages of testimony.

In 1957 there were 66 witnesses who took the fifth amendment in their appearances before the committee. In 1958 this total rose to 122, and in 1959 it reached a peak of 155, for a 3-year total of 343. Thus approximately one witness out of five pleaded privilege against self-incrimination.

A 2-volume second interim report, consisting of 687 pages, was made by the committee in August and October 1959. The final report,

consisting of four volumes, is being currently issued by the committee.

In 1959 the Kennedy-Ervin bill, S. 1555, 86th Congress, 1st session, was introduced in the Senate and approved, after inclusion of the "bill of rights" section sponsored by Chairman McClellan. The House passed the Landrum-Griffin bill. A conference committee ultimately reached agreement on the measure now known as the Labor-Management Reporting and Disclosure Act of 1959, which passed in both the Senate and the House, and was signed by President Dwight D. Eisenhower on September 14, 1959. Thus the legislative purpose for which the select committee originally had been constituted had now been served.

The committee desires, however, to cite some facts and figures which highlight the prodigious effort that went into its long and strenuous investigation.

A staff of attorneys, investigators, and accountants of established competence and integrity was recruited early in 1957, with six staff members of the Senate Permanent Subcommittee on Investigations forming the nucleus. Eventually a total of 34 assistant counsel and investigators were deployed on field investigations all over the United States, with their efforts supplemented by an average of 35 to 45 accountants and investigators from the General Accounting Office assigned to the committee by Comptroller General Joseph Campbell. The peak was reached during a period in 1958 when 104, including clerks and stenographers, and personnel drafted from some Government departments were engaged in the work of the committee.

The committee is tremendously proud of, and gratefully acknowledges, the staff's great esprit de corps. At no time were operations geared to an 8-hour day or a 40-hour week. Forewarned that a tremendous job had to be done, the staff members readily accepted the challenge and the responsibilities thrust upon them. Work from early morning until late at night, and frequently during the night, became the rule rather than the exception. Saturdays, Sundays, and holidays held no prospect of respite but were merely more days in the week for productive effort. These were, indeed, dedicated people to whom all good citizens owe a debt of appreciation and gratitude for unprecedented industry and devotion to duty.

Members of the staff piled up an impressive total of almost 2,500,000 miles of travel by plane, rail, bus, and private and Government cars in the tireless pursuit of the great mass of evidence finally compressed into 58 printed volumes of testimony adduced at the committee's hearings.

Under a committee mandate that testimony of a witness be buttressed by corroborative proof where possible, staff members forwarded to the Washington office a total of 128,204 documents to be photostated for use in the hearings. When to this is added literally hundreds of thousands of photostats supplied by the excellent cooperation of banks, brokerage houses, hotels, companies, investigative agencies, and so forth, the awesome magnitude of the committee's whole project becomes readily apparent.

In their crisscrossing of the Nation, members of the staff, aided in many instances by Federal marshals and investigative agencies, served more than 8,000 subpenas for witnesses and documents in 253 active investigations. The committee's files contain more than 19,000

investigative reports sent in from the field and approximately 90,000 index cards on individuals and corporations. Some of these index cards carry 50 to 60 and more entries of cross-references to other files in which the name of an individual or company also appears.

At the time of the preparation of this report, a vast array of books and records already had been returned to persons and concerns from whom they had been subpenaed, but the committee still retains more than 1,900 bulky exhibits in 85 large file drawers. As an example of what is contained in a bulky exhibit, one selected at random pertaining to an individual had the following contents: Bank and brokerage accounts and related ledger sheets and canceled checks, loan accounts, hotel records, telephone toll tickets, bond purchase records, joint accounts, contracts, tax returns, and a miscellaneous assortment of receipts, invoices, and so forth.

This great mass of documentation and the gigantic transcript of the hearings conducted by the committee offer formidable and solid support for virtually every section written into the Labor-Management Reporting and Disclosure Act of 1959.

The scope of the committee's investigations has covered a wide range of labor unions and has encompassed a number of the biggest corporations in the United States.

The labor unions investigated—and the list is by no means all-inclusive—included the International Brotherhood of Teamsters and sundry constituent conferences, joint councils, and locals, as well as a great many of the major officials; the Bakery and Confectionery Workers International Union of America; a Teamster affiliate and the Building Trades Council in Scranton, Pa.; the United Textile Workers of America; the Allied Industrial Workers of America (formerly the United Automobile Workers, AFL), which spawned the Teamster "paper locals" in New York; the International Union of Operating Engineers; New York locals of the Amalgamated Meat Cutters and Butcher Workmen of North America; Maxwell C. Raddock and the United Brotherhood of Carpenters and Joiners of America; the Hotel and Restaurant Employees and Bartenders International Union in the Chicago area; the United Automobile Workers, AFL–CIO; the Sheet Metal Workers International Association; and the Independent Newspaper and Mail Deliverers Union of New York and Vicinity, in connection with payoffs in the New York newspaper industry.

The committee also inquired into the operations of a Teamster goon squad in Tennessee and the Southern Conference of Teamsters; the garbage industry in the New York and Los Angeles areas, where collusion between trade groups and teamsters was found; the coin-operated machine industry which involved units of the Teamsters Union, the International Brotherhood of Electrical Workers, the Retail Clerks International Association, and the Allied Industrial Workers, among others; William E. Bufalino and his Teamster affiliate in the Detroit car wash industry; Joe Glimco and his Teamster affiliate in the Chicago taxi industry; Houston Local 74 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers of America; the Barbers International Union; the connection of underworld figures who attended the infamous Apalachin conclave with improper activities in labor unions and in management; the abuses arising from secondary boycotts;

racketeering, and municipal corruption in connection with the jukebox industry in Gary, Ind.; and political campaign contributions by labor and management.

Business entities receiving attention from the committee included such nationally known companies as Anheuser-Busch, Inc.; Sears, Roebuck & Co., and its affiliate, the Allstate Insurance Co.; the Occidental Life Insurance Co.; the Whirlpool Corp.; the Fruehauf Trailer Co.; the Englander Mattress Co.; the Continental Baking Co.; the Morton Frozen Food Co.; the Mennen Co.; Montgomery Ward & Co.; Associated Transport, Inc.; S. A. Healy Construction Co.; Allen M. Dorfman, Paul J. Dorfman, and the Dorfman insurance entities in Chicago; the Detroit Institute of Laundering; the Great Atlantic & Pacific Tea Co.; the overall supply industry in the Detroit area; Food Fair Stores, Inc., and its affiliate, Food Fair Properties, Inc.; the Kohler Co.; the Perfect Circle Corp.; Trans-American Freight Lines, Inc.; Riss & Co., Inc.; Anchor Motor Freight, Inc.; Commercial Carriers Corp.; and Akros-Dynamics, Inc. There were many, many more; the foregoing have been listed merely for the purpose of illustrating the sizes and types of companies whose practices came under scrutiny.

In the field of management consultants the committee devoted considerable time and attention to the vicious practices employed by Nathan W. Shefferman and his Labor Relations Associates of Chicago, Inc., Vincent J. Squillante, Marshall Miller, the notorious John Dioguardi and his Equitable Research Associates in New York, and others of the same ilk.

During the 3 years of its existence, the committee received approximately 150,000 communications, the vast majority of them coming from rank-and-file union members wholeheartedly commending the committee's efforts, and a large proportion of them asking the help of the committe in correcting evils existing in their own labor groups. These letters were an invaluable source of information about improper activities and provided a continuing supply of leads for investigations.

To attempt to chronicle historically the many complex and frequently intriguing situations encountered in an investigation of this kind would require volumes.

Many segments of the American public have a misconception about the function of a congressional investigation. They associate sharp interrogation of witnesses and formal procedures for identification and certification of the validity of exhibits with the atmosphere of a court trial and mistakenly assume that a congressional committee has judicial or punitive powers. This impression is heightened, of course, whenever there is a parade of fifth-amendment witnesses such as this committee has experienced on many occasions during its long series of hearings.

The primary purpose of a congressional investigation is to develop testimony and factual information to enable the Congress to determine in what field legislation is needed and the character and nature thereof.

Congress can institute prosecutive action only in a case where a witness is considered in contempt of Congress. In such a case, the committee before whom the apparent contempt was committed will recommend that the person be cited. The entire Senate will then vote

on a formal contempt citation. This then goes to the U.S. attorney for the judicial district in which the contempt was committed for presentation to a Federal grand jury.

It frequently occurs during the course of testimony at a committee hearing that evidence of a violation of Federal or State statutes comes to light, and there have also been instances where witnesses have deliberately perjured themselves. When such a situation develops, the committee has invariably forwarded the transcript of testimony to the appropriate Federal or State prosecutive agencies for action consistent with the established facts.

As could be expected from the type of investigation undertaken by this committee, the disclosures during its hearings spurred prosecutive activity in many sections of the United States, and a rash of grand jury indictments at the Federal and State levels resulted.

Recently, Attorney General William P. Rogers announced in a letter to Senator John L. McClellan, chairman of the committee, that as a direct result of the revelations made by the committee some 34 indictments have been handed down in the Federal courts of the country.

One of the most outstanding developments of the hearings was the impeachment and removal from office of Judge Raulston J. Schoolfield by the Tennessee State Legislature. Subsequently, Schoolfield was disbarred following action taken by the Tennessee State Bar Association in conjunction with the Chattanooga Bar Association. Testimony before the committee showed that $18,500 from Teamster Union funds had been used to fix a case in Judge Schoolfield's court involving members of the Teamster goon squad operating in Tennessee and other Southern States.

In Portland, Oreg., the district attorney, William Langley, was forced out of office and, as of this writing, is the subject of disbarment proceedings as the result of committee disclosures of an alliance between Teamster officials and an element seeking to control organized vice and Langley's direct involvement with both groups.

Dave Beck, who took the fifth amendment before the committee more than 150 times, and whose retirement as general president of the International Brotherhood of Teamsters was speeded by the committee's exposure of his speculations, has figured in a number of legal repercussions. He was convicted of grand larceny in 1957 in the State of Washington for taking $1,900 from the sale of a union-owned Cadillac. He appealed this conviction and also a conviction in February 1959 for evading the payment of $240,000 in income taxes and filing false returns. The conviction for grand larceny was affirmed by the Supreme Court of Washington on February 3, 1960. In the tax case he was sentenced to 5 years in prison and fined $60,000.

Beck's son, Dave Beck, Jr., also was convicted of grand larceny and fined $2,000, but a jail sentence was deferred for 3 years on condition that he make restitution of the money he had taken.

The New York garbage industry hearings resulted in the conviction for extortion in Nassau County, N.Y., of Vincent Squillante, executive director of a trade group; his brother, Nunzio Squillante; and Bernard Adelstein, secretary-treasurer of Local 813 of the Teamsters. A reversal of these convictions by the appellate division has been appealed. Vincent and Nunzio Squillante, along with Carmine DeCabia, an employer, have been indicted by a Federal grand jury

in Brooklyn for fraud in the procurement of a garbage contract at Mitchel Air Force Base. Other principals in the same committee hearings—Alfred Fasula, John and Pasquale Guariglia—also have been indicted for extortion and are awaiting trial.

A grand jury at Pittsburgh returned a three-count indictment charging Barney Baker, James R. Hoffa's strong man, with receiving money from Exhibitors Service Co., McKees Rocks, Pa., in violation of the Taft-Hartley Act, and a Federal grand jury in Washington, D.C., indicted Edward F. Weinheimer of the same company on eight counts of perjury after finding that Weinheimer lied to the jury which was investigating the same case. Weinheimer has been convicted on all eight counts and now awaits sentence.

A grand jury at Pittsburgh also returned an 11-count indictment which charged Theodore R. Cozza, a Teamster Union official and close friend of James R. Hoffa, with receiving money from the Pittsburgh Sun-Telegraph in violation of the Taft-Hartley Act.

Sally Thurman Hucks and Violet A. Davis, Woodner Hotel telephone operators, were indicted in the District of Columbia for obstruction of justice for destroying records subpenaed by the committee.

Harold Gibbons, international vice president of the Teamsters and President James Hoffa's executive assistant, was indicted along with five other Teamster officials by a Federal grand jury at St. Louis on February 24, 1960, for making political contributions in violation of the Federal Corrupt Practices Act.

Following hearings before the committee on Local 3 of the International Union of Operating Engineers, Stockton, Calif., four of the local's officers—Victor S. Swanson, Patrick Clancy, Clarence F. Mathews and Porter E. Vandewark—were convicted of grand theft for converting union automobiles to their own use. Clancy is also under indictment for fraud.

In Tennessee, W. A. "Hard-of-Hearing Smitty" Smith and William J. Reynolds, two more Teamster Union officials, have appealed their conviction and 2- to 10-year sentences for assault with intent to murder in connection with an incident described in testimony before the committee. These convictions are under appeal to the U.S. Supreme Court.

In another Tennessee case involving Teamster officials directly connected with the fixing of Judge Schoolfield, Glenn W. Smith and H. L. Boling were indicted for income tax evasion. At the trial, Smith was convicted but Boling was acquitted. Smith's conviction was reversed on appeal.

In Philadelphia, committee records were used to secure indictments against seven men on charges of conspiracy to cheat and defraud Teamster Local 107, one of the largest in the country. Those indicted were Joseph Grace, president of the local; Raymond Cohen, its secretary-treasurer; Benjamin Lapensohn, who was hired by the union to work on a yearbook; Abraham D. Berman and Edward F. Walker, business agents; Joseph E. Hartsough, Cohen's secretary; and John J. Elco, a member.

On January 11, 1960, the Trade Union Courier and two of its publishers, Maxwell C. Raddock and Bert Raddock, were found guilty by the U.S. Court of Appeals in Philadelphia, on charges of violations arising out of their extortion practices in the solicitation of

advertisements from businessmen which were exposed by the committee. The Trade Union Courier was fined $35,000. Max and Bert Raddock, after a contempt conviction, were fined $20,000 and $5,000, respectively.

Eight organizers for the Teamsters Local 107 pleaded guilty on January 5, 1960, in the U.S. District Court in Philadelphia on filing false income tax reports on income which arose out of their union activities under the direction of Raymond Cohen.

In Washington, D.C., Ernest Mark High was indicted for contempt of Congress in that he failed to produce, in response to subpena, the records of the AFL Spotlight, a publication. He entered a plea of "guilty" on February 26, 1960.

In Los Angeles, a Federal grand jury returned a true bill on May 27, 1959, accusing Meyer "Mike" Singer, another close lieutenant of Hoffa and a business agent for Teamster Local 626, of conspiring to create a monopoly in the grease market, as well as Lee Taylor, Hubert Brandt, and Walter Klein, members of Locals 626 and 626–B of the Los Angeles Teamsters Union who were indicted for violation of the antitrust laws.

A Federal grand jury in Washington, D.C., found a true bill against Maurice A. Hutcheson, president of the 800,000-member Carpenters Union, for contempt of Congress for refusing to tell the committee whether he had misused union funds.

Contempt-of-Congress indictments were also voted against William Presser, president of the Ohio Conference of Teamsters; Pete Licavoli, identified in committee testimony as the leader of the old "Purple Gang" in Detroit. The indictment against Presser was based on his refusal to say whether he had destroyed any records after receiving a committee subpena. Presser was convicted in the Federal court in the District of Columbia of contempt of Congress on February 1, 1960, and sentenced to jail for 2 months and fined $100.

A Federal grand jury in New York indicted Harold Gross, president of Teamster Local 320 in Miami, and Cornelius J. Noonan, head of a Jersey City local of the International Longshoremen's Association, on six counts of extortion. They had been named in testimony before the committee as the principals in a shakedown of certain New York newspapers to the tune of more than $300,000. Gross was subsequently convicted and sentenced to jail on December 11, 1959, on income-tax violations arising out of these extortions.

Another aftermath of the committee's investigation of the New York newspaper situation was the indictment of 11 individuals and 1 corporation on June 23, 1959, for violations of the Sherman Antitrust Act and the Hobbs Antiracketeering Act in connection with the wholesale distribution of newspapers and magazines in the Metropolitan New York area.

Those indicted were Irving Bitz, officer and stockholder in the Bronx County News Corp. and the Bi-County News Corp.; Sam Feldman, former president of the Independent Newspaper & Mail Deliverers Union of New York and Vicinity; Stanley J. Lehman, secretary-treasurer of the union; Harry Waltzer, William Walsh, Angelo Lospinuso, and John Lawrence, Jr., union business agents; William Fello, an employee of Bi-County News; Charles Gordon, officer and stockholder in Bronx County News; Michael Spozate, an

officer in Pacific News Co., Inc.; and the Bi-County News Corp. itself. Bitz pleaded guilty to four counts in the indictment on November 16, 1959, in the U.S. District Court for the Southern District of New York and was sentenced to 5 years in a Federal penitentiary and fined $45,000.

Ernest G. Belles, who was ousted from a Buffalo Teamsters local a few years ago and then showed up in Miami, where he became head of Teamsters Local 390, has been named defendant in a true bill charging him with evasion of $3,419 in income taxes in his 1953 return.

A Nassau County, N.Y., grand jury, which investigated racketeering in the jukebox and coin-operated machine industry on Long Island following committee hearings early in 1959 on the same subject matter, has indicted 15 individuals for extortion and related offenses. Among those named defendants were John O'Rourke, an international vice president of the Teamsters, and Joseph DeGrandis, president, and Ernest R. Zundel, secretary-treasurer, respectively, of Teamsters Local 266. Also indicted were the following individuals who appeared as witnesses before the committee: Joseph Gallo, Lawrence Gallo, Eugene Jacob, and Herbert Jacob.

James R. Hoffa's close friend and associate in New York, John Dioguardi, has been confronted with a Federal indictment charging tax fraud. Dioguardi and John McNamara, secretary-treasurer of Teamster Local 808, also were convicted of conspiracy and extortion and sentenced to long prison terms, but the New York district attorney is appealing an appellate division decision which reversed these convictions.

The combined thrust of the committee, the office of New York District Attorney Frank Hogan, the U.S. attorney's office in the southern district of New York, and other prosecutors in the New York metropolitan area has had the effect of decimating the racketeering empire directed by Dioguardi and Anthony "Tony Ducks" Corallo. While some of the paper locals created by Hoffa and controlled by Dioguardi and Corallo have been converted into independent unions and still continue to function, the ranks of the Dioguardi-Corallo cohorts have been appreciably thinned by the wave of indictments and convictions that have been the end product of the great cooperation extended to the committee by these prosecuting agencies and the work of the committee staff.

Arthur and Dominick Santa Maria and David Cosentino, officials of the former United Automobile Workers (AFL) Local 227, which became local 284 in the Teamster "paper local" setup, were indicted for conspiracy, forgery, and grand larceny.

Even before the committee hearings, the Federal and county district attorneys' offices in New York took action against certain labor racketeers who were the subject of the committee's investigation.

Two Dioguardi-Corallo henchmen, Joseph Curcio and George Baker, alias George Semelmacher, were convicted in the U.S. District Court for the Southern District of New York for conspiracy to obstruct justice by hiding records sought by a Federal grand jury investigating labor racketeering. They are now at liberty under bail, pending disposition of their appeal. Curcio is a former president of UAW–AFL Local 649, and Baker is a former organizer of Teamster Local 269.

Max Chester, formerly connected with UAW–AFL Local 227, pleaded guilty to attempted extortion and was sentenced to 5 to 10 years on January 15, 1958, and Milton Levine, formerly of Teamsters Locals 275 and 875, was indicted for conspiracy and extortion and pleaded guilty on October 24, 1957, and was sentenced to 6 years in prison.

Sam Goldstein, a Teamster Local 239 official, was convicted of conspiracy and bribery of a union official, sentenced to 2 years in the New York City Penitentiary on Rikers Island and fined $5,000. Brought before the committee again, Goldstein took the fifth amendment when testimony from other witnesses showed he still continued to hold office and draw salary and expenses of $20,800 a year while residing in prison.

Al Reger and Burl Michaelson, officials of Teamster Local 522, were convicted on three counts of attempted extortion and were given terms of 5 to 10 years. Reger has appealed his conviction.

Sidney Hodes was named defendant in an information charging coercion filed on March 7, 1958. He was secretary-treasurer of UAW–AFL Local 649 and president of Teamster Locals 258 and 362 in the "paper local" setup.

After our hearings, James Cross, president of the Bakery and Confectionery Workers International Union of America, was indicted for perjury before the committee but was acquitted on February 17, 1959. George Stuart, formerly an international vice president of the same union, was not so fortunate. He was convicted of embezzlement in Cook County, Ill., on February 6, 1959. A third official of the same union, Anthony J. Conforti, president of local 1, is under indictment in Cook County.

Shortly before our hearings, Thomas Morgano, a Gary, Ind., hoodlum and a member of the Barbers Association in Chicago, mentioned in our hearings, was indicted in a matter unrelated to the committee's work for attempting to bribe a sheriff's deputy in Porter County. He was ordered deported by the U.S. Immigration and Naturalization Service in August 1959. An appeal of the deportation order has been denied.

The committee is aware that many additional cases are actively being investigated by the law enforcement authorities as a result of the testimony before it during its 3-year life.

Developments growing out of the committee's long investigation were not confined to criminal court activity by Federal and State agencies. There is a long list of other developments. The recital of some of the more outstanding will suffice to point up the many repercussions that result from an investigation of this kind.

Metro Holovachka resigned as an assistant prosecutor of Lake County, Ind., after being called before the committee to explain how he accumulated more than $300,000 from 1952 to 1958 on a salary of $12,000 a year. He denied that any of it came from racketeers and said later that the money represented funds held in trust for clients involved in real estate ventures.

The Bakery and Confectionery Workers Union was ousted from the AFL–CIO, which then set up a rival union, the American Bakery and Confectionery Workers International Union. The latter took over a substantial part of the discredited labor organization.

Lloyd Klenert and Anthony Valente were ousted as national officers of the United Textile Workers of America. The union itself was suspended temporarily from the AFL–CIO but was later reinstated under probationary conditions.

The committee has always felt that self-discipline and adherence to a proper code of ethics by both labor and management are the best deterrents to improper practices and racketeering. It is therefore pleased with the recent action of the Chicago Restaurant Association in setting up a vigorous program of self-discipline, and the formation of a council of restaurant owners in the Chicago area with a rigid code of ethics, indicating a clear-cut departure from past practices which allowed the infiltration of labor racketeering in this industry. The association is to be commended for taking this step in the right direction. It is hoped that other organizations and associations on the part of both management and labor will follow this example and adhere to the principles of self-discipline and strict adherence to a proper code of ethics.

The committee's disclosures of the activities of Nathan W. Shefferman and his firm, Labor Relations Associates of Chicago, Inc., brought two results. Merlyn H. Pitzele, labor editor of Business Week, who was implicated by testimony before the committee, resigned from the magazine shortly after the hearings ended. The United Packinghouse Workers, AFL–CIO, organized the Morton Frozen Food plant in Webster City, Iowa, after committee testimony highlighted the collusion between the Shefferman organization and James Cross of the Bakery & Confectionery Workers to put the company's workers in local 449 of that union.

William E. Maloney resigned as president of the International Union of Operating Engineers soon after committee hearings involving that labor organization, claiming ill health; however, the committee has reason to believe that there is still vast margin for reform of the internal affairs of this union, which in certain areas of the United States has been plagued by racketeer infiltration. Max Block, an international vice president of the Meat Cutters Union, who was also president of the Butchers District Council of New York and New Jersey and of Locals 342 and 640, severed all of his union connections immediately after appearing as a committee witness. His brother, Louis Block, stepped down as director of the Labor Health Institute in New York, which was supported by Locals 342 and 640 of the Meat Cutters. Other officers of the two locals also resigned.

The committee's hearings involving the so-called Mafia leaders who gathered for the Apalachin meeting on November 14, 1957, were designed primarily to show the connections of some of the delegates to the gangland convention with improper activities of labor and management and, secondly, as a general introduction to further hearings emphasizing gangster infiltration of the labor movement. These hearings also had an interesting sequel. A special group from the U.S. Department of Justice succeeded in indicting 27 of those who were at Apalachin on charges of conspiracy to obstruct justice. Subsequently, 20 of the defendants were convicted. Of the remaining seven, four are fugitives, to have had heart attacks precluding prosecutive action, and one was convicted.

While the foregoing events are tangible and recorded, the intangible and unrecorded effects of the committee's operations are undoubtedly

immeasurably greater. It is impossible to estimate the number of bad situations which have been corrected because of the exposures of the committee.

In any investigation of the scope and the length of the one the committee has now concluded, there are hundreds and hundreds of instances of splendid assistance and cooperation extended to the committee and its staff. If this assistance had been withheld, the difficult job the committee had to perform would have been immeasurably more difficult.

Where such cooperation has been forthcoming, it has been committee practice to acknowledge it as expenditiously as possible. There is always the risk in the preparation of a report such as this that in addressing itself to a public expression of gratitude for services performed for and on behalf of the committee, some deserving individual or organization may be overlooked.

Thus, as the committee proceeds to identify some of those whose assistance was particularly invaluable, it desires to emphasize that there is no conscious intention to ignore any person or group that may have contributed to the success of the committee's endeavors.

In the beginning, the committee established liaison with many of the departments and agencies of the Government. Some of them, notably J. Edgar Hoover and his Federal Bureau of Investigation, the Internal Revenue Service, the Department of Justice, the Immigration and Naturalization Service, Harry Anslinger and his Federal Narcotics Bureau, the Department of Labor, the Treasury Department, the General Accounting Office, the Government Printing Office, the General Services Administration, and other designated personnel who were in almost daily contact with the committee staff.

Comptroller General Joseph Campbell and his aides, who made available an average of from 35 to 45 accountants and investigators for long periods of time in many parts of the country, were particularly helpful in relieving staff members of burdensome and time-consuming, but necessary, day-to-day record searching and investigative chores.

In New York, District Attorney Frank S. Hogan and his staff, who have waged unrelenting war against labor racketeering in Manhattan for years, were a tremendous help, as was Police Commissioner Stephen P. Kennedy. Other agencies which were of great help to the committee were the New York Waterfront Commission and the New York State Crime Commission.

Similar cooperation was forthcoming from many other police departments, notably the Los Angeles Police Department and Chief William Parker and Captain James Hamilton of its Intelligence Division; the St. Louis Police Department and Captains John Dougherty and Thomas Moran; the San Francisco Police Department and Chief Thomas J. Cahill; the Dallas Police Department and Lieutenant George Butler; the Minneapolis Police Department and Capt. Don W. Johnson; the Sheriff's Office of Las Vegas, Nev.; and others too numerous to mention. State police departments, particularly those in Pennsylvania and New York, also contributed valuable assistance.

U.S. attorneys in many States, special assistants to U.S. Attorney General William P. Rogers, and Federal marshals and investigative units in many regions are also entitled to the commendation of the

committee, as are the insurance departments of many States, notably New York, Michigan, Illinois, California, and Texas.

Acknowledgment is also forthcoming for the fine support accorded by many crime commissions, particularly the Chicago Crime Commission and Virgil W. Peterson; the Miami Crime Commission and Daniel Sullivan; the New Orleans Crime Commission and Aaron Kohn; the St. Louis Crime Commission and James Connor; the Wichita Crime Commission and Maurice Corcoran and Dan Canfield; and the former New York Anti-Crime Committee, all of whom opened their files to committee investigators.

The committee also acknowledges the support of many private organizations too numerous to mention, and the excellent assistance provided generally by the newspapers of the United States and by radio and television media.

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The chairman, for himself and on behalf of other members of the committee, wishes to express appreciation to the staff of the committee for their unstinting performance of their duties, the many long hours which they have worked, and their devotion to their job over the past 3 years. The committee was unusually fortunate in acquiring such an able staff, whose complete loyalty and dedicated service, under the direction of Chief Counsel Robert F. Kennedy, have enabled the committee to successfully perform its duties.

As in many other Government tasks, the unknown soldier in the ranks often goes unnoticed. The file clerk, editorial clerk, and the stenographer, who toiled 18 hours a day, receive no notice. The investigator or the lawyer who worked late into the night to delve into the hidden and secret dealings of labor racketeers and their management confreres, and to lay the foundation for the hearings and enable the committee to document its findings, receives little credit or public acknowledgment of his accomplishments.

At its peak the committee had a regular staff of 50, and I feel that their work should be recognized and acknowledged. I therefore list the entire group of men and women who were regular members of the staff and who, at some time during the life of the committee, enabled the committee to carry out its assignment, and I gratefully commend them for a job well done.

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[1] Senator Irving M. Ives of New York served as vice chairman of the committee until the expiration of his term on Jan. 3, 1959.

[2] Senator Curtis was appointed on May 8, 1957, to fill the vacancy caused by the death of Senator Joseph R. McCarthy of Wisconsin on May 2, 1957.

[3] Senator Church was appointed on Apr. 22, 1958, to fill the vacancy caused by the resignation of Senator Pat McNamara of Michigan on Apr. 15, 1958.

[4] Senator Capehart was appointed on Feb. 4, 1959, to fill the vacancy caused by the retirement of Senator Ives.

[5] Robert F. Kennedy resigned as chief counsel on Sept. 6, 1959.

LIST OF REPORTS WHICH ARE INDEXED HEREIN

First Interim Report (March 1958):
- Portland, Oreg., hearings on vice control by unions.
- Dave Beck.
- Scranton (Pa.) Building Trade Council hearings, violence.
- Bakery and Confectionery Workers International Union of America.
- United Textile Workers of America.
- New York Teamster "paper locals".
- James R. Hoffa.
- Nathan W. Shefferman and Labor Relations Associates of Chicago, Inc.
- Garbage industry (New York and Los Angeles area).
- Organized union violence in Tennessee and adjacent States.
- International Union of Operating Engineers.

Second Interim Report, part 1 (August 1959):
- James R. Hoffa.
- Teamsters Local 285 and the Detroit Institute of Laundering.
- Allen M. Dorfman and Paul J. Dorfman, the Dorfman Insurance Entities, and the Hoffa-Dorfman Alliance.
- The Great Atlantic & Pacific Tea Co.
- Amalgamated Meat Cutters and Butcher Workmen of North America, Locals 342 and 640.

Second Interim Report part 2 (October 1959):
- Local 107, International Brotherhood of Teamsters, Philadelphia, Pa.
- Maxwell C. Raddock and the United Brotherhood of Carpenters & Joiners of America.
- Hotel and Restaurant Employees and Bartenders International Union, Chicago area.
- Overall supply industry, Detroit area.

Final Report, part 1 (February 1960):
- Secondary boycott.
- Sheet Metal Workers International Association, Chicago area.
- Newspaper industry, New York and vicinity.
- Political campaign contributions by labor and management.

Final Report, part 2 (March 1960):
- The Kohler strike.
- The Perfect Circle strike.
- Richard T. Gosser and Local No. 12, United Automobile Workers, Toledo, Ohio.

Final Report, part 3 (March 1960):
- The criminal syndicate.
- Joseph P. Glimco and Local 777, International Brotherhood of Teamsters, Chicago, Ill.
- James R. Hoffa and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America.

Final Report, part 4 (March 1960): The coin-operated music, amusement, and cigarette-vending-machine industry.

COMPOSITE INDEX TO REPORTS 1417, 621, AND 1139

NOTE.—Page numbers following Rept. 1417 refer to Senate Report No. 1417, 85th Congress, 2d session; those following Rept. 621 refer to the Senate Report No. 621, Parts 1 and 2, 86th Congress, 1st session; and all page numbers following Rept. 1139 refer to Senate Report, parts 1 through 4, 86th Congress, 2d session.

A

Page

AAMONY (Associated Amusement Machine Operators of New York) (*See also* Coin-operated machines)---- **Rept. 1139**—743–767, 859, 860
ABC Board---- **Rept. 1139**—795
ABS Contracting Co---- **Rept. 1139**—504
AFL (American Federation of Labor)---- **Rept. 1417**—10, 132, 161, 220; **Rept. 621**—48, 273, 519–521, 523–526, 552; **Rept. 1139**—144, 145, 153, 158, 160, 246, 264, 276.
  Cleanup campaign, Maxwell C. Raddock---- **Rept. 621**—551–553
  Sponsorship implied, yearbook racket---- **Rept. 621**—525–526
AFL Federal Local No. 23814---- **Rept. 1139**—826, 863, 864
AFL Spotlight (publication)---- **Rept. 1139**—874
AFL–CIO---- **Rept. 1417**—7, 59, 106, 126, 132, 159, 161, 162, 189, 201, 233, 266, 407, 409, 420, 454, 456–458, 461; **Rept. 621**—72, 121, 194, 345, 519, 520, 522–525, 553, 560, 591, 670, 674; **Rept. 1139**—57, 59–61, 65, 67, 258, 276, 823, 863, 876, 877.
  Donations, boycott of Kohler-patronizing charities---- **Rept. 1139**—258
  Sheet Metal Workers-Steelworkers dispute at Burt---- **Rept. 1139**—61, 65
  Teamsters, expulsion of---- **Rept. 621**—525, 560
  Textile workers, expulsion and reinstatement---- **Rept. 1417**—159
AFL–CIO Ethical Practices Code:
  Batalias, Peter, case---- **Rept. 1417**—409
  Block, Louis, Butchers Union---- **Rept. 621**—345
  Compliance with---- **Rept. 621**—674
  Dorfman, Paul, violations---- **Rept. 621**—177
  Operating Engineers Local 138, cleanup---- **Rept. 1417**—407
  Restaurant Workers, Chicago, cleanup---- **Rept. 621**—670
  Reuther, Walter, alleged violations---- **Rept. 1139**—456
  Teamsters Local 107, breach of---- **Rept. 621**—417
  Weber, Peter, applicability---- **Rept. 1417**—420
AFL–CIO Executive Council---- **Rept. 1139**—65, 66, 70
AGVA---- **Rept. 621**—42
AMI, Inc---- **Rept. 1139**—842, 853
AMMO---- **Rept. 1139**—744, 745
AMOA (Amusement Machine Operators Association) (*see also* Coin-operated machines)---- **Rept. 1139**—849, 866
A. & P. Co. (The Great Atlantic & Pacific Tea Co.) (*see also* Block, Max)---- **Rept. 621**—208–213, 215, 217–229, 234, 235, 237–240, 245, 247, 252, 253, 255–257, 261–263, 266–269, 272, 273, 275–283, 285–295, 297, 299–310, 328, 338, 340, 351, 369, 372, 388, 411, 436–438, 441, 445, 448–450, 458, 532; **Rept. 1139**—871.
  Antiunion activities---- **Rept. 621**—210–213
  Bargaining representation, legal remedies available---- **Rept. 621**—256, 257
  Block, Louis, defense by company attorney---- **Rept. 621**—301
  Block, Max, favorable contract offered by---- **Rept. 621**—213–215, 217, 221
  Block supporters, preferential treatment of---- **Rept. 621**—301, 338
  Brooklyn preferential election, 1953---- **Rept. 621**—291, 292

A. & P. Co.—Continued
Butchers Union: Page
Collusive organizational arrangements—Rept. 621—308, 222, 224, 225, 230, 237, 238, 272, 273, 279, 300, 310
Contract, no ratification—Rept. 621—245, 260
Contract, secret supplement to—Rept. 621—257–267, 272
Five-year contract, assurance of—Rept. 621—222
Meetings, union, packing of—Rept. 621—338
Recognition, reasons for—Rept 621—209, 210
Relationship with—Rept. 621—208, 224
Strike threat cited as reason for recognizing—Rept. 621—253
Sweetheart contract—Rept. 621—245, 269
Temporary clerks, union jurisdiction—Rept. 621—300
Three-year contract, retention of 45-hour week—Rept. 621—300, 310
Card-count fraud—Rept. 621—232
Card-count secrecy, reasons for—Rept. 621—235
Coercion of employees:
Card count—Rept. 621—232–234, 276–278
NLRB affidavits re—Rept. 621—232–234, 276–278
NLRB proceedings—Rept. 621—283, 285, 286, 296
Testimony concerning—Rept. 621—294, 296, 297
Contract, legality of—Rept. 621—239
Elections, preferential, 1954–55—Rept. 621—299
Employees coerced to pay union dues—Rept. 621—276–278
Employees, discharge for union activity—Rept. 621—291
Employees, harassment of—Rept. 621—291
Employees return to union, inducement—Rept. 621—297, 298
NLRB, charges filed by employees—Rept. 621—294–298
NLRB elections:
Abandonment of elections, resort to card count—Rept. 621—209
Butchers Union Local 342 contract—Rept. 621—209
Butchers Union Local 400 contract—Rept. 621—209
Interference with orderly elective process—Rept. 621—211
Labor policy, change in—Rept. 621—209
Labor policy prior to 1952—Rept. 621—208
Use of in resisting unionizing—Rept. 621—209
NLRB, fear of legal actions by—Rept. 621—222–224, 225, 230
Organizational setup, size, and income—Rept. 621—208
Organizing, top-down—Rept. 621—208
Padding of eligibility list, NLRB proceedings—Rept. 621—283
Retail Clerks Local 1500:
Elections, representation, petition for—Rept. 621—299
Refusal to bargain, charges filed—Rept. 621—291, 294
Strike called—Rept. 621—291–293
Unfair labor practice charges—Rept. 621—299
Retail, Wholesale and Department Store Local 474, CIO, attempt to freeze out—Rept. 621—222
Saving, 45-hour versus 40-hour week—Rept. 621—216, 217, 262, 263
Secret agreement, continuation of 45-hour week—Rept. 621—232, 268–270, 272, 287
Settlement agreement, effect on employees—Rept. 621—295
Strike threat, Butchers Union—Rept. 621—215, 216
Unfair labor practices, history of—Rept. 621—210, 211
Union shop deauthorization, NLRB proceedings—Rept. 621—283
Welfare fund, change in process—Rept. 621—267
A. & P. Cordage Co—Rept. 1139—661
Aaron, Aaron, Schimberg & Hess—Rept. 1139—559
Aarrasmith, Mr—Rept. 1417—232
Abata, Dominic—Rept. 1139—517–519, 523, 525, 530, 531, 565
Democratic union organizing committee:
Formation for cleanup—Rept. 1139—525
Glimco, Joseph P., efforts to expel—Rept. 1139—525
Secessionist movement—Rept. 1139—526
Teamsters Local 777—Rept. 1139—525
Glimco, Joseph P., background testimony re—Rept. 1139—517, 518
Harassment by Glimco forces—Rept. 1139—525
Teamsters Local 777, presidency relinquished, severance pay—Rept. 1139—518

Page
Abate, Tony---- Rept. 621—15
Able Co---- Rept. 1139—93
Abramoff, Elizabeth, Food Fair stock purchase---- Rept. 621—462, 463
Abramoff, William---- Rept. 621—462
Abrams, Frank---- Rept. 1139—664
Abrams, George J---- Rept. 1139—692, 693
Abstract Title & Guaranty Co., Detroit---- Rept. 621—96–98
Accardo, Anthony "Tony" (Joe Batters)---- Rept. 621—175, 595, 596, 603, 605, 625–627, 630, 639, 640, 646, 648, 652–654, 670, 672, 673; Rept. 1139—496, 497, 524, 527, 567, 739, 741, 774–776, 784, 813, 816, 817, 820.
Champagne, Anthony, resignation induced--- Rept. 621—639, 640, 653, 654
Chicago syndicate head, relations with Paul Dorfman---- Rept. 621—175
Contempt citation recommended---- Rept. 621—670
Crime syndicate leader---- Rept. 621—595, 646, 652
Income indicated in tax report---- Rept. 621—652, 653
Police record---- Rept. 621—652
Restaurant association, crime syndicate connection---- Rept. 621—646, 652
Accardo, John---- Rept. 621—603, 605
Acchione, Columbo, Operating Engineers convention, antiracketeering resolution---- Rept. 1417—433
Ace Cab Co., St. Louis---- Rept. 621—62, 74
Ace's Spider Web---- Rept. 1139—523
Acheson, R. J---- Rept. 1417—52–54, 60
Acid, Teamsters use---- Rept. 1139—11, 13
Acme (*see also* American Stores), change to 40-hour week---- Rept. 621—272
Acme Amusement Co., Portland, Oreg---- Rept. 1417—16–18
Acme Concrete Co., Hialeah, Fla., violence during Teamsters negotiations Rept. 1417—358
Acme Furnace Fitting Co---- Rept. 1139—76, 77, 89, 91, 92
Cronin, Arthur H., owner of---- Rept. 1139—76
Acme Heating Co.:
Sale to Wallace J. Lischett---- Rept. 1139—89, 91
Wells, Emmett D., owner of---- Rept. 1139—89
Acme Secret Service, Ltd.:
Chicago Police Department, investigation of---- Rept. 1139—521, 522
Cost of investigation---- Rept. 1139—522
Acme Stores. (*See* American Stores.)
Acropolis, John---- Rept. 1417—305–309, 328; Rept. 621—566–568
Murder of---- Rept. 1417—309
Adams, Al---- Rept. 1139—212, 230
Adams Associates---- Rept. 1139—664
Adams Packing Association---- Rept. 621—561
Adams, Tom---- Rept. 621—46
Adelizzi, Joseph M---- Rept. 1139—573–575, 668
Areawide negotiations, Teamsters Local 807---- Rept. 1139—574
Central States IBT contracts, comparison with Eastern States Rept. 1139—574
Contract negotiated by, used as pattern---- Rept. 1139—575
Eastern and Central States Conferences, negotiating differences Rept. 1139—574
Hoffa's contracts compared with local 807, IBT---- Rept. 1139—574
Local level bargaining to prevent underworld infiltration-- Rept. 1139—575
Managing director, Empire State Highway Transportation Association Rept. 1139—573
Adelstein, Bernard (*see also* Teamsters Locals 27 and 813)---- Rept. 1417—306–310, 312, 314, 315, 317–319, 324, 325, 328–330; Rept. 1139—695, 722, 872.
Funds, dance ticket sales---- Rept. 1417—325
Income from union---- Rept. 1417—324
Income, increase of---- Rept. 1417—324, 325
Nepotism---- Rept. 1417—324, 325
Squillante, Vincent, cooperation with---- Rept. 1417—324
Teamsters Local 813, misuse of funds---- Rept. 1417—325
Adler, Jay---- Rept. 621—664, 665

Page

Adler Manufacturing Co.:
Violence, evidence of Eugene San Soucie involvement---- **Rept. 621**—56, 57
Violence in picketing---- **Rept. 621**—56
Adler, Maurice. (*See also* Acme Secret Service, Ltd.)---- **Rept. 1139**—521, 522
Adlerman, Jerome S---- **Rept. 1139**—96, 120, 196, 197
Mail Deliverers' Union, difficulties of investigation---- **Rept. 1139**—96
New York Times, cooperation of---- **Rept. 1139**—120
Senate Committee Council---- **Rept. 1139**—96, 196
Vandalism lists, breakdown of---- **Rept. 1139**—197
Violence and vandalism to Kohler employees, list---- **Rept. 1139**—196
Admiral Trading Corp---- **Rept. 1139**—771–773
Adonis, Joe (Joseph Doto)---- **Rept. 1417**—313; **Rept. 621**—71, 75; **Rept. 1139**—496, 501, 746, 771
Advance Electric Supply Co., payoff to George Kamenow---- **Rept. 1417**—293
Advance Junior Dress Corp---- **Rept. 1139**—506
Advertising, union publications, shakedown---- **Rept. 621**—420–425
Aero Realty Co., land transactions, use of holding company to disguise **Rept. 621**—98
Agajinian, S. T. (S. J.):
Penalty for jumping territory---- **Rept. 1417**—304
Teamsters Union Local 396, enforcer---- **Rept. 1417**—304
Aiello, Joseph---- **Rept. 621**—605
Aiges, Louis---- **Rept. 1139**—99
Aircraft Instrument Corp---- **Rept. 1139**—636
Air-way Heating & Ventilating Systems---- **Rept. 1139**—77
Aiuppa, Joey (Joey O'Brien)---- **Rept. 621**—32, 594–596, 602–605, 625, 670; **Rept. 1139**—517
Contempt citation recommended---- **Rept. 621**—670
Dillinger, Karpis, Barker mobs, machineguns supplied to-- **Rept. 621**—594
Gangland activity---- **Rept. 621**—595
Handbook operation---- **Rept. 621**—603
Police record---- **Rept. 621**—594, 595, 603, 604
Subpena dodging---- **Rept. 621**—603
Unions, connection with---- **Rept. 621**—602, 605, 606
Akros Dynamics Corp. (*see also* Contraband arms)---- **Rept. 1139**—636–640, 643, 871
Arms smuggling plane, owner of record---- **Rept. 1139**—643
Naiman, Alvin, Hoffa support of loan for---- **Rept. 1139**—640–642
Plane purchase, financing---- **Rept. 1139**—636, 637
Planes, unsuccessful efforts to sell---- **Rept. 1139**—637
Teamsters loan, efforts to obtain---- **Rept. 1139**—640, 641
Alaimo, Dominick---- **Rept. 1139**—504, 506
Alamo Freight Lines:
Dynamiting planned against---- **Rept. 1139**—12
Violence to---- **Rept. 1139**—12
Alamo Motor Lines---- **Rept. 1139**—7, 12, 16, 18
Albert Lea, Minn---- **Rept. 1139**—324, 330
Aldesario, Felix "Milwaukee Phil" (Phil Alderisio)---- **Rept. 621**—32
Aldor Insurance Agency (*see also* Dorfman insurance companies)---- **Rept. 621**—28–31, 153, 155, 158, 160–162, 167
Accounting of premium collections---- **Rept. 621**—158
Dorfman home furnishings charged as business expense- **Rept. 621**—160–162
Premiums collected, misappropriation by Allen Dorfman-- **Rept. 621**—153
Alessandroni, Walter---- **Rept. 621**—494, 509
Alex, Gussie: Chicago activities-- **Rept. 621**—655; **Rept. 1139**—524, 527, 567, 817
Alexander, Charles---- **Rept. 1139**—397
Alexander, Dr. Herbert---- **Rept. 1139**—131, 136, 137
Director, Citizens Research Foundation---- **Rept. 1139**—131
Money in politics, statements and views---- **Rept. 1139**—136, 137
Algam Corp---- **Rept. 621**—568, 569; **Rept. 1139**—506
Aliotta, Frank---- **Rept. 1139**—819
Allder, H. Clifford---- **Rept. 1139**—603
Allen Cab Co.:
Union cards, refusal of Teamsters to issue to ex-employees--- **Rept. 621**—62
Violence, St. Louis cab strike---- **Rept. 621**—57, 61, 62
Allen, Frank (*see also* Terminal Transport Co.), beating by W. A. "Hard-of-Hearing" Smith---- **Rept. 1417**—331, 332, 334, 335

Page
Allen, Paul ... Rept. 1417—223, 224
Loan to Hoffa ... Rept. 1417—224
Allgauer, Gustav ... Rept. 621—611–613, 615, 625
Arson, Allgauer Fireside Restaurant ... Rept. 621—611, 613–615
Contract, local 450, Restaurant Workers, none signed ... Rept. 621—612, 613
Dues paid, unrecorded on union records ... Rept. 621—612, 625
Payoffs for labor peace ... Rept. 621—611, 612
Payoffs to avoid paying union wages ... Rept. 621—613
Union employees, subunion scale ... Rept. 621—613
Allgauer, Inc ... Rept. 621—611
Allgauer Restaurant ... Rept. 621—611
Allgauer's Fireside Restaurant. (*See* Fireside Restaurant.)
Allgauer's Heidelberg ... Rept. 621—611
Allied Industrial Workers of America. (*See* UAW–AFL.)
Allis-Chalmers Corp ... Rept. 1139—205
All-Rite Belt Co.:
Chernuchin, Sidney, president of ... Rept. 1417—181
Top-down organizing with local 649, UAW–AFL ... Rept. 1417—181, 182
Allstate Insurance Co. (Sears, Roebuck affiliate) ... Rept. 1417—256, 288, 298, 300; Rept. 1139—871
Antiunion drive, cost of ... Rept. 1417—288
Labor Relations Associates:
Antiunion committees, use of ... Rept. 1417—256
Employment of ... Rept. 1417—288
Vote "no" committee ... Rept. 1417—288
Alo, Vincent "Jimmy Blue Eyes" ... Rept. 621—71
Alosio, Willie "Smokes" ... Rept. 621—596, 647, 648
Alpine Carting Service:
Arson, trucks burned ... Rept. 1417—307
Threats to take over business ... Rept. 1417—306, 307
Alro Agency, Inc. (*see also* Dorfman insurance companies) ... Rept. 621—167
Altamuro, Joseph ... Rept. 1417—428
Altimont, Albert J ... Rept. 1417—134, 135
Altimont, Alfred A ... Rept. 1417—134, 135
Alto Knights Club (Cafe Royale) ... Rept. 1139—499
Amalfitano, John Joseph ... Rept. 1139—755, 764, 859
Amalgamated Insurance Agency Services, Inc. (*see also* Dorfman insurance companies) ... Rept. 621—167, 173
Amalgamated Meat Cutters and Butcher Workmen's Union of North America. (*See* Butchers Union.)
Amalgamated Novelty Union, Local 130 ... Rept. 1139—662
Amato, Joseph (Federal Narcotics Bureau, New York): Testimony of ... Rept. 1417—306, 309, 310
Amato, Joseph "Black Joe" ... Rept. 1139—784, 785
Ambrose, Dominic ... Rept. 1139—747
Ambrosia, John ... Rept. 1139—780, 781
American Bakery Co. (*see also* Draper, Keith) ... Rept. 1417—339, 340
American Bar Association ... Rept. 621—488, 507, 508, 510
Canons of ethics ... Rept. 621—507–509
Commission on Organized Crime ... Rept. 1139—742
Section on Criminal Law ... Rept. 1139—742
American Book-Stratford Press, Inc ... Rept. 621—541, 550
American Club ... Rept. 1139—148, 149, 151, 182, 228
Residence for single men on Kohler rolls ... Rept. 1139—148
Strikers evicted by Kohler Co ... Rept. 1139—228, 229
American Co ... Rept. 1417—151
American Federation of Labor. (*See* AFL.)
American Federation of Labor–Congress of Industrial Organizations. (*See* AFL–CIO.)
American Guild of Variety Artists ... Rept. 621—42
American Institute of Social Sciences, Inc ... Rept. 621—542, 544, 545, 554
American Legion ... Rept. 1417—64, 65
American National Bank, Chicago ... Rept. 1417—115
American News Co ... Rept. 1139—106
American Radiator & Standard Sanitary Corp ... Rept. 1139—166, 171, 172, 226, 255
Kohler's major competition ... Rept. 1139—166

Page
American Stores (Acme)---- Rept. 621—272, 411, 433, 436, 437, 439, 440, 445, 448–450, 457, 458
Teamsters Local 107, contract discrimination---- Rept. 621—436, 437
American Trust Co., San Francisco---- Rept. 1417—394, 400
American Weekly---- Rept. 1139—122–127, 129
Gross, Harold, proposal of, declined---- Rept. 1139—124
Payoff to Neo-Gravure for guaranteed delivery---- Rept. 1139—123
Reimbursement of payoffs to Neo-Gravure, total---- Rept. 1139—124
Senate Select Committee report---- Rept. 1139—122–126
Ammerman, Kenny---- Rept. 1139—287, 386
Chairman of bargaining committee, Perfect Circle Corp---- Rept. 1139—287
Perfect Circle guard---- Rept. 1139—287
Ammerman, Warren---- Rept. 1139—399
Amonette, Walter---- Rept. 1139—397
Amoroso, Charles---- Rept. 621—392
Amundson, Lowell E---- Rept. 1417—31–33
Amusement Machine Operators Association (*see also* Coin-operated machines)---- Rept. 1139—849, 866
Anastasia, Albert---- Rept. 1417—310, 313, 327; Rept. 621—75; Rept. 1139—111, 497, 501, 829
Squillante, Vincent, power behind---- Rept. 1417—312, 313
Anastasia, Anthony "Tough Tony"---- Rept. 1139—504
Anchor Motor Freight, Inc---- Rept. 1139—576–578, 580–583, 587, 871
Contract signed with Stickel, Teamsters Local 445---- Rept. 1139—580
Eastern Conference demands, Hoffa attitude---- Rept. 1139—578
Grievances, employee, ruled invalid---- Rept. 1139—581
Matheson, Carney, hired as negotiator---- Rept. 1139—576
Retainer paid---- Rept. 1139—576
Anderson, Ardith L---- Rept. 1139—594, 595
Anderson, Harold---- Rept. 1139—799
Andikian, John---- Rept. 1417—305
Andrews, Paul L. (*see also* B. & S. Motor Lines)---- Rept. 1417—342–346
Anelli, Rose (*see also* Sunrise Sanitation Service)---- Rept. 1417—317, 318
Angelicola, Alfred---- Rept. 1139—490
Angelo, Joseph. (*See* DeGrandis, Joseph.)
Angersola, John---- Rept. 1139—504
Anheuser-Busch, Inc---- Rept. 1417—71–74, 85, 86, 444; Rept. 1139—871
Beck, David D.:
Extortion, favors to K & L Beverage Co---- Rept. 1417—71–73
Payoff for distributorship, K & L Beverage Co---- Rept. 1417—73, 74
Reciprocal arrangement, influence with labor for distributorship---- Rept. 1417—71, 72
Distributorships, 30-day cancellation---- Rept. 1417—72, 73
K & L Beverage Co., Dave Beck, Jr., distributor---- Rept. 1417—71, 72
Aniline & Film Co---- Rept. 1417—289
Anita Dress Co---- Rept. 1139—506
Annes, George---- Rept. 621—666
Anslinger, Harry J---- Rept. 1139—878
Ansoni, Robert (Robert Taylor)---- Rept. 621—603, 604
Antiracketeering Commission---- Rept. 1139—114
Apache Building Corp---- Rept. 621—676, 677
Apalachin, N.Y., meeting (*see also* Mafia; *also* Criminal syndicate)---- Rept. 621—15, 16, 25
Coin machine operators attendance---- Rept. 1139—737, 750, 764
Criminal survey of attendants---- Rept. 1139—487
Detection of---- Rept. 1139—490
Legitimate businesses owned by hoodlums, list---- Rept. 1139—487, 488
Police raid---- Rept. 1139—490, 491
Public attention---- Rept. 1139—508
Apex Music Co---- Rept. 1139—778
Aporta, John A---- Rept. 1139—670
Apple, Harry, Inc---- Rept. 1417—51
Apple, Jack, association with Gus Zapas---- Rept. 621—32
Applegate Chevrolet Co., employment of George Kamenow---- Rept. 1417—293
Archambeault, John---- Rept. 1139—261
Archer-Daniels-Midland case---- Rept. 1417—239, 240
Ardito, Gregory (John "Buster" Ardito)---- Rept. 1139—499

Page
Arenberg, Milton K. **Rept. 1139—74**
Arizona Music Co., Detroit **Rept. 1139—830**
Arms smuggling. (*See* Contraband arms.)
Army, Department of the **Rept. 1139—322, 530**
Army, U.S., grenades, used for Teamster violence **Rept. 1139—13, 16**
Arnold-Constable (New York department store), garbage collection, Teamster harassment **Rept. 1417—319**
Aronoff & Grosberg **Rept. 1417—247**
Arringer, Joe **Rept. 1417—119**
Arrow Overall Supply Co **Rept. 621—677–680**
Arson, Alpine Carting Service trucks burned **Rept. 1417—306, 307**
Asberry, Loren **Rept. 1139—399**
Assault:
Bakery Workers Local 37: Goon squad beating of boy **Rept. 1417—117**
Teamsters Local 229 **Rept. 1417—88, 89, 99**
Associated Amusement Machine Operators of New York (*see also* Coin-operated machines) **Rept. 1139—743, 745–747, 756, 765, 767, 859, 860**
Associated Freight Forwarding **Rept. 1139—585**
Associated Paper Co.:
Gross, Harold, on payroll **Rept. 1139—127**
Lily Tulip Cup Co., contract obtained by Noonan **Rept. 1139—127**
Noonan, Cornelius, on payroll **Rept. 1139—127**
Total payments to Gross and Noonan **Rept. 1139—127**
Associated Transport, Inc. **Rept. 1417—66, 68, 70, 71, 86, 444; Rept. 1139—871**
Brown Equipment Co., loan to Dave Beck, as payoff **Rept. 1417—66–69**
Association of Catholic Trade Unionists:
Appeal from exploited workers **Rept. 1417—179**
McNiff, John, activities of Dio-Corallo controlled locals **Rept. 1417—183–185**
Association of Consulting Management Engineers **Rept. 1139—305**
Association of Music Machine Operators **Rept. 1139—744, 745**
Association of Trade Waste Removers of Greater New York **Rept. 1417—323**
Atkins, George (alias George Gardner, George Roberts, George Murray, George Martin, George Stokes) **Rept. 1417—168**
Attorneys, conflict of interests, committee chairman's ruling **Rept. 621—511–513**
Audritsch, Lewis **Rept. 1417—271, 272**
Auerbach, Pollak & Richardson **Rept. 1417—228**
Austin Fireproof Building:
Dynamiting by Buck Owens **Rept. 1139—13, 15**
Dynamiting, Operating Engineers **Rept. 1139—13**
Auto City Coverall Supply Co **Rept. 621—680**
Auto Leasing Co., Atlanta **Rept. 1417—154**
Auto Rental Co., payoffs to Theodore Cozza **Rept. 1139—651**
Auto Workers' Navy **Rept. 1139—233**
Automatic Canteen Co **Rept. 1139—845**
Automatic Music Guild **Rept. 1139—849**
Automobile, Aircraft and Agricultural Implement Workers of America, United (AFL–CIO). (*See* UAW–CIO.)
Automobile Workers Building Corp.:
Background and purpose **Rept. 1139—423**
Records destroyed by Goerlick **Rept. 1139—314, 433**
Automotive Workers Building Corp **Rept. 1139—306, 307, 313, 314, 407, 414, 423, 424, 426, 428, 430–432**
Axelrod, William (Willie Baker) **Rept. 1139—773**
Azzone, James, Teamsters Local 688, charter secured for by Paul Dorfman **Rept. 621—176**

B

B & B Investment Co **Rept. 1417—68**
B. & S. Motor Lines, Nashville, Tenn **Rept. 1417—342–348**
Bruce, Jimmy, slugging of **Rept. 1417—347, 348**
Harassment by Teamsters Local 327 **Rept. 1417—342**
Independent union formed **Rept. 1417—344**
NLRB investigation of Teamster dispute **Rept. 1417—347**
Teamsters Local 327, injunction against **Rept. 1417—347**

B. & S. Motor Lines, Nashville, Tenn.—Continued
Page
Teamster violence:
Bombings---- Rept. 1417—344
Cost of---- Rept. 1417—343, 344
Harassment of drivers---- Rept. 1417—343, 344
Law enforcement---- Rept. 1417—343
List---- Rept. 1417—342–344
Babcock, John---- Rept. 621—95
Bachman, Mervin M---- Rept. 1417—256, 257, 266, 267, 269
Antiunion activities, Labor Relations Associates---- Rept. 1417—256, 257
Conflict of testimony---- Rept. 1417—266, 267
Management assistance in organizing; Taft-Hartley---- Rept. 1417—257
Backer, Herbert---- Rept. 621—33
Backus, Carl---- Rept. 1139—422
Badura's Shoestore---- Rept. 1139—151
Baer, G. Robert---- Rept. 1139—285, 288, 299, 304
General manager, Perfect Circle Corp---- Rept. 1139—285
Perfect Circle-Local 370, UAW, relations---- Rept. 1139—285
Vandalism to Perfect Circle New Castle plant---- Rept. 1139—288
Baer, Joseph---- Rept. 1139—99–102
Business agent for Deliverers' Union---- Rept. 1139—101
Property damage to trucks, convicted for---- Rept. 1139—101, 102
Bailey, Elbert---- Rept. 1139—398, 399
Baitler, Leonard---- Rept. 1139—850–852, 854, 857, 866
Baker, Barney. (*See* Baker, Robert Barney.)
Baker, Charles---- Rept. 1139—397
Baker Driveaway Co---- Rept. 1417—229, 230, 250; Rept. 1139—43, 576
Baker, George (George Semelmacher)---- Rept. 1417—164, 168, 202, 205, 290; Rept. 1139—662, 875
Baker, Mollie (Mrs. Robert Barney Baker)---- Rept. 621—33, 34, 72, 73, 79
Baker, Robert Barney---- Rept. 1417—254, 449; Rept. 621—14, 32, 33, 57, 68, 70–84, 86, 111, 112, 175; Rept. 1139—25, 27, 28, 49, 111, 502, 653, 674, 853, 873.
Bridge, John, association with---- Rept. 1139—49, 50
Coffey, Tom, comments to---- Rept. 1139—28
Dorfman, Paul, relations with---- Rept. 621—175
Esco Co. case, indications of perjury---- Rept. 621—84
Esco Co. strike, interest in---- Rept. 621—81–84
Gangland associations---- Rept. 621—78–80
Gibbons, Harold J., recruitment of Baker for St. Louis Teamsters Rept. 621—68, 72, 78
Matual, Barney, intimidation of---- Rept. 1139—674
Muscleman for Hoffa---- Rept. 1139—674
Organizing, top-down---- Rept. 1139—25, 28
Payoffs received by---- Rept. 621—77, 83
Police, hiding from, re Hintz murder---- Rept. 621—78
Police record---- Rept. 621—70–74, 77; Rept. 1139—111
Services performed for Hoffa---- Rept. 621—33, 34
Teamster funds for sanitarium---- Rept. 621—79, 80
Teamster organizer, activities as---- Rept. 621—72, 73, 76
Testimony, conflict in---- Rept. 621—79
Violence, St. Louis cab strike, connection with---- Rept. 621—57, 73
Baker, Walter---- Rept. 621—407, 409, 501
Baker, Willie (William Axelrod)---- Rept. 1139—773
Bakery Workers (Bakery and Confectionery Workers International Union) (*see also* Cross, James G.)---- Rept. 1139—141, 271, 870, 876, 877
Convention delegates, publication of names abandoned---Rept. 1417—107
Cooper, Herman, lawyer, suspension order re Curtis Sims---- Rept. 1417—127, 128
Cross, James G.:
Assault on Joseph G. Kane---- Rept. 1417—108
Assault on Louis Genuth---- Rept. 1417—108
Assault on Mr. and Mrs. Nathan Ehrlich---- Rept. 1417—108, 109
Autocratic control---- Rept. 1417—106–109
Dictatorial practices---- Rept. 1417—106–109
Expense vouchers unsupported---- Rept. 1417—120

Bakery Workers—Continued
Cross, James G.—Continued Page
Loan from Martin Philipsborn, Sr---- Rept. 1417—122–126
Misuse of funds---- Rept. 1417—106–109
Personal expenses---- Rept. 1417—119–122
Operations secreted from membership---- Rept. 1417—113
Salaries of officers increased---- Rept. 1417—108
Union funds as trust funds---- Rept. 1417—122
Violence---- Rept. 1417—108, 109
District 1, New York, N.Y---- Rept. 1417—110
District 6, Chicago, Ill---- Rept. 1417—113
Elections, international officers, referendum eliminated---- Rept. 1417—107
Financial report, details lacking---- Rept. 1417—108
Gardone, Frank: Assault on Kane; Genuth; Mr. and Mrs. Ehrlich Rept. 1417—108, 109
Kramer, Joseph: Difficulties with union, violence from pickets Rept. 1417—111
Local 1, Chicago, Ill---- Rept. 1417—113, 114, 122, 123; Rept. 1139—796, 800, 803, 811
Carbonara, Peter, secretary treasurer, loans to Cross from Philipsborn---- Rept. 1417—122–126
Merger, formation by---- Rept. 1417—113
Stuart, George, dispute with Zion Industries---- Rept. 1417—123
Zion Industries:
New contract signed during investigation---- Rept. 1417—123, 124
Organization of candy plant---- Rept. 1417—123, 124
Local 3, New York, N.Y---- Rept. 1417—109, 110, 130, 131
Kralstein, Max, formed local by merger---- Rept. 1417—110
Local 6, Philadelphia, Pa---- Rept. 621—397
Local 37, Los Angeles, Calif---- Rept. 1417—116–119, 121, 129
Crawford, Lester, absenteeism---- Rept. 1417—116
Golden Crust Bakery, Los Angeles, strike---- Rept. 1417—116, 117
Goon squad assault on boy---- Rept. 1417—117
Goon squad, expense account payments---- Rept. 1417—117
Lower, Kay, employed by Cross as organizer---- Rept. 1417—118, 119
Nelson, John, destruction of strike records---- Rept. 1417—116, 117
Organizing expenses, records lacking---- Rept. 1417—116, 117
Records destroyed, investigation hindered---- Rept. 1417—116
Strike benefit records falsified---- Rept. 1417—117
Local 100 (*see also* Stuart, George)---- Rept. 1417—113, 115, 130
Stuart, George:
Admission of moral responsibility---- Rept. 1417—116
Organization drive---- Rept. 1417—114
Personal and union funds commingled---- Rept. 1417—115
Trustee for---- Rept. 1417—113
Union funds, misuse of---- Rept. 1417—114–116
Union funds, autos for Stuart and Cross---- Rept. 1417—115
Local 150, Chicago, Ill---- Rept. 1417—123
Local 300 (*see also* Stuart, George)---- Rept. 1417—113, 114, 130
Conforti, Anthony, secretary---- Rept. 1417—114
Stuart, George:
Admission of moral responsibility---- Rept. 1417—116
Organizational drive---- Rept. 1417—114
Personal and union funds commingled---- Rept. 1417—115
Trustee for---- Rept. 1417—113
Trusteeship hearings---- Rept. 1417—114
Union funds---- Rept. 1417—114–116
Union funds, autos for Stuart and Cross---- Rept. 1417—115
Local 449, Webster City, Iowa---- Rept. 1417—265; Rept. 1139—877
Local 525, New York---- Rept. 1417—107
Lower, Kay, travel expenses from union funds---- Rept. 1417—120, 121
Morton Frozen Foods Co. contract:
Employees dissatisfaction---- Rept. 1417—262–264
International level signature---- Rept. 1417—262
Organization---- Rept. 1417—260–266
Sweetheart contract---- Rept. 1417—265, 266

Bakery Workers—Continued
Mykalo, Frank: Assault on Kane; Genuth; Mr. and Mrs. Ehrlich Page
Rept. 1417—108, 109
Robert's Rules of Order, abandoned ... **Rept. 1417**—107
Senate Select Committee findings ... **Rept. 1417**—128–131
Sims, Curtis, charges preferred against Cross and Stuart
Rept. 1417—126, 127
Stuart, George, assault on Kane; Genuth; Mr. and Mrs. Ehrlich
Rept. 1417—108, 109
Testimonial dinner for Max Kralstein:
Check, $57,000, and other gifts ... **Rept. 1417**—110
Contributions charged as business expense ... **Rept. 1417**—112, 113
Donations out of fear of reprisals ... **Rept. 1417**—111, 112
Fund-raising methods ... **Rept. 1417**—110–113
Gifts, no income tax paid ... **Rept. 1417**—112, 113
Purse used to purchase $40,000 house ... **Rept. 1417**—110
Soliciting employers ... **Rept. 1417**—110–113
Testimonial dinners: Common occurrence—Cross, Schnitzler, Winter, Sims, Kralstein, Bogel ... **Rept. 1417**—112
Trusteeship imposed on locals 100 and 300 ... **Rept. 1417**—113
Balaban, Jack S ... **Rept. 1417**—378, 379, 382; **Rept. 1139**—520, 522, 523, 527, 528, 550
Balfour, Allen ... **Rept. 1417**—248
Balkwill, Howard, payoff, arrangement of ... **Rept. 621**—114–119
Ball Field Tavern ... **Rept. 1139**—750
Ballard, Charles ... **Rept. 1139**—307, 316, 413, 417, 419, 430, 433, 444, 448, 452–456
Bookkeeping criticized by Senate committee ... **Rept. 1139**—453–456
Business interests with Richard Gosser ... **Rept. 1139**—307, 413
Flower fund:
Administrator ... **Rept. 1139**—316, 452
Records ... **Rept. 1139**—316, 452, 453
Ballenger, Edgar ... **Rept. 1139**—399
Baltimore tunnel construction, oil products, use of ... **Rept. 621**—578–588
Bancroft, Dick ... **Rept. 1139**—397, 398
Bangs, J. Harold, Agency ... **Rept. 1417**—64
Bank of America ... **Rept. 1139**—541
Bankendorf, Sam ... **Rept. 1139**—523
Bankers Trust Co ... **Rept. 1139**—648
Banks, Harold ... **Rept. 1417**—144
Banner Mercantile & Supply Corp ... **Rept. 1139**—645, 646
Cohen, Simon, funds supplied by ... **Rept. 1139**—645
Dranow-Cohen company ... **Rept. 1139**—645
Financial condition ... **Rept. 1139**—645, 646
Jackets, Teamster, commissions ... **Rept. 1139**—645
Bannon, Kenneth ... **Rept. 1139**—310
Bansley, James R ... **Rept. 1417**—383, 384
Bar, members of, pleading fifth amendment ... **Rept. 621**—626, 627
Barbara, Joseph Mario, Jr ... **Rept. 1139**—490
Barbara, Joseph Mario, Sr ... **Rept. 621**—15; **Rept. 1139**—487, 489, 490–494, 502, 503
Apalachin meeting at home of ... **Rept. 1139**—487
Canada Dry Bottling Co., business interest ... **Rept. 1139**—489
Gun permit ... **Rept. 1139**—489
Hoodlum visitors, list ... **Rept. 1139**—489, 490
Murders, arrest on suspicion of ... **Rept. 1139**—489
Police record ... **Rept. 1139**—489
Barber, Guy ... **Rept. 1139**—337
"Barber, The." (*See* Scalise, Frank, deceased.)
Barbera, Anthony:
O'Rourke, John, voting for ... **Rept. 1417**—205
Teamsters Local 258, name used on charter ... **Rept. 1417**—205
Barbers Association, Chicago ... **Rept. 1139**—814
Barbers, Hairdressers, Cosmetologists and Proprietors International Union of America, AFL–CIO ... **Rept. 1139**—51–58, 69, 870, 876
Beck, David D., cooperation by ... **Rept. 1139**—57–59
Dictatorial control by president of union ... **Rept. 1139**—56

Barbers, Hairdressers, Cosmetologists and Proprietors International Uniot of America, AFL–CIO—Continued Page
District attorney, Nashville, convictions ... **Rept. 1417—356**
Local 35:
Teamster goons prosecuted re violence ... **Rept. 1417—355**
Teamsters Local 327 tieup ... **Rept. 1417—355**
Violence:
Nashville police, law enforcement ... **Rept. 1417—355, 356**
Tabulation ... **Rept. 1417—355**
Local 760, New York ... **Rept. 1139—51, 56**
Organizing, top-down ... **Rept. 1139—51**
Unions, other, failure to recognize ... **Rept. 1139—51**
Organizational picketing without majority vote ... **Rept. 1139—57**
Picket line:
Crossing by:
AFL ... **Rept. 1139—55**
Musicians Union ... **Rept. 1139—53**
Restaurant Workers ... **Rept. 1139—53**
Teamsters ... **Rept. 1139—57**
Honoring by Teamsters ... **Rept. 1139—53**
Terminal Barber Shops, Inc., organizing of ... **Rept. 1139—51**
Undemocratic practices ... **Rept. 1139—56**
Verdian, Robert, discharge from union position ... **Rept. 1139—56**
Waldorf-Astoria, pressure applied to aid in organizing ... **Rept. 1139—55, 56**
Barclay, Albert ... **Rept. 1417—117–119**
Bakery Workers Local 37, strike benefits, padded by officials ... **Rept. 1417—117**
Barclay, Robert, Inc ... **Rept. 1139—74**
Barden, Blayney. (*See* Barton, Blayney.)
Baring, H. A ... **Rept. 1139—651**
Barken, Leonard ... **Rept. 621—494**
Barker gang, machineguns supplied by Joseph Aiuppa ... **Rept. 621—594**
Barker, George "Red" ... **Rept. 621—603**
Barnes, Barbara (*see also* Bonan Co.) ... **Rept. 1139—614, 615**
Barnett National Bank of Cocoa, Fla ... **Rept. 1139—631**
Barney's Market Club (Yes, Sir, Senator's Restaurant):
Labor peace, partial unionization for ... **Rept. 621—655**
Union benefits, lack of ... **Rept. 621—655**
Barrett, E. J ... **Rept. 621—49, 51; Rept. 1139—704, 705**
Removal from office by Teamsters International ... **Rept. 1139—704**
Restoration to office by Teamsters Local 245 ... **Rept. 1139—704**
Teamster funds, local 245, mishandling of ... **Rept. 621—49**
Barrett, Raleigh ... **Rept. 621—686**
Barringer, Emerson ... **Rept. 1417—268**
Barrios, Nelson ... **Rept. 1139—847**
Barron, Alvin ... **Rept. 621—30**
Barry, Desmond A ... **Rept. 1139—18–24**
Galveston Truck Lines, president of ... **Rept. 1139—18**
Teamsters-carriers boycott, attack against ... **Rept. 1139—21**
Teamster contract demanded ... **Rept. 1139—18–21**
Barry, Leo ... **Rept. 1139—108**
Bartell, Joseph ... **Rept. 1417—90–92, 94–98, 103–105**
Scranton Building Trades Council:
Dynamiting nonunion project ... **Rept. 1417—91–94**
Property damage, nonunion construction company ... **Rept. 1417—97–100**
Threats to Pozusek, nonunion builder ... **Rept. 1417—90, 91**
Bartenders and Beverage Dispensers Union (*see also* Restaurant Workers) **Rept. 621—594, 600, 601**
Barton (Barden), Blayney ... **Rept. 621—433, 436, 438, 439, 445, 450, 461**
Barton, Bernard. (*See* Blaustein, Bernard.)
Barton Trucking Corp ... **Rept. 1139—506**
Bartone, Dominick ... **Rept. 1139—637–644**
Arms smuggling ... **Rept. 1139—641–643**
Barts, Barney ... **Rept. 1139—508**
Bassett, Sam ... **Rept. 1417—35, 39, 51, 52, 60, 87**
Conflict of interest ... **Rept. 1417—60, 87**
Loan of $30,000 from Ruhl ... **Rept. 1417—35, 39**
Profiteering through association with Teamsters ... **Rept. 1417—51**

Page
Batalias, Peter (*see also* Operating Engineers, Local 138)..... **Rept. 1417**—405–409, 411, 438
Beating of, by union goons..... **Rept. 1417**—408
Suspended from union..... **Rept. 1417**—408, 409, 411
Threats against..... **Rept. 1417**—408
Batchfield, Carl..... **Rept. 1139**—396, 399
President, Local 370, UAW–CIO..... **Rept. 1139**—396
UAW–CIO representative at mayor's meeting..... **Rept. 1139**—396
Battaglia, Antonio..... **Rept. 621**—16
Battaglia, Sam "Teets"..... **Rept. 621**—596, 647, 648, 652, 670
Contempt citation recommended..... **Rept. 621**—670
Crime syndicate, connection with..... **Rept. 621**—652
Police record..... **Rept. 621**—652
Battisfore, Ed..... **Rept. 621**—382, 407, 431, 440, 482, 486, 497
Battle Creek Sanitarium..... **Rept. 621**—79
Battle, Louis..... **Rept. 621**—392
Baum, Rolland O..... **Rept. 621**—585–588
Bauman, Jay S.:
Terminal Barber Shops, president of..... **Rept. 1139**—51
Verdina, Robert, contract discussions..... **Rept. 1139**—51, 52
Bay Meadows Race Track..... **Rept. 1417**—41
Bazzano, John, murder..... **Rept. 1139**—829
Beamer, Orville:
Assault upon Harold Billheimer..... **Rept. 1139**—316
Fined by Harold Gosser..... **Rept. 1139**—444
Bean, Crawford..... **Rept. 1417**—364
Bean, Helen..... **Rept. 1139**—293, 301, 397
Beatrice Foods Co..... **Rept. 1139**—590
Beatson, Daniel..... **Rept. 621**—275, 326–334, 336, 361, 369
Block, Max, bodyguard for..... **Rept. 621**—330, 331
Butchers Union:
Funds, concealed expenditure..... **Rept. 621**—328, 329
Local 342, signing employees for..... **Rept. 621**—275
Local 640, hiring controls maintained by..... **Rept. 621**—333
Casale, William, fraudulent card activities..... **Rept. 621**—369
Operations of Butchers Locals 342 and 640, testimony.. **Rept. 621**—328, 329
Organizational activities of Max Block, testimony..... **Rept. 621**—331, 332
Riverhead Duck Processing Corp. strike profiteering..... **Rept. 621**—334
Signing employees, help from management..... **Rept. 621**—275
Threats against Max Block, testimony..... **Rept. 621**—330, 331
Van Iderstine Co., wage contract reopening..... **Rept. 621**—326, 327
Violations of contracts, complaints ignored by Max Block.. **Rept. 621**—333
Zeitler, Martin, pressure on employers to obtain business for.. **Rept. 621**—329, 330
Bebe, Alexander..... **Rept. 621**—429
Beck, David, D., Jr..... **Rept. 1417**—25, 35, 48, 60, 61, 66, 69–73, 75, 85, 86, 298; **Rept. 1139**—872
K. & L. Beverage Co., Anheuser-Busch distributorship.. **Rept. 1417**—71, 72
Police record..... **Rept. 1417**—61
Shelton Co., toy truck venture..... **Rept. 1417**—69, 70
Beck, David D., Sr..... **Rept. 1417**—23, 35, 39, 40, 42, 48, 55–66, 68–87, 193, 194, 197, 199–203, 205, 210, 211, 226, 249, 252, 253, 255, 268, 283, 285, 295–298, 443–446, 448; **Rept. 621**—13, 26, 54, 109, 379, 481, 489, 513, 552; **Rept. 1139**—57–59, 141, 528, 535, 540, 574, 592, 615, 674, 675, 677–679, 702, 872.
Anheuser-Busch (*see also* Anheuser-Busch):
Extortion, distributorship to K. & L. Beverage Co.. **Rept. 1417**—71–73
Influence used, distributorship to K. & L. Beverage Co. **Rept. 1417**—71, 72
Payoff for distributorship to K. & L. Beverage Co.. **Rept. 1417**—73, 74
Reciprocal arrangement, distributorship for labor peace. **Rept. 1417**—71, 72
Apartment house, Honolulu, financing fee, proposed split. **Rept. 1417**—78, 79

Beck, David D., Sr.—Continued
Associated Transport Co.: Brown Equipment Co. loan at Fruehauf's request — Page Rept. 1417—66–69
Burke, A. M., mortgage business, Occidental Life Insurance Co. Rept. 1417—75, 76
Coercion, toy truck sales to Teamster locals — Rept. 1417—69, 70
Cooperation extended to Barbers — Rept. 1139—57–59
Criterion Films, loan, Occidental Life Insurance Co — Rept. 1417—82
Dioguardi, John, charter refused — Rept. 1417—193, 194
Embezzlement of over $300,000 in Teamster funds — Rept. 1417—61–63
Fifth amendment, critical of others invoking — Rept. 1417—83
Fruehauf Trailer Co.:
Payoff for help in proxy fight — Rept. 1417—70, 71
Proxy battle, loan of $1,500,000 for stock purchase — Rept. 1417—66–68
Teamster loan to — Rept. 1417—66–69
Funds for Hoffa trusteeship fight — Rept. 1139—675
Hoffa's delegates, seating of — Rept. 1417—249
Home, financing and sale — Rept. 1417—68
Income tax evasion — Rept. 1417—61
Investment company:
Brokerage commissions — Rept. 1417—80
Violation of trust — Rept. 1417—78–79
Joint Council 28 Building Association:
Loan, repayment of — Rept. 1417—56, 61
Records of loans falsified — Rept. 1417—55, 56
Lacey, Martin, request explanation re new charters — Rept. 1417—200
Landa, Alfons, dividends and profit divided, Fruehauf stock Rept. 1417—68, 69
Larceny, conviction — Rept. 1417—61
Linton Construction Co., real estate transactions — Rept. 1417—81
Loans to Beck:
Joint Council 28 Building Association — Rept. 1417—55, 56, 61
Occidental Life Insurance Co., Los Angeles — Rept. 1417—82
National Mortgage Co., advice from Loomis concerning — Rept. 1417—77
Newell, George C., kickback on premiums paid Occidental Life Rept. 1417—82, 83
Occidental Life Insurance Co.:
Kickback from welfare fund premiums — Rept. 1417—82
Loan, low interest, favor for union insurance business — Rept. 1417—82
Mortgage business — Rept. 1417—75, 76
Real estate deal, secret — Rept. 1417—82
Personal bills paid through Shefferman — Rept. 1417—255
Pitzele, Merlyn S., adviser to Beck — Rept. 1417—296
Police record — Rept. 1417—61
Sears, Roebuck payment of Beck bills — Rept. 1417—283
Shefferman, Nathan W., Teamster funds, to pay personal bills Rept. 1417—58, 61, 63
Teamsters:
Gift, champagne bucket — Rept. 621—26, 27
Select committee findings, 21 charges — Rept. 1417—84–87
Teamsters Western Conference:
Funds, health and welfare, personal use — Rept. 1417—82
Payment of Beck indebtedness — Rept. 1417—255
Wampold, Simon, personal attorney, Teamster payroll — Rept. 1417—76, 87
Beck, Dorothy (Mrs. David D., Sr.) — Rept. 1417—60, 73, 77, 79, 83
Beck-Shefferman:
Conflict of interest, Teamsters and management — Rept. 1417—64
Fruehauf Trailer Co., toy truck venture — Rept. 1417—65, 66
Teamster building deal, fraud in land purchase — Rept. 1417—64, 65
Becker, Max, Food Fair stock purchase — Rept. 621—462, 463
Beckman, Lester — Rept. 1417—22
Beitzell, J. Garrett — Rept. 1417—134, 135
Beitzell Real Estate Agency — Rept. 1417—151
Belcher, Robert — Rept. 1417—352, 354
Bell, Harry — Rept. 1139—397
Bell, Henry (Henry Jaslow) — Rept. 621—424, 426
Bell, Paul — Rept. 1139—387

Page
Bell Telephone Building, Illinois ... **Rept. 1139**—255
Bell, William ... **Rept. 1417**—223, 224, 249
Delegate, Teamster convention, violation of constitution ... **Rept. 1417**—249
Loan to Hoffa, repaid ... **Rept. 1417**—224
Belles, Ernest G ... **Rept. 1417**—254, 358, 449; **Rept. 1139**—501, 502, 875
Bellino, Carmine S ... **Rept. 1417**—50, 63; **Rept. 621**—123, 169–171; **Rept. 1139**—141, 160, 192, 199, 206, 264, 329, 408–410, 635, 644–648, 687–691, 834.
Dorfman, Allen, failure to supply records ... **Rept. 621**—122, 123
UAW bookkeeping procedures ... **Rept. 1139**—264, 329, 408
Belmont Factors, Inc ... **Rept. 1139**—771
Belsky, Joseph, Food Fair stock purchase ... **Rept. 621**—462
Bender, Fred W ... **Rept. 1417**—288; **Rept. 621**—26, 27, 36
Shefferman, Nathan W., attempted employment of Bender ... **Rept. 1417**—288
Bender, George H. (ex-Senator) ... **Rept. 621**—67; **Rept. 1139**—114, 130, 589, 697, 717–720, 730
Chairman, House 1954 labor racketeering investigation ... **Rept. 1139**—717
House committee, Teamster funds re dropping charges ... **Rept. 1139**—589, 717
Teamster antiracketeering commission:
Discontinued, court order ... **Rept. 1139**—698
Interim reports to Hoffa ... **Rept. 1139**—717, 718
Investigative technique, sample ... **Rept. 1139**—114
Results ... **Rept. 1139**—698, 718–720
Salary and expenses of Bender ... **Rept. 1139**—697, 698
Benjamin, Earl T. (*see also* Contraband arms) ... **Rept. 1139**—636–639
Bennett, Clifford O. "Jimmie" ... **Rept. 1417**—30–33
Benning, Mr ... **Rept. 1139**—680
Benton, Joel, Teamster funds received by ... **Rept. 621**—70
Berg, E. W ... **Rept. 1139**—81
Berg, Inc ... **Rept. 1139**—81
Berg, Jules (Jules Bergowitz) police record ... **Rept. 621**—20
Berger, Jack ... **Rept. 1417**—168, 218; **Rept. 1139**—755
Berger, Sam ... **Rept. 1417**—164, 167, 168, 172, 218, 449; **Rept. 1139**—506
Bergowitz, Julius (Jules Berg), police record ... **Rept. 621**—20
Berkowitz, Harry (Harry Reiss, Harry Greenberg) ... **Rept. 1417**—171, 203
Berman, Abraham D ... **Rept. 1139**—873
Berman, Al ... **Rept. 621**—379, 392, 407, 431, 514
Numbers racket, participation in ... **Rept. 621**—379, 392
Berman, Max ... **Rept. 1139**—816, 817
Bernberg, Nate ... **Rept. 621**—646, 647, 649–651
Berndt, Raymond H., UAW regional director ... **Rept. 1139**—285–300, 302–304, 384, 386, 388, 401–403
Arbitration refusal, Perfect Circle, charge ... **Rept. 1139**—384, 385
Arsenal, Perfect Circle, removal from plant ... **Rept. 1139**—295
Bargaining:
Collective, importance of ... **Rept. 1139**—299, 300
Good faith, denied ... **Rept. 1139**—288
Perfect Circle:
Plant, invasion of ... **Rept. 1139**—295, 401
Resistance of unionization ... **Rept. 1139**—286
UAW relationship ... **Rept. 1139**—285
UAW shootings, casualties ... **Rept. 1139**—296
UAW strike:
Attempt to settle ... **Rept. 1139**—292
Cause of ... **Rept. 1139**—286
Union demonstration, bus incident ... **Rept. 1139**—291
Union busting ... **Rept. 1139**—299
Picketing, mass ... **Rept. 1139**—290, 401–403
Photographs, shooting incident, Perfect Circle ... **Rept. 1139**—297
Shooting, Perfect Circle–UAW strike ... **Rept. 1139**—294
Violence, Perfect Circle–UAW strike ... **Rept. 1139**—288, 289, 291, 298, 401–403
Violence, State police action ... **Rept. 1139**—298
Bernie, Lou. (*See* Blaustein, Bernard.)

Page
Bernoff, Bernard ... **Rept. 1139**—860
Bernoff, Betty ... **Rept. 1139**—772
Bernoff, Charles ... **Rept. 1139**—770, 771–773, 860
Bernoff, Jacob (Jewey Cohen), deceased: Police record and background ... **Rept. 1139**—771, 772
Berra, Louis ... **Rept. 1417**—239, 252, 254, 449; **Rept. 621**—59
Bersch, William, Jr ... **Rept. 1139**—202, 275, 374–376, 379, 382, 463
Attack by Kohler strikers ... **Rept. 1139**—202, 203, 376
Injuries suffered ... **Rept. 1139**—202, 376
Bersch, William, Sr. (deceased) ... **Rept. 1139**—203, 275, 377, 379, 382, 463
Attack by Kohler strikers ... **Rept. 1139**—202, 203, 376
Injuries ... **Rept. 1139**—376
Death certificate ... **Rept. 1139**—203
Bertram, Robert ... **Rept. 1139**—400
Bertram, Ruben ... **Rept. 1139**—399
Bertucci, Louis "Toots" ... **Rept. 621**—393–398, 405
Police record ... **Rept. 621**—395
President, Teamsters Local 596 ... **Rept. 621**—395
Best Markets, Philadelphia ... **Rept. 621**—436, 437, 445, 449
Best Motor Lines ... **Rept. 1139**—7
Best Sanitation & Deodorizing Co. (*see also* Marcie, George) ... **Rept. 1139**—522, 525, 549, 566
Bettendorf, Earl P., Teamsters Local 229: Shakedown by Joseph McHugh ... **Rept. 1417**—101–103
Better Business Bureau, New York City ... **Rept. 621**—519, 520, 522, 527
Trade Union Courier, inquiries re ... **Rept. 621**—519, 520
Better Business Bureau, Philadelphia ... **Rept. 621**—421
Beveridge, Bert (B. B.) ... **Rept. 1417**—231, 232; **Rept. 1139**—577
Beverly Woods Restaurant:
Partial unionization; dues withheld from all employees ... **Rept. 621**—655, 656
Shakedown by Local 394, Restaurant Workers ... **Rept. 621**—655, 656
Subunion scale paid ... **Rept. 621**—656
Bi-County News Co ... **Rept. 1139**—98, 99, 102, 105–110, 128, 874, 875
Bitz and Fello, partners in ... **Rept. 1139**—109
Fello, William, organized by ... **Rept. 1139**—107
Monopoly of magazine distribution charged ... **Rept. 1139**—110
Officials of, indicted by Federal grand jury ... **Rept. 1139**—109
Walsh, John P., investment ... **Rept. 1139**—107
Bieber, Alfred A. (*see also* A. & P. Co.) ... **Rept. 621**—212, 232, 236–238, 279, 304, 305
A. & P. Bronx election, attempt to influence ... **Rept. 621**—212, 236
Card count, A. & P. agreement to hold ... **Rept. 621**—232
Card-count secrecy, testimony concerning ... **Rept. 621**—236, 237
Collusive arrangement, A. & P. Co.-Butchers Union ... **Rept. 621**—237, 238
Biedler, E. R ... **Rept. 1417**—232, 250; **Rept. 621**—33; **Rept. 1139**—577
Biever, Edmund J ... **Rept. 1139**—144–147, 149–152, 167, 175, 178, 191–193, 195, 206, 232, 235–241, 247, 273, 274, 345, 346, 351.
Assistant police chief, Kohler, 1934 strike ... **Rept. 1139**—146
"Butcher Boy", name origin ... **Rept. 1139**—149
Cay boat incident ... **Rept. 1139**—236, 240, 241, 351
Clay boats, duties involving ... **Rept. 1139**—232, 351
Kohler concern for employees, reiterated by ... **Rept. 1139**—144
Kohler purchase of arms and ammunition ... **Rept. 1139**—192, 193
Picket line crossing, difficulty encountered ... **Rept. 1139**—345, 346
Plant manager for Kohler Co ... **Rept. 1139**—144, 175, 345
Police record ... **Rept. 1139**—206
Riot guns, use at Kohler Co ... **Rept. 1139**—193
Strike of 1934, first shot fired ... **Rept. 1139**—236, 351
Big Nine Crime Commission, Chicago, evidence supplied by Robert S. Greenfield ... **Rept. 621**—649
Bigelow, Fred ... **Rept. 621**—95
Billboard, The ... **Rept. 1139**—780, 836
Billheimer, Harold ... **Rept. 1139**—312, 315, 316, 414, 417, 419, 443, 445
Assault upon by Orville Beamer ... **Rept. 1139**—316
Gosser acceptance of kickbacks ... **Rept. 1139**—315
Gosser-Willys-Overland vote rigging ... **Rept. 1139**—417

Page
Bilvin Distributing Co---- **Rept. 621**—676; **Rept. 1139**—827-831, 863, 864
Binkowski, William---- **Rept. 621**—385, 386
Binns, Joseph P---- **Rept. 1139**—54, 55
Binns, Keith---- **Rept. 1417**—259–262
Bioff, Willie---- **Rept. 621**—600; **Rept. 1139**—514
Birl, Jack, Food Fair stock purchase---- **Rept. 621**—462, 463
Birthright, William C.:
Barbers International president---- **Rept. 1139**—56
Beck, David, cooperation requested from---- **Rept. 1139**—57–59
Discharge of opponents from office, Barbers Union, AFL---- **Rept. 1139**—56
Bissell, Douglas---- **Rept. 1139**—501
Bitonti, John---- **Rept. 1417**—235, 449
Loan from Teamsters---- **Rept. 1417**—235
Bitz, Irving (alias Morris Grossman)---- **Rept. 1139**—98, 103–105, 107–110, 128, 874, 875
Business interests---- **Rept. 1139**—102
Dioguardi, John, associations with---- **Rept. 1139**—102
Island News Co., formation of---- **Rept. 1139**—108
Police record---- **Rept. 1139**—102, 110
Sherman Antitrust Act, violation of---- **Rept. 1139**—110
Black Angus Restaurant, New York---- **Rept. 621**—242, 244, 267, 268, 311, 312, 328, 329, 331, 333, 341, 364, 371–373, 550
Block family, financial interest of---- **Rept. 621**—311, 312
Bohack Co., accommodations extended by---- **Rept. 621**—312
Union facilities, use of in operating---- **Rept. 621**—312, 333
Black Ball Freight Line---- **Rept. 1417**—52
"Black Bill" (William Tocco)---- **Rept. 1139**—488, 498, 864
"Black Joe" (Joseph Amato)---- **Rept. 1139**—784, 785
"Black Shirt" Sam Ciamataro---- **Rept. 1139**—830
Blackburn, Robert---- **Rept. 1139**—400
Blackburn, Rosco---- **Rept. 1139**—400
Blackburn, William---- **Rept. 1139**—400
Blaier, O. William---- **Rept. 621**—518, 534–536, 554, 556, 557, 561, 563, 572, 591, 592
European trip at union expense---- **Rept. 621**—563
General secretary, Carpenters Union---- **Rept. 621**—563
Weiss, Edward H., business association---- **Rept. 621**—572
Blair, D. H., & Co., New York---- **Rept. 1417**—229
Blake, Perry---- **Rept. 1139**—400
Blakely, James, Local 593, Restaurant Workers (*see also* Restaurant Workers Local 593)---- **Rept. 621**—594–596, 598, 625, 635, 637, 646, 661, 665, 669, 670, 673; **Rept. 1139**—538, 544, 546, 548–550, 552, 553, 560, 561, 568.
Chicago gangsters, association with---- **Rept. 621**—594–598
Conflict of interest---- **Rept. 1139**—560
Dearborn Insurance Agency, connection with---- **Rept. 1139**—538, 539, 541, 542, 546, 548, 550, 552, 553, 560
Health of; appearance before select committee---- **Rept. 621**—670
Organizer, local 658, drug stores---- **Rept. 621**—596, 597
Picket line surplus traced to---- **Rept. 621**—635, 636
Police record---- **Rept. 621**—595–597
Blank, Samuel (Blank & Rudenko)---- **Rept. 621**—439, 440, 442, 443, 450–457, 459, 479, 516
Food store organization, leader of---- **Rept. 621**—439, 440
Lapensohn, Benjamin:
Loans to---- **Rept. 621**—453, 454
Tieup---- **Rept. 621**—439–479
Stock, Food Fair, to union officers---- **Rept. 621**—452, 453, 469, 473, 476
Blankenford, Maj. Paul---- **Rept. 1139**—809, 810
Blatt, Theodore---- **Rept. 1139**—746, 763
Blatt, William---- **Rept. 1139**—849, 850, 855
Blatz Brewing Co---- **Rept. 621**—655, 674
Guzik, Jake "Greasy Thumb," income from Blatz---- **Rept. 621**—674

Page
Blaustein, Bernard (alias Bernard Barton, Lou Bernie) -- Rept. 1139—661–663, 666
Hoodlum connections ---- Rept. 1139—662, 663
Narcotics trafficking ---- Rept. 1139—661, 662
Police record ---- Rept. 1139—663
Teamster Local 805 connections ---- Rept. 1139—661, 662
Blaustein, Miss Frances ---- Rept. 1139—661
Bledsoe, Mary Lou:
Decoy in scheme to waylay taxicabs ---- Rept. 621—59
Taxi violence, threats against testifying ---- Rept. 621—60
Teamster officials, implication of ---- Rept. 621—59, 60, 67
Bleigh, Walter ---- Rept. 621—361
Bliss, R., Teamster gift, champagne bucket ---- Rept. 621—26, 27
Bliss, Roger ---- Rept. 1139—240, 245, 369, 370
Block, Alvin ---- Rept. 621—357, 358, 373
Block, Lester:
Card count, exploring legal aspects of ---- Rept. 621—216
Signing employees, help from management ---- Rept. 621—252
Block, Louis ---- Rept. 621—301, 310–315, 318, 319, 325, 327, 332, 333, 339–375, 460, 473, 475, 528–530; Rept. 1139—877
A. & P. Co. attorney, defended by ---- Rept. 621—301
Black Angus Restaurant, financial interest in ---- Rept. 621—311, 312, 341
Carfano, Anthony, association with, alleged ---- Rept. 621—312
Connecticut General Life Insurance Co., pressure to obtain mortgage ---- Rept. 621—342, 343
Deercrest Country Club, investment in ---- Rept. 621—314
Deercrest Country Club, pressure on businessmen to join -- Rept. 621—313, 314, 318, 319, 325, 327, 328, 343, 344
Ethical Practice Code, AFL–CIO ---- Rept. 621—345
Food Fair Properties, Inc.:
Preferential rights granted ---- Rept. 621—310, 311, 347
Stock purchase ---- Rept. 621—310, 311, 347
Insurance, Butchers Union funds for ---- Rept. 621—311, 333, 338–340, 345, 346
Labor Health Institute:
Administrator of ---- Rept. 621—310, 339, 345
Connections severed ---- Rept. 621—369
Payments from ---- Rept. 621—341, 351
Local 640, Butchers:
Welfare fund, administrator of ---- Rept. 621—310, 345
Withdrawal from presidency ---- Rept. 621—310
Payoff from Max Singer for union insurance ---- Rept. 621—301, 312, 349–351
Raddock, Maxwell C., relationship with ---- Rept. 621—311, 349
Scalise, George, relationship with ---- Rept. 621—341
Singer, Hyman, money received from ---- Rept. 621—349
Stanwich Crest Realty Corp., investment in ---- Rept. 621—342
Union insurance, placement of ---- Rept. 621—345
Welfare and pension funds, connections severed ---- Rept. 621—369
Welfare funds, amounts received from ---- Rept. 621—341, 351
World Wide Press, financial interest in ---- Rept. 621—311, 347–349
Block, Max ---- Rept. 621—213–218, 220, 221, 224–231, 236, 239, 240, 242–244, 247, 248, 253–256, 259–268, 270–273, 287–289, 292–294, 298, 300, 301, 304–314, 316, 318, 320, 323, 325–335, 337–341, 343, 347–349, 351, 352, 361, 367, 369–373, 375, 460, 462, 473–475, 477, 528, 550; Rept. 1139—877
A. & P. Co.:
Advantageous contract offered ---- Rept. 621—213–215, 217, 221
Agreement, secret, with Charles Schimmat ---- Rept. 621—259, 260, 263–267
Card count, recommended as means of recognition -- Rept. 621—215, 216
Labor difficulties, interest in ---- Rept. 621—213
Secret agreement, retention of 45-hour week ---- Rept. 621—287–289, 300, 310

Block, Max—Continued
A. & P. insurance: Page
Brescia, Chappie, discussion with ... Rept. 621—268
Cilento, Sol, discussion with ... Rept. 621—267, 268
Saperstein, Louis, discussion with ... Rept. 621—267, 268
Scalise, George, discussion with ... Rept. 621—267, 268
Automobiles, purchase of, Butchers Union funds ... Rept. 621—357–359
Black Angus Restaurant, financial interest in ... Rept. 621—311, 312
Business for son-in-law, pressure to obtain ... Rept. 621—329, 330, 351, 352
Butcher-Teamsters organizing funds, misappropriation of ... Rept. 621—334, 361, 362
Butchers District Council, president of ... Rept. 621—309
Butchers Union, influence in ... Rept. 621—309, 310
Card count secrecy, reasons for ... Rept. 621—255, 256
Daily routine ... Rept. 621—331–333
Daitch-Crystal Dairies, collusive pension fund arrangement ... Rept. 621—318, 319
Deercrest Country Club, guaranteeing investment in ... Rept. 621—314
Deercrest Country Club, pressure on businessmen to join ... Rept. 621—313, 314, 318, 319, 325, 327, 328, 343, 357
Election, Butchers Union, undemocratic ... Rept. 621—328
Favored treatment to country club investors ... Rept. 621—357
Florida trips at union expense ... Rept. 621—366
Food Fair Properties, Inc., preferential rights granted ... Rept. 621—310, 311, 347, 352–355
Food Fair Properties, Inc., stock purchases ... Rept. 621—310, 311, 347, 352–355
Food Fair stores, pension fund exemption granted ... Rept. 621—310, 311
Forged cards, involvement ... Rept. 621—242, 243
Gifts, union purchase of ... Rept. 621—367
Insurance, union funds for ... Rept. 621—311, 333, 338–340, 369
Life threatened ... Rept. 621—330, 331
Local 342, Butchers, president of ... Rept. 621—309
Local 640, Butchers, succeeds Louis Block as president ... Rept. 621—310
Math, Nathan W., gift to ... Rept. 621—364
Nepotism, employment by Butchers Union ... Rept. 621—310
Organizing activities, testimony concerning ... Rept. 621—331, 332
Organizing without company opposition, proposal ... Rept. 621—216, 219–221
Political contributions, alleged, failure to account for ... Rept. 621—360, 361
President of local 342, interest of A. & P. in continuing ... Rept. 621—301
Racetrack attendance ... Rept. 621—331–333
Raddock, Maxwell C., relationship with ... Rept. 621—311
Riverhead Duck Processing Corp. strike, profiteering re ... Rept. 621—334, 361, 362
Salary advance ... Rept. 621—353
Stanwich Crest Realty Corp., investment in ... Rept. 621—313, 355, 356
Stock purchases, management tips ... Rept. 621—330
Union cars, wrecking of ... Rept. 621—357–359
Union funds:
Amounts received ... Rept. 621—351
Failure to account for ... Rept. 621—357, 368
Misuse of ... Rept. 621—311, 357, 359, 364–368
Union-management contract collusion ... Rept. 621—325, 326
Union positions, resignation from ... Rept. 621—369
Van Iderstine Co., loan from ... Rept. 621—325
Violations of contracts, ignoring of complaints ... Rept. 621—333
Wedding present to daughter; union funds ... Rept. 621—359, 360
Welfare fund, change in procedure ... Rept. 621—267
Welfare fund payments to ... Rept. 621—312
Work stoppage, threat of ... Rept. 621—216, 226, 253, 255, 256
Zeitler, Martin, business obtained for ... Rept. 621—328, 329
Block, Paul ... Rept. 1139—312, 313
Blue Cross Insurance ... Rept. 1139—715
Blue Ribbon Dairy Co ... Rept. 621—654
Blueprint and Photostat Union ... Rept. 1139—503
Blum, George ... Rept. 1139—527
Blum, Irving ... Rept. 1139—633, 634

Page
Blumenfeld, Joseph ... Rept. 1139—615, 622
Blumenthal, Louis, "One-Arm Louie" ... Rept. 1139—772
Blumetti, Joseph, Teamsters:
Action against, urged by cleanup committee ... Rept. 1139—720
Autocratic control; opposition declared ineligible ... Rept. 1139—714, 715
Employers, shakedown of ... Rept. 1139—713, 714
Hoffa, James, supporter of ... Rept. 1139—713
Police record ... Rept. 1139—713, 715
Union positions ... Rept. 1139—713
Board of Monitors (*see also* Monitors, Board of; *also* Hoffa, James R.: Monitors) ... Rept. 621—50; Rept. 1139—615, 726
Broad Street Hickory Grill Corp ... Rept. 1139—771
Boccia, Ferdinand "Shadow" ... Rept. 1139—499, 500, 501, 504
Bodiker, Paul ... Rept. 1139—398
Bogel, Alter ... Rept. 1417—112
Boggs, Emanuel ... Rept. 1417—145
Bogle, Bogle & Gates ... Rept. 1417—52
Bohack, H. C., Inc. ... Rept. 621—312, 327, 328, 330, 351, 372
Black Angus Restaurant, accommodation extended to ... Rept. 621—312, 328
Butchers Union journals, advertising in ... Rept. 621—328
Zeitler, Martin, business awarded to ... Rept. 621—328, 351
Boilermakers Union Local 74, Houston ... Rept. 1139—870
Bokal, John:
Police record ... Rept. 621—424
Shakedown for magazine ads ... Rept. 621—422–425
Bolger, Joseph ... Rept. 621—24
Boling, H. L ... Rept. 1417—360–365, 367, 370; Rept. 621—6; Rept. 1139—710–713, 873
Attorney fees, cost to Teamsters ... Rept. 1139—712
Bribery of judge ... Rept. 1417—360–362
Funds, Teamsters, to bribe judge ... Rept. 1139—710
Police record ... Rept. 1417—360; Rept. 621—6; Rept. 1139—710
Secretary-treasurer, Teamsters Local 515 ... Rept. 1139—710
Suspension of, unenforced ... Rept. 1139—711–713
Teamsters Local 515 secretary-treasurer ... Rept. 1417—360
Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—6
Bolinger, Herschel ... Rept. 1139—293, 397
Bolman, John E ... Rept. 1139—313, 314, 316, 418, 419, 426–432
Automobile Workers Building Corp. records ... Rept. 1139—432
Expelled from UAW by Reuther ... Rept. 1139—313, 431
Legal action against Gosser and union ... Rept. 1139—313, 431, 432
Misuse of funds charged against local 12, UAW ... Rept. 1139—313
Murphy, Walter, conflict between ... Rept. 1139—313, 430
Toledo Blade, financial assistance from ... Rept. 1139—313
Willys-Overland-Gosser voting arrangement ... Rept. 1139—418
Bommarito, Grace ... Rept. 621—677
Bommarito, Joseph (St. Louis) ... Rept. 621—58–60, 62–65
Assault upon James Ford, participation in ... Rept. 621—58
Business agent, Teamsters Local 405, appointed as ... Rept. 621—62
Goon squads in St. Louis taxicab strike ... Rept. 621—59
Turning over cab, injury to back ... Rept. 621—59
Union funds, use of for hospitalization ... Rept. 621—60
Violence ... Rept. 621—59, 64
Bommarito, Joseph "Scarface" (Detroit) ... Rept. 621—15, 21, 675–677, 686
Biography ... Rept. 621—676
Business interests ... Rept. 621—676
Financial dealings ... Rept. 621—676
Police record ... Rept. 621—676
Bompensiero, Frank ... Rept. 1139—843, 844, 866
Bompet Trading Co ... Rept. 621—370
Bon Bon Pillows ... Rept. 1139—645
Bonacuse, Anthony ... Rept. 1417—90, 91, 96, 103, 105
Threats made to Edward Pozusek ... Rept. 1417—90, 91

Page
Bonan Co.:
Employees council negotiates contract ... **Rept. 1139**—614
Employees, threats against, for leaving Teamsters ... **Rept. 1139**—614
NLRB election, vote for Teamster disaffiliation ... **Rept. 1139**—614
Teamster contract, dissatisfaction with ... **Rept. 1139**—614
Teamsters Local 337, organization by ... **Rept. 1139**—614
Bonan Employees Council. (*See* Bonan Co.)
Bonanse, William:
Damage to striker's car, inflicted by ... **Rept. 1139**—197, 198
Kohler nonstriking employee ... **Rept. 1139**—197
Bonaventure (Bonoventure), John ... **Rept. 621**—16; **Rept. 1139**—490
Bond, Howard F ... **Rept. 1417**—379
Bond Ventilating Co.:
Closed territories, sheet metal business ... **Rept. 1139**—81
Johnson, Cecil L., president ... **Rept. 1139**—79
Shakedown by Sheet Metal Union officers ... **Rept. 1139**—79, 81
Union control of construction bids ... **Rept. 1139**—79, 80
Bonfiglio, Frank (Frankie Mario) ... **Rept. 1139**—764
Bonnano, Joseph "Joe Bananas" ... **Rept. 1139**—490, 502, 504
Police record ... **Rept. 1139**—490
Booth, Davis ... **Rept. 621**—564
Borden Co ... **Rept. 621**—609
Borish, Bernard M ... **Rept. 621**—397, 398, 404, 405
Born, Joseph: Speed king (time-study man) ... **Rept. 1139**—235, 236
Bos Truck Lines ... **Rept. 1139**—35
Boston Herald ... **Rept. 1139**—116
Bott, George J.: Settlement agreement, position of NLRB General Counsel ... **Rept. 621**—295, 298
Bourke, Clyde E ... **Rept. 621**—578–582
Bove, James S.: Extortion, indictment for ... **Rept. 1417**—376
Bower, Art ... **Rept. 1139**—372, 373
Bowers, B. B., Jr ... **Rept. 621**—75
Boyd, Charles ... **Rept. 1139**—400
Boyle "Umbrella Mike" ... **Rept. 1139**—774
Bradford, Amory H.:
New York Times, officer of ... **Rept. 1139**—116
Summation of Neo-Gravure-Times situation ... **Rept. 1139**—116–120
Bradford, Andres ... **Rept. 1139**—387
Bradley, Capt. William E. (*see also* International Longshoremen's Association) ... **Rept. 1417**—210; **Rept. 1139**—628, 629
Bradley, Raymond J ... **Rept. 621**—489, 510, 511
Bradshaw, Paul ... **Rept. 1417**—88–95, 97, 98, 100–102
Bribe offered to ... **Rept. 1417**—102
Scranton Building Trades Council:
Dynamiting nonunion job ... **Rept. 1417**—90–95
Tape recordings re dynamiting ... **Rept. 1417**—95
Brady, John F ... **Rept. 1417**—437
Brady, Philip ... **Rept. 1417**—90–92, 94–98, 103, 105
Branca, John ... **Rept. 621**—322–324
Brandeis, Justice Louis ... **Rept. 1139**—325
Brandt, Hubert ... **Rept. 1139**—874
Branum, Roy ... **Rept. 1139**—594, 595
Braun, Frances. (*See* Frances Schimeal.)
Braund, Cecil ... **Rept. 1417**—380
Braunell, Ltd ... **Rept. 1139**—505
Brayman, John ... **Rept. 1417**—168
Brayton, Tunk ... **Rept. 1417**—232, 233
Breel Stables ... **Rept. 1417**—42–44, 47, 83
Breen, Mike ... **Rept. 621**—122, 123, 156, 157
Breen, Mr ... **Rept. 1139**—847
Brennan, Jim ... **Rept. 1417**—405
Brennan, Owen Bert ... **Rept. 1417**—230–235, 248, 251, 253, 444, 446, 448; **Rept. 621**—1, 14, 16–18, 23, 24, 26, 28, 31, 84, 94, 95, 100, 105, 110, 117, 118, 121, 132, 552; **Rept. 1139**—496, 571, 576, 577, 584, 609, 613, 614, 620, 627, 630, 644, 653, 684–690, 721, 722, 727, 731, 836, 863.

Page

Brennan, Owen Bert—Continued
Bonan Co. employees, threats against ... Rept. 1139—614
Bribe offer by ... Rept. 1139—613
Business interests:
Davidson, Embrel, boxer ... Rept. 1417—233
Financed with Teamsters funds ... Rept. 621—14–19
Hobren Corp. (Mrs. Brennan) ... Rept. 1417—232
Horserace betting pool ... Rept. 1417—233
J & H Sales Co. (Mrs. Brennan) ... Rept. 1139—576
Lake 13 Hunting and Fishing Club ... Rept. 1417—232
National Equipment Co ... Rept. 1417—230
Terminal Realty Co ... Rept. 1139—576
Test Fleet, Inc. (Mrs. Brennan) ... Rept. 1417—230; Rept. 1139—577
Profits, Test Fleet ... Rept. 1139—577
Edward Bennett Williams opinion of ... Rept. 1139—620
Efforts to buy off opposition ... Rept. 1139—613
Funds for Hoffa-Spindel trial defense ... Rept. 1139—684, 685
Gift received, Dr. Leo Perlman ... Rept. 621—105
Gross, Harold, appointed head of local 320 ... Rept. 1139—653
Hoffa, James:
Business ventures with ... Rept. 1139—576
Teamster cleanup ... Rept. 1139—721, 722
Payoff, Detroit Institute of Laundering ... Rept. 621—117, 118
Threat to inform on Hoffa ... Rept. 1139—620, 621, 627, 628
Underworld figures, tieup with ... Rept. 621—14
Union funds, use of, managing prizefighter ... Rept. 621—14–19
Vice president of Teamsters Union, elected as ... Rept. 621—1, 2
Wagering, income from, refusal to testify ... Rept. 621—100
Brennan, Mrs. Owen Bert (Alice Johnson) ... Rept. 1417—230, 234, 250, 253, 444; Rept. 1139—630, 689, 827
Gift, $2,500 fur, from Benjamin Dranow ... Rept. 1139—630
J. & H. Co., investment listed in maiden name ... Rept. 1139—576, 577
Teamster payroll, on ... Rept. 1417—234
Test Fleet, ownership in ... Rept. 1139—577
Union payroll, payoff through ... Rept. 1139—827
Brennan, Sidney L ... Rept. 1417—239, 240, 448
Brennan, William J ... Rept. 621—19–21
Brentowsky, Mr ... Rept. 621—378
Brescia, Frank ... Rept. 621—268
Brescia, Lawrence "Chappie":
A. & P. insurance, discussion with Max Block ... Rept. 621—268
Intermediary, Retail Clerks-A. & P. Co. strike ... Rept. 621—293, 294
Police record ... Rept. 621—268, 294
Brescia, Lorenzo ... Rept. 1139—499
Breslau, Harry ... Rept. 621—319–324, 333, 343, 355, 356
Deercrest Country Club, investment in ... Rept. 621—313, 319, 333, 343
Pension fund payments, failure to make ... Rept. 621—319–321, 324
Breslau Packing & Unloading Co ... Rept. 621—313, 319, 371
Butchers Union contract, pension provision disregarded ... Rept. 621—320, 321
Butchers Union, favored treatment ... Rept. 621—319–322
Butchers Union Local 640, contract with ... Rept. 621—319–322
Deercrest Country Club, investment in ... Rept. 621—313
Working conditions ... Rept. 621—322–324
Breslow, Henry ... Rept. 1139—99
Breu, Peter:
Home demonstration ... Rept. 1139—378
Kohler employee, pottery division ... Rept. 1139—142
Strike attitude in Sheboygan, Wis ... Rept. 1139—142, 143
Brewery Workers Union ... Rept. 1139—257, 264, 421, 679, 683
Brewster, Betty (daughter of Frank Brewster) ... Rept. 1417—86
Brewster, Frank W ... Rept. 1417—8, 9, 11–15, 18–23, 27, 33–37, 39–63, 83, 86, 255, 285, 286, 445, 446, 448, 450; Rept. 1139—535.
Beck, David D., Sr., partnership in gas station ... Rept. 1417—48, 49
Conflict of interests ... Rept. 1417—45, 48, 49
Galeno, Fred, survey, garbage industry ... Rept. 1417—48

Brewster, Frank W.—Continued Page
Pacific Inter-Mountain Express, Teamsters funds used to aid.. **Rept. 1417—52**
Partnership, Breel Stables..... **Rept. 1417—41, 43, 44, 83**
Partnership, Needmore Stables..... **Rept. 1417—47, 48**
Select committee findings..... **Rept. 1417—58–60**
Teamster funds, misuse of..... **Rept. 1417—41–58**
Brewster, John..... **Rept. 1417—11**
Bricklayers, Masons & Plasterers International Union, AFL... **Rept. 1139—507**
Bridge, John..... **Rept. 1139—32, 33, 36, 40–51**
Background in trucking industry..... **Rept. 1139—42, 43**
Baker, Robert Barney, association with..... **Rept. 1139—49, 50**
Blacklist, submission to carriers..... **Rept. 1139—43**
Conflict of interests..... **Rept. 1139—32, 33, 41, 46**
Darling Transfer strike, reasons for..... **Rept. 1139—36**
Dunn, John "Cockeye," intervention for..... **Rept. 1139—49, 50**
Hoffa-Bridge conspiracy against small carriers, alleged..... **Rept. 1139—45**
Hoffa, James R.:
Advice to Hoffa..... **Rept. 1139—49**
Associations with..... **Rept. 1139—32, 33, 41–43**
Character and ethics of Hoffa..... **Rept. 1139—48, 49**
Loan to Hoffa..... **Rept. 1139—46, 47**
Middleman for Hoffa..... **Rept. 1139—41**
Press relations of Hoffa, attempted improvement... **Rept. 1139—47–49**
Hot cargo clause, support and opposition to..... **Rept. 1139—44**
Motor Carrier Labor Advisory Council, Chicago, chairman of..... **Rept. 1139—32, 42**
NLRB stipulation with Teamsters, ignored by..... **Rept. 1139—44, 45**
Organizing aid rendered to Teamsters..... **Rept. 1139—50, 51**
Position gained through Hoffa's influence..... **Rept. 1139—41**
Teamster blacklist, author of..... **Rept. 1139—32, 33, 40**
Bridge, William O..... **Rept. 1417—229, 230, 250, 445; Rept. 1139—43**
Bridge, John, son of..... **Rept. 1139—43**
Hoffa, James R., business transactions with..... **Rept. 1139—43**
Bridges, Harry (*see also* Longshoremen (ILWU))..... **Rept. 1417—195; Rept. 1139—571, 616–619, 621, 623, 625, 627–629, 726**
Bridgeways, Inc..... **Rept. 1139—43**
Brier, Abe..... **Rept. 1417—182, 202, 203**
UAW–AFL Local 649, contract with Eden Aero Parts.... **Rept. 1417—182**
Brier, Max..... **Rept. 1139—775**
Brierather, Leo..... **Rept. 1139—147, 148, 151, 153–155, 157, 161, 162, 167–169, 173, 174, 176, 177, 199, 246, 248, 263, 355, 356.**
Boycott caravan organizer..... **Rept. 1139—355**
Boycott coordinator, Kohler products..... **Rept. 1139—246, 355**
Boycott program of UAW..... **Rept. 1139—355, 356**
Chief steward, local 833, UAW–CIO..... **Rept. 1139—147**
Compilation of data on 1934 strike..... **Rept. 1139—147**
Hazards at Kohler Co..... **Rept. 1139—167, 168**
Kohler-UAW differences on contract interpretation..... **Rept. 1139—161**
Kohler-UAW strike and boycott..... **Rept. 1139—263**
Kohler working conditions..... **Rept. 1139—167**
Law officers responsible for shootings..... **Rept. 1139—153**
UAW justification for Kohler contract demands..... **Rept. 1139—173**
UAW preparation for strike at Kohler..... **Rept. 1139—174, 175**
Briggs Beautyware Co..... **Rept. 1139—171, 172, 180, 181, 199, 226, 320**
Briggs Express Agency..... **Rept. 1139—420**
Briggs Manufacturing Co..... **Rept. 621—14, 677**
Bright, Jack..... **Rept. 621—42, 43**
Brilliant, Joseph..... **Rept. 1139—826, 827, 833–835, 863**
Brislin, Harold..... **Rept. 1417—95**
Britton, Charles..... **Rept. 1417—405, 406, 408**
Broad Street Trust Co., Philadelphia..... **Rept. 621—414**
Broadway Sheet Metal Works, Inc..... **Rept. 1139—517, 529, 530, 564**
Government contracts canceled..... **Rept. 1139—530**
Union officials in corporation..... **Rept. 1139—529**
Brocies, Harold L..... **Rept. 621—46, 47**
Brody, George..... **Rept. 1417—280, 281**

Page
Brody, Philip ... **Rept. 1417**—168, 218
Bromley, Charles ... **Rept. 1417**—260, 262–264
Bronstrup, William K., conflict of interests ... **Rept. 1139**—715
Bronx County News Co ... **Rept. 1139**—98, 102, 106, 874
Bitz, Irving, vice president ... **Rept. 1139**—102
Brooks, Mr ... **Rept. 1139**—754
Brooks, Teddy (Anthony Toracco) ... **Rept. 1139**—753
Brougher, Ruth Ann ... **Rept. 621**—73–77, 84, 175; **Rept. 1139**—853
Baker, Barney, relationship ... **Rept. 621**—73–76
Dorfman, Paul, relationship ... **Rept. 621**—175
Testimony of ... **Rept. 621**—74–77
Brower, H. W ... **Rept. 1139**—561
Brown, Arthur ... **Rept. 621**—398, 400, 405, 511, 513
Brown, Bernard ... **Rept. 621**—394, 395, 398, 405
Brown, Bernice ... **Rept. 621**—622
Brown Equipment Co., loan to Dave Beck ... **Rept. 1417**—66–69
Brown Express ... **Rept. 1139**—7
Brown, Frank (former president, Teamsters Local 710) ... **Rept. 621**—255; **Rept. 1139**—537, 539–544, 546, 548–550, 552, 553, 561–563, 568, 569.
Dearborn Insurance Agency, connection with ... **Rept. 1139**—537, 543, 546, 548, 550, 552, 553
Slush fund, payments to ... **Rept. 1139**—562, 563
Brown, George ... **Rept. 1139**—514
Brown, Gus ... **Rept. 1139**—701, 703, 704, 727
Communist connections ... **Rept. 1139**—701, 703
Independent union:
Financial aid from Teamsters Local 208 ... **Rept. 1139**—701, 703
Hoffa refuses Teamster charter for ... **Rept. 1139**—703, 704
Brown, Harold ... **Rept. 1417**—364, 365
Brown, Jim ... **Rept. 1417**—418
Brown, Mr ... **Rept. 1139**—80
Brown, Peter Campbell ... **Rept. 621**—588
Browne, George ... **Rept. 621**—598, 600, 601
Browne, Isadore ... **Rept. 621**—601
Browne, McHenry ... **Rept. 1139**—123
Brownell, Herbert ... **Rept. 1417**—307, 327
Bruce, Jimmy (*see also* B. & S. Motor Lines) ... **Rept. 1417**—347, 348
Brucker, Wilber M ... **Rept. 1139**—530
Brumley, Don ... **Rept. 1139**—400
Brumley, Melvin ... **Rept. 1139**—399
Bryant, Frank ... **Rept. 621**—53
Buchalter, Louis (Lepke) ... **Rept. 1417**—306, 327
Buchen, John G ... **Rept. 1139**—186, 187
Buck, A. O ... **Rept. 621**—136, 140
Buck, Oscar C. (O. C. Buck Expositions) ... **Rept. 621**—43
Buckeye Cigarette Service, Cleveland ... **Rept. 1139**—490, 504
Buckley, Jerry ... **Rept. 621**—676
Buczkowski, Edward ... **Rept. 1417**—150, 151
Buddle, Harold H. (Camp Buddle) ... **Rept. 1417**—241
Bufalino, Russell J. ... **Rept. 1139**—489, 493, 494, 501, 504, 506, 509, 836
Activities, summary of ... **Rept. 1139**—504
Apalachin, N.Y., meeting, attendance ... **Rept. 1139**—493, 494
Deportation proceedings ... **Rept. 1139**—489, 490
Bufalino, William E. (*see also* Coin-operated machines, Detroit; *also* Teamsters Local 985) ... **Rept. 1417**—217, 227, 234, 235, 243; **Rept. 621**—5, 89, 90, 93, 676; **Rept. 1139**—502, 504, 613, 711, 828–831, 833–837, 857, 863–865, 870.
Bribe, $50,000, offered Wally Butler ... **Rept. 1139**—613
Car washers union contract ... **Rept. 1417**—243
Conflict of interests ... **Rept. 1139**—836
Indictment by Detroit grand jury ... **Rept. 621**—89, 90, 93
Jukebox locals, assumption of control ... **Rept. 1417**—234
Summary ... **Rept. 1139**—837
Sun Valley, Fla., project; Teamsters Local 985 ... **Rept. 1417**—227

Page
Buffalo Beverage Co. ---- Rept. 1139—501
"Bugsy" (Benjamin Siegel) ---- Rept. 621—71, 78; Rept. 1139—773
Building and Construction Trades Council ---- Rept. 1139—658
Building Service Employees International Union ---- Rept. 621—527, 598; Rept. 1139—87
Gangster influence ---- Rept. 621—598
Local 32B ---- Rept. 1417—297; Rept. 621—524, 529
Local 32E, New York ---- Rept. 621—566–568
Building Trades Council, Scranton, Pa ---- Rept. 1417—88, 90, 95, 98, 104; Rept. 1139—870
Building Trades Employers Association ---- Rept. 621—571
Bulger, Joseph ---- Rept. 1417—236
Bulleigh, Rex B.:
Sweetheart contract, offer by Teamsters ---- Rept. 621—105, 106
Violence, Wichita cab strike, testimony ---- Rept. 621—105
Bunch, R. B ---- Rept. 1139—12, 15, 16
Bunke, Edward C ---- Rept. 1139—213
Burchett, Dave ---- Rept. 1417—404
Burge, Charles ---- Rept. 1417—248
Burgess, Leslie ---- Rept. 1139—399
Burke, A. M ---- Rept. 1417—62, 75, 76, 82
Burke, Elmer "Trigger" ---- Rept. 1139—496
Burke, Michael ---- Rept. 621—41, 42
Burke (Burk), Thomas E ---- Rept. 1417—245; Rept. 621—14, 70, 74, 76, 77, 84, 85, 111–113
Payoffs received by ---- Rept. 621—77
Shakedown, Hialeah racetrack, attempt ---- Rept. 621—77
Teamsters, hotel bill paid by ---- Rept. 621—76, 84, 85
Teamsters organizer, activities as ---- Rept. 621—76
Teamsters, retirement from, payment received ---- Rept. 621—84
Burkhardt, Carl ---- Rept. 1139—778, 780, 860
Burkhart, Robert (Kensall) ---- Rept. 1139—176, 179–181, 184, 194, 195, 198, 199, 207, 209–211, 253–255, 337, 338, 351, 367, 368, 378, 379.
Conger, Lyman, membership Socialist Workers Party ---- Rept. 1139—379
Kohler detectives, investigation of personal life ---- Rept. 1139—210
Kohler movies of picket line ---- Rept. 1139—184
Kohler-UAW strike, participation ---- Rept. 1139—337, 338
Picket line at Kohler, personnel makeup ---- Rept. 1139—181
Socialist Workers Party ex-member ---- Rept. 1139—210, 378, 379
Strikebreakers, views and comments ---- Rept. 1139—367
UAW–CIO international representative ---- Rept. 1139—179, 184
Union outsiders at Kohler strike ---- Rept. 1139—180, 181
Vandalism against Kohler Co. employees ---- Rept. 1139—195
Burkhart, Mrs. Robert ---- Rept. 1139—210, 379
Burlington Truck Lines ---- Rept. 1139—35
Burns Act ---- Rept. 1139—227
Burns Indiana Statutes ---- Rept. 1139—800, 807
Burns, Joseph ---- Rept. 1139—337
Burris, Herbert R. (*see also* Contraband arms):
Dranow, Benjamin, nominee of ---- Rept. 1139—638
Teamster connections ---- Rept. 1139—637
Burris, S. George (*see also* Union Land & Home Co.) ---- Rept. 1139—631–634, 637–639, 727, 728
Dranow, Benjamin:
Front for ---- Rept. 1139—631
Loans to ---- Rept. 1139—632
Fees and expenses from Teamsters ---- Rept. 1139—633
Sun Valley, Fla., efforts to resuscitate ---- Rept. 1139—633–635
Sun Valley stock, purchase of ---- Rept. 1139—631, 632
Teamster loans, principal in syndicates obtaining ---- Rept. 1139—632
Burrows, Carl L. (*see also* Coleman Co., Inc.) ---- Rept. 1139—72–76, 86, 95
Coleman Co., Inc., official of ---- Rept. 1139—71
Cronin, Arthur H., conflict in testimony ---- Rept. 1139—86

Page
Burt Manufacturing Co., Akron, Ohio ... **Rept. 1139**—59–68, 70
Boycott by Sheet Metal Workers, cost ... **Rept. 1139**—59–61
Boycott solution ... **Rept. 1139**—63–65
Résumé, labor relations ... **Rept. 1139**—59, 62
Sheet Metal Workers, conflict ... **Rept. 1139**—59
Summary of dispute with Sheet Metal Workers ... **Rept. 1139**—70
United Steelworkers, represented by ... **Rept. 1139**—59, 60
Burton–Dixie Co ... **Rept. 1139**—515, 516
Burton Transportation Co ... **Rept. 1139**—506
Bush, Alvie (Albey, Alvy) ... **Rept. 1417**—241
Bushkin, Jack "Babe" ... **Rept. 1417**—223; **Rept. 621**—22, 80, 114, 116
Payoff, Detroit Institute of Laundering, connection with ... **Rept. 621**—114
Business Life Insurance Agencies, Inc. (*See* Dorfman insurance companies.)
Business Week ... **Rept. 1139**—877
Butan, Sonia Block:
Employment by George Scalise ... **Rept. 621**—313
Union funds, amounts received ... **Rept. 621**—310, 351
"Butcher Boy" Biever. (*See* Biever, Edmund J.)
Butcher-Teamsters Joint Organizing Committee, funds, misappropriation of, strike expense ... **Rept. 621**—334, 361, 362
Butchers Union (Amalgamated Meat Cutters and Butcher Workmen's Union of North America) (*see also* Louis Block and Max Block) ... **Rept. 621**—208, 212, 218, 224, 225, 237, 252, 253, 272, 276, 279, 281, 283, 286, 287, 291, 295, 300, 302, 303, 305–310, 314, 370, 371, 526, 527, 533; **Rept. 1139**—141, 271, 870, 877.
A. & P. Co. (*see also* A. & P. Co.):
Coercion in establishing bargaining representative ... **Rept. 621**—232–234
Collusive organizational arrangements ... **Rept. 621**—208, 222, 224, 225, 230, 237, 238, 272, 273, 279, 300, 310
Contract, secret supplement to ... **Rept. 621**—257–267, 272
Relationship ... **Rept. 621**—208, 224
Safeway contract, comparison ... **Rept. 621**—227, 228, 272
Sweetheart contract ... **Rept. 621**—245, 269
Temporary clerks, jurisdiction over ... **Rept. 621**—300
Three-year contract, retention of 45-hour week ... **Rept. 621**—300, 310
Advertising by management in union journal ... **Rept. 621**—325, 328
Automobile, union, personal use ... **Rept. 621**—333
Bonds purchased for union officers ... **Rept. 621**—368
Card-count secrecy, strike threat ... **Rept. 621**—235, 236, 238
Casale, William, testimonial dinner funds ... **Rept. 621**—316
Collective bargaining agent, A. & P., certified as ... **Rept. 621**—300
Constitution, printing of ... **Rept. 621**—317
Convention fund, misuse of ... **Rept. 621**—362, 363
Deercrest Country Club, investment in ... **Rept. 621**—314
District Council ... **Rept. 621**—239, 257, 270, 362, 374; **Rept. 1139**—877
A. & P. Co., contracts signed ... **Rept. 621**—209
Block, Max, president ... **Rept. 621**—309
Contract with A. & P., not authorized by locals ... **Rept. 621**—239
Local 400, threat to autonomy ... **Rept. 621**—270, 271
Election expense ... **Rept. 621**—368
Employee discharged at union request ... **Rept. 621**—324, 340, 341
Employees fired by A. & P. Co., reimbursement to ... **Rept. 621**—285–287
Fraud in establishing majority representation ... **Rept. 621**—209, 234
Funds:
Investment of ... **Rept. 621**—314
Union payments for private employment ... **Rept. 621**—332–334
Grocery clerks:
Attempt to organize ... **Rept. 621**—209, 213, 214, 219, 221, 224, 226, 228
Contract not submitted for ratification ... **Rept. 621**—272
Hotel bills, Beverly Hotel, paid by union ... **Rept. 621**—364
Lippel, Harold, money received from testimonial dinner ... **Rept. 621**—316
Local 56, Camden, N.J ... **Rept. 621**—463
Local 162, Baltimore, Md ... **Rept. 621**—462
Local 174 ... **Rept. 621**—530
Local 195, Philadelphia, Pa ... **Rept. 621**—397, 462

Page
Butchers Union—Continued
Local 199, Millsboro, Del---- Rept. 621—462
Local 342, New York---- Rept. 621—209, 213, 226, 229, 233, 235, 239, 240, 243, 247, 248, 253–255, 257, 263, 275, 287, 293, 299, 300, 301, 307–311, 313, 315, 318, 326, 328, 334–336, 388–341, 347, 348, 353, 354, 359, 361, 363, 369, 370, 373, 374, 460, 462, 475, 524, 528; Rept. 1139—877.
A. & P. employees, forged cards submitted for---- Rept. 621—240, 241
Block, Max, president---- Rept. 621—309
Contract signed with A. & P. Co---- Rept. 621—209
Daitch-Crystal Dairies, collusive pension fund arrangement Rept. 621—318, 319
Election, secret---- Rept. 621—328
Employees fired by A. & P. Co., reimbursement of---- Rept. 621—287
Financial statements---- Rept. 621—329
Funds, automobile purchases---- Rept. 621—336
Gift to Patrick E. Gorman---- Rept. 621—315
King Kullen, forged cards submitted for employees of-- Rept. 621—243
Kollner, forged cards submitted for employees of---- Rept. 621—243
Meetings, undemocratic practices---- Rept. 621—328, 329
Minutes of meeting, fake---- Rept. 621—329
Mortgage purchased on Raddock property---- Rept. 621—311
Officers, insurance policies---- Rept. 621—311
Pension fund provision, fake---- Rept. 621—318, 319
Political contributions---- Rept. 621—360, 361
Retail meat industry, domination of---- Rept. 621—310
Trusteeship, placed under---- Rept. 621—369
Welfare fund payments to Max Block---- Rept. 621—312
Welfare funds, investment of---- Rept. 621—311
World Wide Press, investment in---- Rept. 621—311, 347–349
Local 400, New York---- Rept. 621—209, 229, 239, 240, 254, 255, 257, 270, 282, 287, 299, 300
A. & P. employees, forged cards submitted for---- Rept. 621—239, 240
Autonomy, fear of loss---- Rept. 621—270
Contract signed with A. & P. Co---- Rept. 621—209
Local 464, Paterson and Newark, N.J--- Rept. 621—209, 225, 300, 330, 462
A. & P. contract signed---- Rept. 621—209
Local 489, New York---- Rept. 621—209, 229, 239, 254, 255, 257, 271, 287, 299, 300
Contract with A. & P. Co---- Rept. 621—239
Local 627---- Rept. 621—530
Local 640---- Rept. 621—268, 301, 309–313, 315, 319, 320, 325–328, 332–334, 339–341, 346–349, 351, 353, 361–364, 369, 370, 372, 373, 460, 524, 528; Rept. 1139—877.
Block, Max, salary advance---- Rept. 621—353
Gift to Patrick E. Gorman---- Rept. 621—315
Hiring of butchers, controls over---- Rept. 621—333
Lippel, Harold, secretary-treasurer---- Rept. 621—310
Mortgage purchased on Raddock property---- Rept. 621—311
Officers, insurance policies---- Rept. 621—311
Pension and welfare fund, Louis Block, administrator-- Rept. 621—310
Riverhead Duck Processing Corp. strike, profiteering on Rept. 621—334
Trusteeship, placed under---- Rept. 621—369
Welfare funds, investment of---- Rept. 621—311
Wholesale meat industry, domination of---- Rept. 621—310
World Wide Press, investment in---- Rept. 621—311, 347–349
Members, A. & P. employees, coerced to pay dues---- Rept. 621—276–278
NLRB activity re A. & P. negotiations-- Rept. 621—283–286, 291, 294–301
Operation of union, reprisal for questioning---- Rept. 621—340, 341
Saving by A. & P. Co., 45-hour versus 40-hour week-- Rept. 621—262, 263
Strike by retail clerks, AFL, opposition to---- Rept. 621—292
Testimonial dinner gift to Gorman, return of---- Rept. 621—315, 316

Butchers Union—Continued
Union funds: Page
Block, Louis, annuity provided for---- **Rept. 621**—311, 333, 338–340, 345, 346
Block, Max:
Annuity provided for---- **Rept. 621**—311, 333, 338–340
Misuse by---- **Rept. 621**—311, 357
Salary advance---- **Rept. 621**—353
Casale, William, annuity provided for--- **Rept. 621**—311, 333, 338–340
Deercrest Country Club, investment in---- **Rept. 621**—314, 315, 343
Expenditures concealed from membership- **Rept. 621**—328, 329, 336, 337
Lippel, Harold, annuity provided for---- **Rept. 621**—311, 333, 338–340
Math, Nathan W., gift to---- **Rept. 621**—364
Union-management contract collusion---- **Rept. 621**—325–327
Welfare fund, change in method of handling---- **Rept. 621**—267
World Wide Press, printing monopoly---- **Rept. 621**—311
Buteyn Bros., clay boat incident, Kohler Co., unloading contract- **Rept. 1139**—234, 243
Buteyn, Cornelius "Happy"---- **Rept. 1139**—234, 235, 241, 244, 273, 343–347, 349, 350
Buteyn Excavating Co---- **Rept. 1139**—232, 236, 244, 260, 343, 348, 351, 381
Clay boat unloading, withdrawal from---- **Rept. 1139**—237, 346, 347
Damage inflicted to property of---- **Rept. 1139**—242, 347, 348
Damage to equipment---- **Rept. 1139**—244, 348
Equipment removal from clay boat dock--- **Rept. 1139**—243, 244, 346–348
UAW representatives intervention---- **Rept. 1139**—343, 344
Buteyn, Peter---- **Rept. 1139**—234, 235, 237, 239, 241–244, 344, 346, 347
Loan of trailer to Biever---- **Rept. 1139**—237, 346
Butler, Joe---- **Rept. 621**—72, 78
Butler, Lt. George, Dallas Police Department---- **Rept. 621**—595, 597, 598; **Rept. 1139**—878
Crime syndicate, move to Texas, testimony re---- **Rept. 621**—597, 598
Butler, Wally (*see also* Retail, Wholesale, and Department Store Union Local 297)---- **Rept. 1139**—612–614
Butzen, Arthur:
Teamsters Local 56, member of---- **Rept. 1139**—250
UAW picket line at Kohler, crossing of---- **Rept. 1139**—251
Violence to, in strikebreaking activity---- **Rept. 1139**—251, 358
Buxton, Clyde---- **Rept. 621**—51, 52
Beaten for protesting Teamster mismanagement---- **Rept. 621**—51
Buy-Rite Disposal Co---- **Rept. 1139**—498
Bye, Bill---- **Rept. 1139**—739
Byers, M---- **Rept. 1139**—397
Byrd, Roy (*see also* Newman-Pemberton Trucking Co.)---- **Rept. 1417**—342
Byrd, William---- **Rept. 1139**—399
Byron, Robert, president, Sheet Metal Workers---- **Rept. 1139**—65

C

CIAA (Chicago Independent Amusement Association, Inc.) (*see also* Coin-operated machines)---- **Rept. 1139**—781, 783, 860
CIO (Congress of Industrial Organizations)---- **Rept. 621**—223, 236, 240, 244, 273; **Rept. 1139**—158, 246, 276, 823–825
Industrial Council, Jackson County, Mich---- **Rept. 1139**—260, 261
Charges against, filed with NLRB---- **Rept. 1139**—261
St. Louis, Mo---- **Rept. 621**—56
Wisconsin State:
Affiliation of State locals---- **Rept. 1139**—258
Boycott of donations to Kohler-using charities---- **Rept. 1139**—258
Taft-Hartley Act, possible violation---- **Rept. 1139**—258, 259
C. & B. Meat Co---- **Rept. 621**—655
C. & R. Ranch (Circle Ranch)---- **Rept. 1139**—413
Cadillac Insurance Agency, Inc. (*See* Dorfman insurance companies.)
Caesar, Joey. (*See* DiVarco, Joseph.)
Caggiano, James---- **Rept. 1139**—744–749, 755, 858
Cahill, Thomas J---- **Rept. 1139**—878
Caifano, "Fat Lenny"---- **Rept. 621**—648

Page
Caifano, Marshall ... **Rept. 621**—648, 654, 670
Contempt citation recommended ... **Rept. 621**—670
Crime syndicate connections ... **Rept. 621**—654
Police record ... **Rept. 621**—654
Calabrese, Alphonse F ... **Rept. 1417**—377, 378, 381, 417, 418, 435–437; **Rept. 1139**—517, 519–521, 526, 529, 531–535, 537, 542–544, 551.
Caldwell, Bob (*see also* Purity Packing Co.) ... **Rept. 1417**—336, 337, 368
Caldwell, Clarence ... **Rept. 1417**—276, 279, 280, 284
Caldwell, Max ... **Rept. 621**—74
Caldwell, Ray ... **Rept. 1139**—81, 86–93, 95
Business agent, local 73, Sheet Metal Workers ... **Rept. 1139**—81, 89
Monetary gifts received, denial of ... **Rept. 1139**—93
Payoff received from Cecil Johnson ... **Rept. 1139**—81
Perjury, indication of ... **Rept. 1139**—92
Refund of shakedown money from Acme Heating ... **Rept. 1139**—93
Shakedown of Wallace Lischett ... **Rept. 1139**—91, 92
Caldwell, William, UAW representative ... **Rept. 1139**—287, 289, 291, 298, 326, 385–387, 396, 399, 400
Criminal defense, UAW funds used ... **Rept. 1139**—386
Mayor's meeting ... **Rept. 1139**—396
Picketing, peaceful, proposed agreement ... **Rept. 1139**—298, 386, 396
Police record, strike violence ... **Rept. 1139**—289, 291, 386
Prestrike statements ... **Rept. 1139**—287, 385–387
California Brewers Institute ... **Rept. 1417**—74
California State Assembly:
Garbage industry hearings ... **Rept. 1417**—305
Matual, Frank, conviction, result of hearings ... **Rept. 1417**—305
Monopoly by rubbish collectors ... **Rept. 1417**—305
Callahan, George ... **Rept. 1139**—399
Callahan, George F., Jr.: Payoff by Esco Co., involvement in ... **Rept. 621**—82–84
Callanan, George ... **Rept. 621**—88
Calland, Frank ... **Rept. 1139**—744, 745, 747, 858
Calogare, Colomero ... **Rept. 1139**—489
Cambridge Insurance Agency. (*See* Dorfman insurance companies.)
Camel, The. (*See* Humphreys, Murray.)
Camerona, Anthony ... **Rept. 1139**—763
Camie, Lawrence (Contanzaro) ... **Rept. 621**—54–56, 63, 64
Severance pay ... **Rept. 621**—55, 64
Teamsters Local 688 sold to Harold J. Gibbons ... **Rept. 621**—63, 64
Cammarata, Frank ... **Rept. 621**—14
Campagna, Louis "Little New York" (deceased) ... **Rept. 621**—595, 596, 599, 600, 627; **Rept. 1139**—522–524, 527, 567
Gangland activity ... **Rept. 621**—595
Campbell, Harvey ... **Rept. 1139**—849
Campbell, Joseph ... **Rept. 1139**—869, 878
Campbell Music Co., Washington, D.C ... **Rept. 1417**—145
Campbell, Sonny ... **Rept. 1139**—666
Campbell Soup Co., sale of stock to Western Conference of Teamsters **Rept. 1417**—51
Camponero, Pete ... **Rept. 1417**—245
Canada Dry Bottling Co ... **Rept. 1139**—489–491
Canada: Textile Workers anticommunism activities ... **Rept. 1417**—143
Canaday, Perry (*see also* Teamsters Local 327) ... **Rept. 1417**—339–341, 343, 347, 348, 350, 351, 355, 356, 367, 369; **Rept. 1139**—709, 722
Attorney fees, cost to Teamsters ... **Rept. 1139**—709
Barbershop window smashings ... **Rept. 1417**—339, 340
Beating of Keith Draper ... **Rept. 1417**—339–341
Conviction:
Barbershop violence ... **Rept. 1417**—356
Kenneth Whitley beating ... **Rept. 1417**—351
Teamster-Barber Unions violence ... **Rept. 1417**—339, 340
Grand jury indictment, beatings ... **Rept. 1417**—341
Jail treatment, preferred ... **Rept. 1417**—339, 340
Police record ... **Rept. 1417**—339–341, 348, 351, 356; **Rept. 1139**—709
Salary, union, during imprisonment ... **Rept. 1417**—340; **Rept. 1139**—709

Page
Canaday, Perry—Continued
Teamsters Local 327 business agent ... Rept. 1417—339
Violence, barbershops, prosecution for ... Rept. 1417—355
Warrant against, quashed by threats ... Rept. 1417—340, 341
Witness against, attempted intimidation ... Rept. 1417—341
Canaday, William ... Rept. 1417—340
Canadian Ace Brewery ... Rept. 621—80
Cananda, Carl ... Rept. 621—626
Cane, William H ... Rept. 621—569
Canfield, Dan ... Rept. 1139—879
Canfield, Helen ... Rept. 1417—88, 89, 94, 95, 97, 100
Cannon, Earl N ... Rept. 621—136, 141
Canter, Dave ... Rept. 621—500
Cantrell, Roy L ... Rept. 1139—289
Capehart, Senator Homer E:
Second interim report, part 2, statement re ... Rept. 621—687
Separate views re UAW, AFL-CIO ... Rept. 1139—320-485
Index to ... Rept. 1139—485
Capelle, Waldemer G ... Rept. 1139—158, 159, 185-187, 191, 192, 276, 277
Kohler Village Board, instructions ... Rept. 1139—158
Kohler Village police chief ... Rept. 1139—158, 185
Police force, increase of ... Rept. 1139—158
Police, special training program ... Rept. 1139—158, 159
Capellupo, Pete ... Rept. 1139—26
Capezio, Anthony "Tough Tony" ... Rept. 621—602, 603, 647; Rept. 1139—522-524, 527, 567
Capital Coal Co., gangsters, firearms supplied for ... Rept. 621—676
Capitol Vending Co ... Rept. 1139—849
Capone, Al ... Rept. 1417—236, 253, 254, 374, 449; Rept. 621—81, 175, 593-599, 601, 603, 604, 625, 626, 630, 643, 646, 652, 655, 672, 673; Rept. 1139—517.
Capone, Matt ... Rept. 621—604
Capone mob ... Rept. 1139—490, 497, 507, 739, 773-776, 784, 866
Capraro, Joe, assault upon James Ford, participation in ... Rept. 621—58
Capraro, Tony, assault upon James Ford, participation in ... Rept. 621—58
Capri Restaurant ... Rept. 621—599
Caprie, George ... Rept. 1417—22
Caprie, William ... Rept. 1417—21, 22
Caprio, Frank ... Rept. 1139—817
Car Washers, Garage, Porters and Tire Changers Union ... Rept. 1139—831
Car washers, wages and hours, Teamster contract ... Rept. 1139—834, 835
Carbo, Frank ... Rept. 621—16, 17; Rept. 1139—504-506, 773
Carbonara, Peter ... Rept. 1417—122-125
Bakery Workers contract negotiations with Zion Industries ... Rept. 1417—122-126
Philipsborn, Martin, Sr., Washington meeting, contract discussed ... Rept. 1417—124, 125
Cardiello, Tiny ... Rept. 621—282
Carey, Estelle ... Rept. 621—652
Carfano, Anthony, "Little Augie Pisano", Butchers Union charter, interest in ... Rept. 621—312, 313
Cariola, Sam ... Rept. 621—74
Carlino, Charles "Woppy" ... Rept. 1417—168
Carlisi, Roy ... Rept. 1139—502
Carlough, Edward F ... Rept. 1139—66-68
Sheet Metal Workers raids on Steelworkers at Burt Co ... Rept. 1139—66
Sheet Metal Workers, secretary-treasurer of ... Rept. 1139—66
Statement re Burt Co. situation ... Rept. 1139—66
Carman, Newell J ... Rept. 1417—382
Carmel, Nathan ... Rept. 1417—168, 199, 218
Carmela Mia Packing Co ... Rept. 1139—502
Carmen, Nathan ... Rept. 1139—755
Carnival Spraying Co., Inc ... Rept. 1417—181
Caroll, Lou ... Rept. 1139—539
Carozza, Mike ... Rept. 621—598, 601
Carpenter, Clayton ... Rept. 1139—337

Page
Carpenters Union (United Brotherhood of Carpenters and Joiners of America) (*see also* Chapman, Frank; *also* Hutcheson) ..... **Rept. 621**—517–519, 524, 527, 529, 533–539, 542–547, 549–552, 554–558, 561–563, 565–567, 570–572, 588–592; **Rept. 1139**—328, 870, 874.
Bribery, by officers:
Holovachka, Metro, failure to prosecute ..... **Rept. 621**—518, 554–556
State official ..... **Rept. 621**—518
Collusion with management ..... **Rept. 621**—517
European trips at union expense ..... **Rept. 621**—518, 563, 565
Fishing trips at union expense ..... **Rept. 621**—565
Florida land holdings:
Income derived from ..... **Rept. 621**—561
Nonpayment of taxes on ..... **Rept. 621**—518, 561
Funds:
Advertising, misappropriation of ..... **Rept. 621**—564
Misuse and mishandling of ..... **Rept. 621**—517, 518, 562–564, 591
Hierarchy in ..... **Rept. 621**—517, 588
History and makeup ..... **Rept. 621**—517
Holovachka, Metro, benefits from real estate ..... **Rept. 621**—518, 554, 592
Hutcheson, Maurice, president of ..... **Rept. 621**—517, 518, 588
Hutcheson, William, biography:
Dissemination of, proposed ..... **Rept. 621**—536, 537
Investment in ..... **Rept. 621**—533–537, 591
Printing order, predated ..... **Rept. 621**—541
Retroactive approval ..... **Rept. 621**—534, 535
Income tax, officers, paid from union funds ..... **Rept. 621**—518, 562
Johnson family on union payroll ..... **Rept. 621**—566
Land profiteering by ..... **Rept. 621**—557, 558, 588
Local 106, Des Moines, Iowa ..... **Rept. 621**—588, 589
Local 1456, New York ..... **Rept. 621**—566, 569, 571
Local 1536, New York ..... **Rept. 621**—566, 569
Officers in collusive dealings ..... **Rept. 621**—566, 588, 592
Officers, indictment of ..... **Rept. 621**—554, 555
Parking lot rental ..... **Rept. 621**—565
Per capita tax payments to international ..... **Rept. 621**—537, 538
Picket line, failure to respect ..... **Rept. 621**—567
Raddock, Max:
Expenses paid ..... **Rept. 621**—555
Dealings with ..... **Rept. 621**—517, 533, 534, 543, 591
Real estate of, claimed by William Hutcheson ..... **Rept. 621**—518, 561, 588
Senate Select Committee:
Findings re ..... **Rept. 621**—590–592
Report on ..... **Rept. 621**—517–590
Teamsters, close associations with ..... **Rept. 621**—518, 592
Walsh Construction Co., labor relations ..... **Rept. 621**—576, 577
Carper, Paul ..... **Rept. 1139**—295, 303, 392–394
Shooting of, Perfect Circle-UAW strike ..... **Rept. 1139**—296, 392
Violence, Perfect Circle plant ..... **Rept. 1139**—296, 392–394
Carr, Dorsey ..... **Rept. 1139**—439
Carr, Henry ..... **Rept. 1139**—589
Carr, Meyer ..... **Rept. 1139**—845, 847, 848
Carreras, Jack, vote "no" committee, Allstate Insurance Co ..... **Rept. 1417**—288
Carroll, J. J ..... **Rept. 1417**—71, 72
Carroll, John Rogers ..... **Rept. 621**—380, 382, 389, 391, 407, 408, 410, 412, 479, 480, 484–502, 506–511, 516, 517
Conflict of interests ..... **Rept. 621**—479, 485–513
Fee increased, Teamsters ..... **Rept. 621**—507
Teamster representation withdrawn ..... **Rept. 621**—510–513
Witnesses, coaching of, before committee ..... **Rept. 621**—484, 485, 502
Carroll, Rev. John G ..... **Rept. 1139**—363
Carrozzo, Mike, Hod Carriers Union ..... **Rept. 1417**—374–376, 442
Contractors favored ..... **Rept. 1417**—374
Healy, Stephen A., payoffs by ..... **Rept. 1417**—376
Maloney, William E., reciprocity ..... **Rept. 1417**—374
Paving contractors, payoffs from ..... **Rept. 1417**—374
Carson, Chris ..... **Rept. 621**—662, 663
Carson, Joe ..... **Rept. 1417**—23
Carson's Restaurant, Chicago ..... **Rept. 621**—662

Page
Cartage industry. (*See* Garbage industry.)
Carter, John ... **Rept. 1417**—423
Carter, Ray ... **Rept. 1139**—397
Carters Investors:
Loans to cartmen ... **Rept. 1417**—324
State attorney general's office, dissolution by ... **Rept. 1417**—324
Underworld associations ... **Rept. 1417**—324
Carters Land Fill Corp ... **Rept. 1417**—324, 330
Income of owners, false reporting ... **Rept. 1417**—324
Organization by hoodlums ... **Rept. 1417**—324
Cartmen's Association. (*See* Greater New York Cartmen's Association.)
Cartwright, Tom ... **Rept. 1417**—356, 357
Caruso, John Richard ... **Rept. 1139**—763, 764
Caruso Restaurant ... **Rept. 1139**—768
Caruso, Salvatore ... **Rept. 1139**—768
Casale, Bernadette, Food Fair stock purchase ... **Rept. 621**—462, 463
Casale, William (*see also* Butchers Union Local 342) ... **Rept. 621**—240–243, 247, 311, 316, 318, 319, 329, 333, 336–341, 360, 361, 368, 369, 372–375, 462.
Butchers Union testimonial dinner, money received from ... **Rept. 621**—316, 368
Daitch-Crystal Dairies, collusive pension fund arrangement ... **Rept. 621**—318, 319
Fictitious cards, delivery to A. & P. offices ... **Rept. 621**—247, 369
Forgery of cards, direction of ... **Rept. 621**—240, 241
Insurance, union funds for ... **Rept. 621**—311, 333, 338–340
Minutes, fake, preparation of ... **Rept. 621**—329
Union position, resignation from ... **Rept. 621**—369
Cascade Hills Construction Co ... **Rept. 1139**—508
Case, John ... **Rept. 1139**—149
Cash, Kenneth ... **Rept. 1139**—398
Cash Sales Co ... **Rept. 1139**—508
Cass Auto Wash, picketing by nonemployees ... **Rept. 1417**—243
Castaldi, Anthony (Tony Higgins):
Mafia leader; narcotics ... **Rept. 1139**—698
Police record ... **Rept. 1139**—698
Replacement, dummy, for Tony Corallo, local 239, IBT ... **Rept. 1139**—698
Castellito, Anthony "Three-Finger Tony" (*see also* Teamsters Local 560) ... **Rept. 1139**—666–669
Business agent, Teamsters Local 560 ... **Rept. 1139**—666
Extortion, Dorn Transportation Co ... **Rept. 1139**—668, 669
Police record ... **Rept. 1139**—666, 696
Catena, Gerardo ... **Rept. 1139**—496, 501, 737
Cates, Archie ... **Rept. 621**—12
Cates, Carl ... **Rept. 621**—50
Catherwood, Dean ... **Rept. 621**—427
Catron, Harlin Hubert ... **Rept. 1139**—399
Cavallero, Richard ... **Rept. 1417**—41
Cello Co ... **Rept. 1139**—754
Cendrowski, Joseph "Cinders" ... **Rept. 621**—380, 381, 390–392, 484
Central Monogram Works ... **Rept. 1417**—436
Central Motor Freight Association ... **Rept. 1139**—553
Central Overall Supply Co ... **Rept. 621**—677
Central States Conference. (*See* Teamsters, Central States Conference.)
Central States Health and Welfare Fund. (*See* Teamsters, Central States Health and Welfare Fund.)
Century Distributing Co ... **Rept. 1139**—788, 814, 817
Century Music Co ... **Rept. 1139**—739
Cerone, Jack "Skippy" ... **Rept. 621**—596, 654, 670
Contempt citation recommended ... **Rept. 621**—670
Crime syndicate connections ... **Rept. 621**—654
Cetlin & Wilson Carnival Show ... **Rept. 621**—36, 38, 39
Chaddick, Harry F ... **Rept. 621**—137; **Rept. 1139**—542, 543, 553, 554, 556, 557
Teamsters Local 710 health and welfare fund:
Commissions, breakdown ... **Rept. 1139**—553
Dearborn Insurance Agency, agent for ... **Rept. 1139**—553
Occidental Life Insurance Co ... **Rept. 1139**—553, 554, 556
Overcommissions ... **Rept. 1139**—535, 553, 556

Page
Chait, Abraham ... Rept. 621—12; Rept. 1139—505, 506, 771
Activities, summary of ... Rept. 1139—505, 506
Businesses, legitimate ... Rept. 1139—506
Police record ... Rept. 1139—505
Chalet (gambling establishment) ... Rept. 621—676
Chamberlain Corp., Waterloo, Iowa:
Kamenow, George, expenses claimed ... Rept. 1417—295
Kamenow, George, 1-day settlement, labor dispute ... Rept. 1417—295
Chamberlin, Edward H ... Rept. 1139—331
Champagne, Anthony V., attorney, Chicago Restaurant Association ... Rept. 621—594, 625, 226, 630, 638–640, 643, 645, 653, 654, 671, 672, 674
Attorney for syndicate hoodlums ... Rept. 621—594, 626
Income of ... Rept. 621—653, 654
Murder of, proposed ... Rept. 621—653
Picketing discontinued, underworld influence ... Rept. 621—638, 639, 645, 646
Resignation, reasons for ... Rept. 621—639, 640, 653, 654
Records, personal, refusal to surrender ... Rept. 621—626
Champagne buckets, Teamster Christmas gifts ... Rept. 621—26, 27
Champagne, Dr. Carl ... Rept. 621—626
Champion Spark Plug unit ... Rept. 1139—309
Champion Trucking Co ... Rept. 1139—505, 506
Chandler, J. C ... Rept. 1139—6, 7
Chapman, Frank M ... Rept. 621—518, 535, 554, 561, 562, 564, 565, 572, 573, 591, 592
Conflict of interests ... Rept. 621—572
European trip at Carpenters Union expense ... Rept. 621—563
Hunting and fishing trips, union expense ... Rept. 621—565
Treasurer, Carpenters Union ... Rept. 621—563
Union funds, misuse of ... Rept. 621—563
Weiss, Edward H., business association ... Rept. 621—572
Chapman, John ... Rept. 1417—352, 353
Powers store dynamiting, witness to ... Rept. 1417—352
"Chappie." (*See* Brescia, Lawrence.)
Charlesworth, W ... Rept. 1139—397
Charlotte County Land & Title Co ... Rept. 1139—506
Charlton, F. N ... Rept. 621—226
Charlton, Harold ... Rept. 1139—397
Chase, Alexander ... Rept. 621—652
Chase, Lucius P ... Rept. 1139—246, 247, 249, 250, 252–259, 261–263, 356, 357
Kohler general counsel ... Rept. 1139—246
Secondary boycott, comments on ... Rept. 1139—258–260
UAW boycott activities ... Rept. 1139—356, 357
UAW boycott of Kohler products, effect of ... Rept. 1139—256, 261, 262
Chasmar, Winfield ... Rept. 621—529
Chattanooga Bar Association ... Rept. 1139—872
Chawke, Thomas ... Rept. 1139—598
Checker Taxi Co ... Rept. 1139—518, 519, 522, 525, 526, 547, 566
Rebate on Teamsters Union dues ... Rept. 1139—518, 519
Checkroom Attendants Union (*see also* Restaurant Workers) ... Rept. 621—596
Checov, Dr. Louis (*see also* Labor Relations Associates, Whirlpool Corp.) ... Rept. 1417—267–271
Canada, flight to ... Rept. 1417—267
Exposé of ... Rept. 1417—267
Shefferman agent in Whirlpool case ... Rept. 1417—267
Cheit, Earl ... Rept. 621—61
Chenicek, Charles E ... Rept. 1139—110–112, 114–116, 122–125
Gross, Harold, payoffs to for delivery guaranty ... Rept. 1139—123, 124
Neo-Gravure Printing Co., official of ... Rept. 1139—110
Payoffs made to Connie Noonan ... Rept. 1139—115, 122
Chernuchin, Sidney ... Rept. 1417—181, 182
"Cherry Nose." (*See* Gioe, Charles.)
Cherry, William, Food Fair stock purchase ... Rept. 621—463
Chesrow, Dr. Eugene ... Rept. 1139—816, 817

Page
Chester, Max (alias Max Mandel, Max Merker, Emanual Kessler)- **Rept. 1417**—169, 174–178, 199, 206, 218; **Rept. 1139**—696, 876
Extortion, conviction of---------- **Rept. 1417**—174–178; **Rept. 1139**—696
Intimidation to force payoff---------- **Rept. 1417**—177, 178
Police record---------- **Rept. 1417**—206
Rubber check deal---------- **Rept. 1417**—177, 178
Shakedown---------- **Rept. 1417**—174–178
Cheyfitz, Edward---------- **Rept. 1139**—620, 621
Chez, Lawrence---------- **Rept. 1139**—546, 568
Chiari, Joseph---------- **Rept. 1139**—99
Chicago:
Bar, action by---------- **Rept. 621**—674
Bar Association---------- **Rept. 621**—670
Bar member pleading fifth amendment---------- **Rept. 621**—626, 627
Circus Cafe gang---------- **Rept. 621**—602
Coin-operated machines---- **Rept. 1139**—735, 737, 739, 773–810, 860, 861
Crime Commission. (*See* Chicago Crime Commission.)
Druggists, shakedown of---------- **Rept. 621**—596, 597
Gangsters (*see also* Crime syndicate, Chicago):
Background, names---------- **Rept. 621**—595, 647–649
Circus Cafe gang---------- **Rept. 621**—602
History of leadership---------- **Rept. 621**—595
Internal dissension---------- **Rept. 621**—648
Law enforcement resulting from committee hearings---------- **Rept. 621**—670
Police department---------- **Rept. 1139**—521, 525, 526
Investigation of police by Joseph P. Glimco---- **Rept. 1139**—521, 522
Payoffs received from tavern keepers---------- **Rept. 621**—651
Reorganization as result of committee investigation--- **Rept. 621**—670
Surveillance, continuous, of crime syndicate---------- **Rept. 621**—646–649
Tavern association, action against formation of---------- **Rept. 621**—647
Restaurant association. (*See* Chicago Restaurant Association.)
Sheet metal business, territorial rights, alleged:
Kaiser Corp---------- **Rept. 1139**—81
Narowetz, Louis---------- **Rept. 1139**—81
Taverns, revocation of licenses---------- **Rept. 621**—650
Transit authority, union-management rigging of construction bids **Rept. 1139**—80
Chicago & North Western Railway---------- **Rept. 1139**—260
Chicago Association of Commerce---------- **Rept. 621**—596
Chicago Crime Commission-- **Rept. 621**—595, 596, 625; **Rept. 1139**—778, 879
Payoffs, labor peace, reported to---------- **Rept. 621**—597
Violence, complaint by druggists---------- **Rept. 621**—597
Chicago Independent Amusement Association (*see also* Coin-operated machines)---------- **Rept. 1139**—781, 783, 860
Chicago Poultry Board---------- **Rept. 1139**—516
Chicago Regional Labor Board---------- **Rept. 1139**—150
Chicago Restaurant Association (*see also* Champagne, Anthony V.; *also* Teitelbaum, Abraham)---- **Rept. 621**—593, 594, 602, 605, 623, 625, 628, 632, 634, 638–641, 643, 645, 653, 654, 670–672; **Rept. 1139**—776, 842, 877.
Attorneys, hoodlum connections---------- **Rept. 621**—594, 638–641
Background and financial status---------- **Rept. 621**—640
Capone syndicate tiein---------- **Rept. 621**—593, 640
Cleanup, as result of committee investigation---------- **Rept. 621**—670
Counsel fired, failed to halt picketing---------- **Rept. 621**—638, 643
Counsels, no investigation of---------- **Rept. 621**—641, 644–646
Fifth amendment by counsels---------- **Rept. 621**—639
Function of---------- **Rept. 621**—629
Fund to combat labor difficulties- **Rept. 621**—593, 605, 630, 633, 634, 640, 645
Labor peace provided by---------- **Rept. 621**—662
Labor relations, gangster-connected---------- **Rept. 621**—592, 593, 638–641
London House restaurant, payoffs for labor peace---- **Rept. 621**—663, 664
Nantucket Restaurant organization---------- **Rept. 621**—629–636
Financial aid for employer---------- **Rept. 621**—633, 634, 638
Unionization, efforts to resist---------- **Rept. 621**—629–631, 634
Payoffs by counsel, known to association---------- **Rept. 621**—631, 641–643

Chicago Restaurant Association—Continued Page
Rival to, planned ... Rept. 621—646
Strike, Marquis Co., cost to ... Rept. 621—638, 645
Sweetheart contracts ... Rept. 621—593
Taft-Hartley Act, violations of ... Rept. 621—671
Tribute for labor peace ... Rept. 621—593
Underworld connections ... Rept. 621—592, 639–641
Union officials, dishonest, ties with ... Rept. 621—592, 637
Union payoffs disguised as counsel expenses ... Rept. 621—642, 643
Unionization defeated, Marquis Co ... Rept. 621—639
Unionization, methods of defeating ... Rept. 621—592, 629–634, 638, 639
Unions, excuse for payoffs ... Rept. 621—593
Chicago-St. Louis Express Co ... Rept. 1139—507
Chicago Street Cleaners Union ... Rept. 621—598, 601
Chicago Transit Authority ... Rept. 1139—80
Chi-East Trucking Co. (*see also* Midwest Haulers, Inc.) ... Rept. 1139—604–607, 726
Drivers, over-the-road, no union contract ... Rept. 1139—604–606
FCC permit ... Rept. 1139—607, 608
Finances, payments to Loren Hendrix ... Rept. 1139—604, 605
Midwest Haulers, Inc., business associate ... Rept. 1139—604
Payments to defunct company ... Rept. 1139—605
Teamsters Union, no contract required ... Rept. 1139—604
Chief Freight Lines ... Rept. 1139—20
Chief Pontiac Co ... Rept. 621—679, 680
Children, threats against by Teamsters ... Rept. 1139–25
"Chink." (*See* Meltzer, Harry.)
Christenson Oil Co., Portland, Oreg ... Rept. 621—573
Christiansen, Mae ... Rept. 621—619, 621, 622
Christie, Dr. Robert A ... Rept. 621—546, 547
Christine Dresses ... Rept. 1139—502
Christy, U.S. attorney ... Rept. 1139—623
Chronowski, Peter ... Rept. 1139—795
Church, James ... Rept. 1417—333
Church, John ... Rept. 621—55, 64
Church, Senator Frank, findings and separate views, UAW, AFL–CIO ... Rept. 1139—271–278, 283–318
Churnin, Roslyn ... Rept. 621—75
Ciamataro, Sam "Black Shirt" ... Rept. 1139—830
Ciccarelli, Orestes ... Rept. 1139—669
Cigarette and Coin Vending Machine Employees' Union (FSWU), Local 19 ... Rept. 1139—764, 765
Cigarette Machine Association ... Rept. 1139—855
Cilento, Sol:
A. & P. insurance, discussion with Max Block ... Rept. 621—267, 268
A. & P. insurance funds, jailed for mishandling ... Rept. 621—267
"Cinders." (*See* Cendrowski, Joseph.)
Cinegram, Charles (*see also* Restaurant Workers, Chicago, Local 593) ... Rept. 621—662, 666
Organizing, top-down ... Rept. 621—666
Ciraulo, Vincent ... Rept. 1417—169
Circle Amusement Co ... Rept. 1139—754
Circuit Court of Appeals for the Ninth Circuit ... Rept. 1139—339
Circus Cafe, Chicago, gang headquarters ... Rept. 621—602
Citation Frocks, Inc ... Rept. 1139—506
Citizens radio station ... Rept. 1139—798
City Bank, Detroit, Mich ... Rept. 1417—225
City Bank, Washington, D.C ... Rept. 1417—135–137, 145
City Cab Co.:
Sweetheart contract, offer by Teamsters ... Rept. 621—105, 106
Violence, Wichita cab strike ... Rept. 621—105
Civello, Joe ... Rept. 1139—488, 504, 841
Claassen, Walter M ... Rept. 621—612
Clancy, Patrick (*see also* Operating Engineers Local 3) ... Rept. 1417—385, 387, 388, 390–392, 394–403, 439, 440; Rept. 1139—873
Check-cashing expedition ... Rept. 1417—398–400
Land fraud ... Rept. 1417—387–395

Page
Clark Bros. Transfer Co--- **Rept. 1139**—26, 32, 33, 35, 36, 38, 39, 42, 46, 48, 70
Arson of truck and terminal--- **Rept. 1139**—34, 35
Chronology of events during boycott--- **Rept. 1139**—34–36
Intimidation of employees--- **Rept. 1139**—34
NLRB election, Teamster opposition to--- **Rept. 1139**—26
Summary of dispute with Teamsters--- **Rept. 1139**—70
Violence against--- **Rept. 1139**—33
Clark, Cecil J--- **Rept. 1139**—525
Clark, Everett--- **Rept. 1139**—525
Clark, James P--- **Rept. 621**—432, 435, 440, 444–446, 449, 455, 458, 478
Clark, Lefty--- **Rept. 621**—71
Clark, Norman--- **Rept. 1139**—767
Clark, W. Foy--- **Rept. 1139**—33, 34, 49
Claude, Paul--- **Rept. 1417**—177, 178
Claudia Frocks Co--- **Rept. 1139**—504
Clay boat incident. (*See* Kohler-UAW strike.)
Clayton Act--- **Rept. 1139**—2
Clayton, Stanley--- **Rept. 1139**—501, 502
Clements, Hal--- **Rept. 1417**—336, 352–354, 368
Clements, Michael--- **Rept. 1139**—692–694
Clements, Presley--- **Rept. 1139**—398
Cleveland; coin-operated machines--- **Rept. 1139**—735, 857
Cleveland Federation of Labor--- **Rept. 621**—26
Cleveland Trust Co., Cleveland, Ohio--- **Rept. 1417**—229
Clift, James--- **Rept. 1417**—223, 224, 248, 249
Election as delegate to Teamsters convention--- **Rept. 1417**—248, 249
Loan to Hoffa and repayment--- **Rept. 1417**—224
Clinch, John (*see also* Teamsters Local 46)--- **Rept. 1139**—679–684
Brewery contract negotiated by--- **Rept. 1139**—682
Conflict of interests--- **Rept. 1139**—682, 683
Illegal brewery workers contract--- **Rept. 1139**—682, 683
Cline, Ralph--- **Rept. 1139**—400
Clinton Machine Co--- **Rept. 1139**—326
Clinton Sausage Works. (*See* Flint Sausage Works.)
Club Preview--- **Rept. 1139**—507
Club Royale--- **Rept. 621**—676
Club Thirteen--- **Rept. 1139**—770
Coast Cigarette Vendors--- **Rept. 1139**—845–848, 866
Coastal Tank Lines--- **Rept. 621**—440
Coca, Joseph--- **Rept. 1139**—518, 521, 523, 547, 566
Cochran, William E--- **Rept. 1417**—95–98
Coci, Sheriff William S--- **Rept. 1139**—838, 840, 841, 865
"Cockeyed Mickey" (Irving Rosenberg)--- **Rept. 1139**—772
Cody Committee:
Gosser findings--- **Rept. 1139**—414
Makeup and purpose--- **Rept. 1139**—413
Cody, Edward--- **Rept. 1139**—413, 414
Coercion:
A. & P. employees--- **Rept. 621**—232–234, 253, 276–278, 294, 296, 297
Beck, David D., toy truck sales to Teamsters locals--- **Rept. 1417**—69, 70
Karsh, Harry, top-down organizing--- **Rept. 621**—36, 39, 40–43
Kennedy, Eugene, testimony re A. & P. Co--- **Rept. 621**—234, 278, 290, 291
Coffey, Glen--- **Rept. 1139**—32, 33
Coffey, Tom--- **Rept. 1139**—24–29, 33, 48
Coffey's Transfer Co., owner-operator--- **Rept. 1139**—24
Teamster contract, pressure by Barney Baker--- **Rept. 1139**—28
Teamsters secondary boycott battle--- **Rept. 1139**—24
Coffey's Transfer Co--- **Rept. 1139**—24–27, 32, 34, 36, 42–46, 69, 70
Dispute with Teamsters--- **Rept. 1139**—69, 70
NLRB delayed decisions, fatal to--- **Rept. 1139**—24, 26–29
Noncompliers, Teamsters boycott, effects--- **Rept. 1139**—26
Secondary boycott:
Damage from--- **Rept. 1139**—27
Effected against--- **Rept. 1139**—25
Fight to eliminate--- **Rept. 1139**—24

Coffey's Transfer Co.—Continued Page
Summary ... **Rept. 1139**—25
Teamster contract forced upon ... **Rept. 1139**—25
Threats to employees ... **Rept. 1139**—25
Vandalism against ... **Rept. 1139**—25
Cofini, Robert J ... **Rept. 1417**—415, 417; **Rept. 1139**—98, 108
Cohen, Alexander ... **Rept. 1139**—748–753, 756, 859
Cohen, Arnold D ... **Rept. 621**—227, 229–232, 236, 308, 326, 327, 456–558, 477, 478
Butchers Union, request for A. & P. recognition ... **Rept. 621**—229, 230
Certification by NLRB, refusal to submit ... **Rept. 621**—232
Recognition of Butchers Union, demand for ... **Rept. 621**—227, 232
Cohen, Ben ... **Rept. 1139**—643, 707
Cohen, George M ... **Rept. 1417**—169, 205, 218
Cohen, Herbert ... **Rept. 1139**—106, 128
Cohen, J ... **Rept. 621**—225
Cohen, "Jewey." (*See* Bernoff, Jacob.)
Cohen, Joseph ... **Rept. 1417**—165, 169, 199, 205, 218
Cohen, Michael "Mickey" ... **Rept. 621**—25; **Rept. 1139**—504, 773, 843, 845–848, 866
Police record ... **Rept. 1139**—846
Cohen, Morris ... **Rept. 621**—35
Cohen, Nathan M.:
Sheet Metal Workers attorney ... **Rept. 1139**—90, 91, 95, 96
Wells, Emmett, counseled by before testifying ... **Rept. 1139**—90, 91
Cohen, Raymond, Teamsters Local 107 (*see also* Teamsters Local 107) **Rept. 1417**—237, 448; **Rept. 621**—10, 377–395, 397, 398, 402–411, 413–420, 431–433, 437, 440, 444, 446–449, 451, 454, 455, 459, 461, 464–466, 470, 477–483, 485, 486, 489, 492, 495, 502, 506, 507, 511, 513–516; **Rept. 1139**—873, 874.
Activities, irregular, summary ... **Rept. 621**—419
Boat, purchase of ... **Rept. 621**—414, 415
Campaign, unlimited funds ... **Rept. 621**—379, 383
Control by fear ... **Rept. 621**—387, 389, 390, 392
Elected business agents ... **Rept. 621**—384, 387
Election:
Ballot check by stewards ... **Rept. 621**—380
Campaign expenses siphoned from union treasury ... **Rept. 621**—383, 407
Funds expended for ... **Rept. 621**—379, 382, 383
Intimidation of voters ... **Rept. 621**—380
Local 169, assistance ... **Rept. 621**—382, 384
Opposition stifled ... **Rept. 621**—512, 513
Payoffs, campaign, false records of ... **Rept. 621**—383, 407
Reprisals against opposition ... **Rept. 621**—386, 387, 390, 391
Rigged ... **Rept. 621**—377–379
Supporters rewarded with union jobs ... **Rept. 621**—383
Voided by David D. Beck ... **Rept. 621**—377, 379
Expenditures, private, unaccountable ... **Rept. 621**—414–416, 419
Food Fair contract, special allowances ... **Rept. 621**—431–451, 459, 479
Forged checks ... **Rept. 621**—408, 500
Funds, Teamster, misuse of ... **Rept. 621**—10, 383, 384, 389, 390, 406–420, 479, 480, 494–496, 507
Boats ... **Rept. 1417**—237; **Rept. 621**—414, 415
Financial reports, fraudulent ... **Rept. 621**—406, 407
Payroll records, false ... **Rept. 621**—392
Personal items, clothes, gifts ... **Rept. 621**—414
Yacht, $17,000 ... **Rept. 1417**—237
Goon-squad beatings ... **Rept. 621**—380–382, 479, 480
Goons and racketeers appointed to offices ... **Rept. 621**—392
Hoffa, James R., endorsement of Cohen ... **Rept. 1417**—237
Horn & Hardart Baking Co., organization attempt ... **Rept. 621**—396–405
House and alterations, payments for ... **Rept. 621**—414
Intimidation, apparent, of witnesses ... **Rept. 621**—408–413
One-man control ... **Rept. 621**—377, 386
Opposition threatened ... **Rept. 621**—392
Organization by violence ... **Rept. 621**—396, 397
Records, payroll, false ... **Rept. 621**—392

Page

Cohen, Raymond, Teamsters Local 107—Continued
Senate Select Committee, complaint against ... Rept. 621—406
Stranglehold on union ... Rept. 621—392
Take-home pay versus expenditures, imbalance of ... Rept. 621—416, 417, 419
Wrongdoing, determination of, lack of action by Hoffa ... Rept. 621—10, 11
Cohen, Sam ... Rept. 621—225
Cohen, Sidney ... Rept. 1139—671, 700, 703
Harassment of, after election as Teamster officer ... Rept. 1139—671, 700
Teamsters Local 208 election ... Rept. 1139—671, 700
Teamster office regained by court action ... Rept. 1139—671
Teamster office, relinquishing of ... Rept. 1139—671, 700
Cohen, Simon (*see also* Banner Mercantile & Supply Corp.) ... Rept. 1139—645, 648
Dranow, Benjamin, loans to ... Rept. 1139—645
Dranow partner, Banner Mercantile & Supply Corp ... Rept. 1139—645
Thomas Department Store stock, loss on ... Rept. 1139—645
Cohn, B., & Sons ... Rept. 621—185
Cohn, Joseph ... Rept. 621—239, 254, 270, 271
Card count, testimony concerning ... Rept. 621—239
Local 400, Butchers Union fear of autonomy loss ... Rept. 621—270, 271
Secret agreement, opinion of ... Rept. 621—271
Coin Machine and Repairmen's Union. (*See* Coin-operated machines.)
Coin Machine Men of Oregon ... Rept. 1417—21
Coin-operated machines:
AMI, Inc., syndicate distributorship ... Rept. 1139—785
Accardo, Tony (also known as Joe Batters):
Chicago syndicate leader ... Rept. 1139—739
Gambling, use of facilities for ... Rept. 1139—741
Apalachin, N.Y., meeting, connection with ... Rept. 1139—737
Bootlegged phonograph records, article in Billboard ... Rept. 1139—779, 780
Burkhardt, Carl:
Counterfeit phonograph records, shipping of ... Rept. 1139—778
Indecent phonograph records, convicted for selling ... Rept. 1139—778
Bye, Bill, New York distributorship, activity in ... Rept. 1139—739
CIAA contract with IBEW Local 134 ... Rept. 1139—782
Catena, Gerardo, Apalachin, N.Y., meeting, connection with ... Rept. 1139—737
Century Music Co., ownership of ... Rept. 1139—739
Chicago area:
CIAA contract, IBEW Local 134, faking of ... Rept. 1139—782
CIAA, disappearance of Hyman Larner with books, records ... Rept. 1139—783, 784
CIAA, formation of ... Rept. 1139—781
CIAA, operators punished for not joining ... Rept. 1139—782
Chicago Crime Commission, investigation of counterfeit phonograph records ... Rept. 1139—778
Commercial Phonograph Survey Co., tribute exacted ... Rept. 1139—774, 784
English, Charles "Chuck":
Fake trademark records, possession of ... Rept. 1139—778
Lormar Distributing Co., operation of ... Rept. 1139—817
Police record ... Rept. 1139—776
Glimco, Joseph P. "Joey":
Century Distributing Co., refusal to unionize ... Rept. 1139—788, 817
Jukebox operations, interests in ... Rept. 1139—775
Greenburg, Sam:
Fake contract, IBEW Local 134 ... Rept. 1139—782
Payments to gangsters for sabotage ... Rept. 1139—782
Hilger, George, charged with counterfeiting trademark ... Rept. 1139—778
Holup, John, destruction of machine by Alex Ross ... Rept. 1139—783
IBEW Local 134:
Contract with CIAA ... Rept. 1139—782
Enforcement arm, use as ... Rept. 1139—775, 777
Racketeering, false front for ... Rept. 1139—774
Jukebox operators, domination by crime syndicate ... Rept. 1139—774
Kaplan, Arthur G., testimony re fake contract, CIAA ... Rept. 1139—782
Klebba, Herman J.:
Damage sustained by ... Rept. 1139—783
Testimony re syndicate and operators ... Rept. 1139—782, 783

Coin-operated machines—Continued
Chicago area—Continued
Larner, Hyman (Red Waterfall): Page
CIAA records, disappearance with ... Rept. 1139—783, 784
CIAA secretary ... Rept. 1139—781
IBEW Local 134, fake contract ... Rept. 1139—782
Payments to gangsters for sabotage ... Rept. 1139—782
Lindeloff, Robert, criminal pressure to favor certain records ... Rept. 1139—781
Lormar Distributing Co.:
Control of industry ... Rept. 1139—777–779
Counterfeiting of phonograph records ... Rept. 1139—778–780
English, Charles, operation by ... Rept. 1139—817
Giancana, Sam, operation by ... Rept. 1139—817
Operations of ... Rept. 1139—775, 776
McShane, James P., testimony re vandalism by CIAA ... Rept. 1139—782
Rini, James:
Damaging of machines ... Rept. 1139—782
Police record ... Rept. 1139—782
Romaszkiewicz, Leo, damage sustained by ... Rept. 1139—783
Ross, Alex:
Damaging of machines ... Rept. 1139—782
Police record ... Rept. 1139—782
Sipiora, Theodore:
Criminal pressure to favor certain records ... Rept. 1139—780, 781
Testimony re underworld domination ... Rept. 1139—776–781
Smith, Fred "Jukebox":
Role in union ... Rept. 1139—774
Shakedown of operators ... Rept. 1139—775, 781
Vogel, Eddie, payments to gangsters for sabotage ... Rept. 1139—782
Commercial Phonograph Survey Co., payoffs remitted to ... Rept. 1139—784
Cooney, Dennis "The Duke":
Underworld connection ... Rept. 1139—739
Wurlitzer jukeboxes, distributorship of ... Rept. 1139—739
Costello, Frank, use of facilities for gambling ... Rept. 1139—741
Counterfeiting of phonograph records, prosecution ... Rept. 1139—779
Criminal infiltration of industry ... Rept. 1139—736
Description of industry ... Rept. 1139—733, 734
Detroit:
AFL Federal Local 23814:
Brennan, Mrs. Owen Bert, salary payments to ... Rept. 1139—827
Employers association, sweetheart contract ... Rept. 1139—826, 827
Hoffa and Brennan, payoffs to ... Rept. 1139—827
Hoffa, Mrs. James R., salary payments to ... Rept. 1139—827
Bilvin Distributing Co.:
Investments by underworld figures ... Rept. 1139—828
Jukebox operations, monopoly of ... Rept. 1139—830
Wurlitzer franchise, termination of ... Rept. 1139—831
Wurlitzer jukeboxes, franchise for ... Rept. 1139—827
Brennan, Owen Bert, payoffs from local 23814 ... Rept. 1139—827
Brennan, Mrs. Owen Bert, on union payroll ... Rept. 1139—827
Brilliant, Joseph:
Bufalino, William E., favoring of relatives ... Rept. 1139—833, 834
Control of jukebox operations, struggle for ... Rept. 1139—826
Jukebox locations, harassment of ... Rept. 1139—833, 834
Teamster agents, raiding locations by ... Rept. 1139—835
Bufalino, William E.:
Bilvin Distributing Co., investment in ... Rept. 1139—828
Conflict of interests ... Rept. 1139—836
Hoodlums and rackeeteers, associations with ... Rept. 1139—836, 837
Personal aggrandizement ... Rept. 1139—837
Relatives, favoring of ... Rept. 1139—833–835
Teamster Local 985, control of ... Rept. 1139—829
Coleman, Morris, jukebox operations ... Rept. 1139—836
DeSchryver, Victor:
Hoffa and Brennan, payments to ... Rept. 1139—827
Presser, William, payments to ... Rept. 1139—826

Coin-operated machines—Continued
Detroit—Continued
Page
DiLiberto, Carlo, Bilvin Distributing Co. Rept. 1139—828
Goldman, Morris:
Association-union setup Rept. 1139—830, 831
Bufalino, William E., accepted into operators' association Rept. 1139—830
Owner-operators in union, reason for Rept. 1139—832
Ditta, Nick, Bilvin Distributing Co., investment in Rept. 1139—828
Hammergren, Mike:
Alliance with underworld, jukebox sales Rept. 1139—826
Wurlitzer distributorship to Meli, payoff for Rept. 1139—828
Hoffa, James R.:
Payoffs from AFL Federal Local 23814 Rept. 1139—827
Racketeers in Teamsters, responsibility for Rept. 1139—823
Teamsters Local 985, charter obtained for Rept. 1139—831
Hoffa, Mrs. James R., on union payroll Rept. 1139—827
Holland, Neil, operators in union Rept. 1139—824
James, Eugene C. "Jimmy":
Bufalino, William E., accepted into union Rept. 1139—830
Jukebox distributorships, interest in Rept. 1139—827
Union charter, revocation of Rept. 1139—831
Johnson, Sigfrid, testimony re Teamster pressure Rept. 1139—832, 833
LaVigne, Sam, police record Rept. 1139—825
Meli, Angelo:
Bilvin Distributing Co., investment in Rept. 1139—828
Police record Rept. 1139—828
Wurlitzer distributorship, establishment of Rept. 1139—827, 828
Presser, William, union-association setup Rept. 1139—826
Priziola, John:
Bilvin Distributing Co., investment in Rept. 1139—828
Police record Rept. 1139—828, 829
Wurlitzer distributorship, establishment of Rept. 1139—827, 828
Scholle, Auguste (Scholl, August):
Charters, attempt by gangsters to obtain Rept. 1139—825
Racket unions, testimony re Rept. 1139—823
Unions operated for employers' benefit Rept. 1139—824
Small, Roy, domination of union by operators Rept. 1139—824, 825
Teamsters Local 985:
Bombings Rept. 1139—835
Charter, fraudulent use of Rept. 1139—831, 832
Charter issued by Rept. 1139—825
James, Eugene C. "Jimmy," operation by Rept. 1139—831
Shakedown of businessmen Rept. 1139—837
Tocco, Sam:
Bilvin Distributing Co.:
Front for Rept. 1139—828
Investment in Rept. 1139—828
United Electrical Workers, Local 737, revocation of charter Rept. 1139—824
Watts, Cecil, jukebox operations Rept. 1139—836
Welsh, Lawrence, jukebox operations Rept. 1139—836
Dragna, Jack, gambling, use of facilities for Rept. 1139—741
East Chicago, Ind.:
Coin Machine and Repairmen's Union:
Syndicate head as official Rept. 1139—810
Syndicate partner as member Rept. 1139—811
Lakeside Specialty Co.:
Slaboski, Judge Jack, payoffs to Rept. 1139—812
Syndicate pinball operations, cover for Rept. 1139—810
McDonald, Kenneth:
Income, failure to report Rept. 1139—812
Lakeside Specialty Co., partner in Rept. 1139—810
Syndicate, control of Rept. 1139—810
Peters, Ted, conduit for payoffs Rept. 1139—812
Pinball machines, city ordinance against Rept. 1139—810

Coin-operated machines—Continued
East Chicago, Ind.—Continued
Page
Powers, John:
Lakeside Specialty Co., partner in ... Rept. 1139—810
Reprisals, fear of in testifying ... Rept. 1139—810
Rizzo, Frank:
Coin Machine and Repairmen's Union, member of ... Rept. 1139—811
Lakeside Specialty Co., partner in ... Rept. 1139—810
Pinball operations, income from ... Rept. 1139—811
Union protection against legitimate unionism ... Rept. 1139—811, 812
Schaefer-McDonald syndicate:
Federal gambling stamps, purchase of ... Rept. 1139—810
Gifts to officials, money expended ... Rept. 1139—810
Gifts to officials, monopoly obtained by ... Rept. 1139—810, 811
Holovachka, Metro, gifts to ... Rept. 1139—813
Pinball operations:
Profits from ... Rept. 1139—810
Toleration by police ... Rept. 1139—810
Schaefer, Rowland:
Coin Machine and Repairmen's Union, official of ... Rept. 1139—810
Income, failure to report ... Rept. 1139—812
Lakeside Specialty Co., partner in ... Rept. 1139—810
Pinball operations, income from ... Rept. 1139—810
Syndicate, control of ... Rept. 1139—810
Sinclair, Richard G., re payoffs to Judge Slaboski ... Rept. 1139—812
Slaboski, Judge Jack, payoffs from pinball operations ... Rept. 1139—812
English, Charles, role in syndicate ... Rept. 1139—776
Giancana, Sam "Mooney," role in syndicate ... Rept. 1139—784
Glimco, Joseph P.:
AMI distributorship, syndicate machines bought from ... Rept. 1139—785
Syndicate, role in ... Rept. 1139—773
Goldberg, Al, connections with underworld elements ... Rept. 1139—739
Guzik, Jake "Greasy Thumb":
Capone mob, member of ... Rept. 1139—739
Wurlitzer jukeboxes, distributorship of ... Rept. 1139—739
Hackmeyer, Capt. Richard, testimony re infiltration by underworld ... Rept. 1139—737, 738
Hammergren, Milton J.:
Distributorships, organization of ... Rept. 1139—739, 740
Gangsters, use of to increase sales ... Rept. 1139—739
New York distributorship, activity in ... Rept. 1139—739
Wurlitzer Co., cooperation with underworld ... Rept. 1139—739–741
Industry membership ... Rept. 1139—734, 735
Jefferson Parish, La.:
Coci, Sheriff William S.:
Gangster-controlled machines favored ... Rept. 1139—838
Protection given to operators ... Rept. 1139—840
Control of operations by racketeers ... Rept. 1139—837
Gillen, Richard J.:
Coci, Sheriff, protection supplied by ... Rept. 1139—840
Huey Co. machines, switch to ... Rept. 1139—839
Huey Distributing Co.:
Huffine, Albert, pressure upon operators ... Rept. 1139—839
Marcello-controlled jukebox company ... Rept. 1139—840
Huffine, Albert, required use of Huey Co. machines ... Rept. 1139—839
Kohn, Aaron:
Coci, Sheriff William S., help given gangsters ... Rept. 1139—838
Collusion: Management, gangsters, public officials ... Rept. 1139—838
Marcello, Carlos, operation of shortwave radio ... Rept. 1139—840, 841
Union membership, drawbacks ... Rept. 1139—837, 838
Marcello, Carlos:
Deportation proceedings, delay of ... Rept. 1139—841
Domination of industry ... Rept. 1139—838
Jukebox operations ... Rept. 1139—840
Shortwave radio station, operation of ... Rept. 1139—840, 841
Richardson, Walter:
Harassment by sheriff's office ... Rept. 1139—838, 839
Jukebox operations, testimony re ... Rept. 1139—838

Page

Coin-operated machines—Continued
Kearney, Joseph A., infiltration by underworld ... Rept. 1139—737
King, Rufus:
Gambling machines, income produced by ... Rept. 1139—743
Pinball games, introduction of ... Rept. 1139—742
Lake County, Ind.:
Aliotta, Frank, association with Pinelli ... Rept. 1139—819
Blankenford, Maj. Paul:
Law enforcement ... Rept. 1139—809
Operations by Welbourn-Sohacki syndicate ... Rept. 1139—809, 810
Century Distributing Co.:
Formation by syndicate ... Rept. 1139—788, 814
Glimco, Joseph, refusal to unionize ... Rept. 1139—788, 817
Pinelli, Anthony, operation by ... Rept. 1139—817
Coin Machine and Repairmen's Union:
Coalition against ... Rept. 1139—788, 800
Dissolution of ... Rept. 1139—796, 800, 804, 805
Conroy, Walter:
Actions favoring syndicate ... Rept. 1139—793–795, 800
Dictatorial actions against independent operators ... Rept. 1139—795, 800
Formusa, John, association with ... Rept. 1139—818
Independent operators, pressure against ... Rept. 1139—791, 794, 800
Law-enforcement methods ... Rept. 1139—800–803
Pinball machines, illegal confiscation of ... Rept. 1139—801, 802
Removal of machines ordered by ... Rept. 1139—788, 794, 795, 800
Welbourn-Sohacki syndicate, assistance ... Rept. 1139—803
Crime syndicate operations ... Rept. 1139—816–818
Dicks, George, police record ... Rept. 1139—819
Doerfer, John C.:
Investigation of radio station ... Rept. 1139—798, 799
Radio station ... Rept. 1139—797–799
Doyle, Jack:
Gambling operations, indictment for ... Rept. 1139—813
Income-tax evasion conviction ... Rept. 1139—814, 815
Formusa, John:
Gary police, association with members ... Rept. 1139—818, 819
M. & J. Motel, operation of ... Rept. 1139—818, 819
Prostitution czar ... Rept. 1139—799, 802, 814, 815, 818, 819
Vice operations, income from ... Rept. 1139—819
Gary Crime Commission, efforts to eliminate vice ... Rept. 1139—799
Gary Police Department:
Smith, Donald, association with gamblers ... Rept. 1139—814, 815
Syndicate machines forced upon operators ... Rept. 1139—789
Unetich, Frank, association with gamblers ... Rept. 1139—815, 816
Vice squad associated with gamblers ... Rept. 1139—814, 815
Giancana, Sam "Mooney":
Lormar Distributing Co., operation of ... Rept. 1139—817
Police record ... Rept. 1139—816, 817
Glimco, Joseph P., resistance to unionizing ... Rept. 1139—788
Goot, Herman, harassment by law-enforcement officials Rept. 1139—794, 795
Hagler, Margaret, police and political pressure ... Rept. 1139—791, 792
Hammond Sales Co., syndicate operations ... Rept. 1139—794
Holovachka, Metro:
East Chicago syndicate, gifts from ... Rept. 1139—813
Financial transactions ... Rept. 1139—796, 797
Formusa, John, help given ... Rept. 1139—818, 819
Gambling, lack of action against ... Rept. 1139—807, 808, 818
Illegal pinball machines, spreading of ... Rept. 1139—788, 803
Income, unidentified source of ... Rept. 1139—803–806, 808
Independent pinball operators, actions against ... Rept. 1139—803, 805
Investigations, control of ... Rept. 1139—800
Pinball machines, illegal confiscation of ... Rept. 1139—806, 807
Public office, corruption of ... Rept. 1139—788, 789

Coin-operated machines—Continued
Lake County, Ind.—Continued
Holovachka, Metro—Continued
Page
Subpena, service of ... Rept. 1139—803, 804
Syndicate pinball machines, favoring of ... Rept. 1139—790, 794, 800, 803
Welbourn-Sohacki syndicate, help to ... Rept. 1139—803–806
Indiana State Police, actions against vice ... Rept. 1139—809
Indiana Supply Co., shortwave radio operation ... Rept. 1139—797
Kampo, Michael, Jr., law enforcement ... Rept. 1139—799, 800
Law-enforcement officials:
Action against syndicate ... Rept. 1139—789, 790, 799, 808
Harassment of independent operators ... Rept. 1139—791–793
Master Barbers Association:
Organizing, funds used ... Rept. 1139—820
Thugs, employment of ... Rept. 1139—819
Morgano, Tom:
Bribery, State officials, attempt ... Rept. 1139—820–822
Master Barbers Association, employed by ... Rept. 1139—819
Police record ... Rept. 1139—821
Porter County, Ind., vice ... Rept. 1139—820
Pinelli, Anthony:
Century Distributing Co., organization of ... Rept. 1139—814
Illegal operations, organization of ... Rept. 1139—814, 817
Income, unidentified source of ... Rept. 1139—816
Underworld activities, methods used ... Rept. 1139—818
Plunkett, William, machines confiscated by police ... Rept. 1139—793
Police favoritism, crime syndicate ... Rept. 1139—793, 794
Public officials, corruption of ... Rept. 1139—788
Rayder, Harold:
Morgano, Tom:
Attempt to bribe official ... Rept. 1139—820–822
Recording of meeting ... Rept. 1139—822, 823
Pinelli-Giancana syndicate, invasion of Porter County Rept. 1139—821–823
Schiralli, Rocco, Chicago hoodlum connection ... Rept. 1139—788, 814
Smith, Donald, association with Formusa ... Rept. 1139—814, 815, 818
Sohacki, Steven:
License, shortwave radio ... Rept. 1139—797
Monopoly over pinball machines ... Rept. 1139—796, 797, 803
Payoffs to former county prosecutor ... Rept. 1139—796
Pinball syndicate head ... Rept. 1139—790
Support from county prosecutor's office ... Rept. 1139—803
Steele, Albert, harassment by law-enforcement officials ... Rept. 1139—792, 793
Testo, John:
Coin Machine and Repairmen's Union, dissolution of ... Rept. 1139—803
Glimco, Joseph P., resistance to unionizing ... Rept. 1139—788, 819
Operators, unionizing of ... Rept. 1139—788
Public officials, threats by ... Rept. 1139—788, 789
Unetich, Frank, association with Formusa ... Rept. 1139—815, 816, 818
Union activity, effect of organized crime ... Rept. 1139—813, 814
Verplank, Cornelius, Jr., antivice efforts ... Rept. 1319—799
Welbourn, George:
Help from county prosecutor's office ... Rept. 1139—803
Monopoly over pinball machines ... Rept. 1139—796, 797, 803
Pinball syndicate head ... Rept. 1139—790
Welbourn-Sohacki syndicate:
Coin Machine and Repairmen's Union dissolution ... Rept. 1139—796, 800
Competitors, advantages over ... Rept. 1139—788, 800
Favored treatment by prosecutor's office ... Rept. 1139—788–795, 800
Illegal pinball machines introduced ... Rept. 1139—788
Monopoly ... Rept. 1139—790, 791, 803
Payoffs to county prosecutor ... Rept. 1139—796, 797
Prosecutor's office, assistance by ... Rept. 1139—803
Radio system, operation of ... Rept. 1139—797–799

Coin-operated machines—Continued
Lake County, Ind.—Continued
Witecki, Frank: Page
Law-enforcement action ... Rept. 1139—790
Testimony re syndicate activities ... Rept. 1139—789, 790
Zeis, Harold S., obstacles created by county prosecutor ... Rept. 1139—809
Zizzo, Frank:
Gambling operations ... Rept. 1139—820
Police record ... Rept. 1139—819
Lansky, Meyer:
Distributorship reorganization in Philadelphia ... Rept. 1139—740
Gambling, use of facilities for ... Rept. 1139—741
New York distributorship, activity ... Rept. 1139—739
Law-enforcement agencies, failure of ... Rept. 1139—742
Lindeloff, Robert, protection payoffs to Fred T. "Jukebox" Smith ... Rept. 1139—784, 785
Los Angeles and vicinity:
Bompensiero, Frank:
Labor union, demand for 50 percent cut ... Rept. 1139—843, 844
Police record ... Rept. 1139—843
Carr, Meyer: Cohen and Sica, help refused ... Rept. 1139—847, 848
Central Labor Council, label selling discontinued ... Rept. 1139—842
Coast Cigarette Vendors:
Cohen and Sica help refused ... Rept. 1139—847, 848
Location war, involved in ... Rept. 1139—845
Cohen, Mickey:
Depredations in industry ... Rept. 1139—845
Jukebox operations, arrangements for ... Rept. 1139—843
Police record ... Rept. 1139—846
Unpaid taxes, money owed ... Rept. 1139—848
IBEW Local 1052:
Charter, revocation of ... Rept. 1139—844
Formation of union at behest of operators ... Rept. 1139—841
Union labels, sale of ... Rept. 1139—842
Matula, Frank:
Alliance formed with Joe Peskin ... Rept. 1139—842
Police record ... Rept. 1139—843
McCoy, Babe, entry into location war ... Rept. 1139—845
Peskin, Joseph:
AMI machines, franchise to distribute ... Rept. 1139—842
Locations with IBEW labels, raiding of ... Rept. 1139—842
Rowe Service Co.:
Location war, involved in ... Rept. 1139—845
Sica, Jerry, placed on payroll ... Rept. 1139—846
Seedman, George:
Cohen, Mickey, payments to ... Rept. 1139—846, 848
Hoodlum element, help sought from ... Rept. 1139—845
Sherry, Hal:
Attack upon ... Rept. 1139—844
IBEW Local 1052, formation of ... Rept. 1139—841, 842
Operators, pressure upon ... Rept. 1139—842
Union labels, sale of ... Rept. 1139—842
Sica, Alfred "Fred":
Neutrality payoff offered ... Rept. 1139—846
Police record ... Rept. 1139—847
Southern California Music Operators Association:
IBEW Local 1052, formation of ... Rept. 1139—841
Operators as union members ... Rept. 1139—842
Teamsters Local 396, muscling into industry ... Rept. 1139—842
Vaughn, Thomas:
Cohen, Mickey, payments to ... Rept. 1139—846
Hoodlum element, help sought from ... Rept. 1139—845
MONI (Music Operators of Northern Illinois), payoffs to "Jukebox" Smith ... Rept. 1139—784
Mafia, penetration by ... Rept. 1139—738, 739
Meli, Angelo, Wurlitzer jukebox distribution ... Rept. 1139—740

Coin-operated machines—Continued
Miami area:
Amusement Machine Operators Association (AMOA): Page
Formation of—Rept. 1139—849
Randazzo, Anthony, hiring of—Rept. 1139—849
Automatic Music Guild:
Formation of—Rept. 1139—849
Randazzo, Anthony, hiring of—Rept. 1139—849
Baitler, Leonard:
Bona fide union, attempt to form—Rept. 1139—850
Racket union, members herded into—Rept. 1139—850, 851
Teamsters Local 290, members brought into—Rept. 1139—854
Blatt, William:
Dioguardi, Frank, negotiations with—Rept. 1139—855
Raiding of locations, remedy for—Rept. 1139—849
Dioguardi, Frank, location raiding by—Rept. 1139—855
Electricians Union (IBEW):
Disavowal of jurisdiction—Rept. 1139—850, 851
Racket union, members turned over to—Rept. 1139—851
Helow, Donald, assault upon—Rept. 1139—852
Hoffman, Sal:
Karpf, Charles, repudiation of—Rept. 1139—850, 855
Local 598 charter, revocation of—Rept. 1139—850
Indellicato, Joseph:
Mediator, offer to act as—Rept. 1139—853, 854
Police record—Rept. 1139—853
Karpf, Charles:
Employers union, organizing of—Rept. 1139—849
Scheme for control of industry, defeat of—Rept. 1139—855
Upholsterers Union, repudiation by—Rept. 1139—850
Mangone, Joseph: AMOA, formation of—Rept. 1139—849
Massei, Joseph, jukebox operations—Rept. 1139—849
Norman, Robert:
Association-union collusion—Rept. 1139—853
Opposition to union and association; stinkbomb—Rept. 1139—852
Randazzo, Anthony:
AMOA, hired as business manager—Rept. 1139—849
Automatic Music Guild, hired by—Rept. 1139—849
Licensed as labor representative—Rept. 1139—854, 855
Sullivan, Dan:
Attackers of Donald Helow, conviction of—Rept. 1139—852
Karpf's scheme for control, defeat of—Rept. 1139—855
Taran, Sam, control of industry, formation of union for—Rept. 1139—854
Textile Workers Union, entry into industry—Rept. 1139—850, 851
Upholsterers Union Local 598:
Charter, revocation of—Rept. 1139—850
Karpf, Charles, posing as agent—Rept. 1139—849
New York area:
AAMONY:
Activities of—Rept. 1139—743
Contract with Retail Employees Local 254—Rept. 1139—746
Merger with UCMONY—Rept. 1139—765
Amalfitano, John:
Control of local 19, FSWU—Rept. 1139—755, 764
Gangland associates—Rept. 1139—764
Bernoff, Charles, activities in factoring operations—Rept. 1139—770, 771
Bernoff, Jacob, criminal activities—Rept. 1139—771
Caggiano, James:
Beating of—Rept. 1139—744, 745
Underworld connections—Rept. 1139—746, 747
Calland, Frank, use of goons—Rept. 1139—744, 745
Camerona, Anthony, entry into union activities—Rept. 1139—763, 764
Caruso, John Richard, entry into union activities—Rept. 1139—763, 764

Coin-operated machines—Continued
New York area—Continued
Page
Cohen, Al:
Protection sold by ... Rept. 1139—750
Raiding of locations by ... Rept. 1139—748, 749
Secretary-treasurer, local 531, United Industrial Union ... Rept. 1139—752
Operation ... Rept. 1139—753
Coleman, Justice, remarks of ... Rept. 1139—754, 755
Constandy, John:
Testimony re local 531, UIU ... Rept. 1139—753, 754
Testimony re operations of local 19, FSWU ... Rept. 1139—763, 764
Corallo, Tony "Ducks," control of Teamster locals ... Rept. 1139—755, 756
DeGrandis, Joseph:
Police record ... Rept. 1139—766, 767
Teamsters Local 266, head of ... Rept. 1139—766
Denver, Albert S.:
Re harassment of association members ... Rept. 1139—766
Re MONY ... Rept. 1139—744
Dioguardi, John, local 102, UAW-AFL, turned over to ... Rept. 1139—755
Federated Service Workers Union Local 19:
Control by John Amalfitano ... Rept. 1139—755
Formation of ... Rept. 1139—755
Injunction granted to MONY against ... Rept. 1139—764
Location raiding by ... Rept. 1139—756
Filicomo, Ernest:
Murder threats ... Rept. 1139—757, 758
Police record ... Rept. 1139—756
Gallo, Joseph, police record ... Rept. 1139—768, 769
Gallo, Lawrence:
Claims upon locations ... Rept. 1139—757–759
FSWU Local 26, recruiting for ... Rept. 1139—759
Police record ... Rept. 1139—769
Gilbert, Abraham, re operations of unions ... Rept. 1139—747, 748
Giovanelli, Fred, police record ... Rept. 1139—750
Goldberg, Sylvia, president, local 531, United Industrial Union ... Rept. 1139—752
Gottlieb, Benjamin:
Protection purchased by ... Rept. 1139—750
Re raiding by local 531, United Industrial Union ... Rept. 1139—749, 750
Green, Milton, beating of ... Rept. 1139—767, 768
Guerci, Charles, entry into union activities ... Rept. 1139—748
Henry, Howard, treasurer, local 1690, RCIA ... Rept. 1139—752
Hickey, Tom, Teamsters Local 202 trustee ... Rept. 1139—765
IBEW Local 786, revocation of charter ... Rept. 1139—744
IUE Local 465:
Revocation of charter ... Rept. 1139—747
Starting of ... Rept. 1139—747
Iovine, Joseph A., conflict of interests ... Rept. 1139—767
Jacob, Eugene, Teamsters Local 266, control of ... Rept. 1139—766
Jacobs, Herbert, UCMONY, control of ... Rept. 1139—766
Javors, Sol, re Federated Service Workers Union ... Rept. 1139—755, 756
Jordan, Cyril T., re gangsters in industry ... Rept. 1139—768–770
Kasper, Eli, re formation of local 266, IBT ... Rept. 1139—765
Lafayette, Paul:
Charter to Guerci, issued by ... Rept. 1139—748
Expulsion of ... Rept. 1139—745
LaRocco, Joseph, president, United Industrial Union ... Rept. 1139—752
Latriano, Biagio, murder of ... Rept. 1139—764
Leone, Nicholas, conviction for extortion ... Rept. 1139—755
Lichtman, Charles:
Activities of ... Rept. 1139—746
Local 254, RWDS, contract sold by ... Rept. 1139—746

Coin-operated machines—Continued
New York area—Continued
Page
Lombardozzi, Carmine:
Activities of ... Rept. 1139—749, 750
Attendance at Apalachin meeting ... Rept. 1139—750, 764
MONY:
Domination of jukebox field ... Rept. 1139—743
Injunction against local 19, FSWU ... Rept. 1139—764
Injunction against local 531, UIU ... Rept. 1139—754
Operations of ... Rept. 1139—744, 745
McCann, James G., extortion payment ... Rept. 1139—751, 752
Mezansky, Samuel, re paper locals ... Rept. 1139—764, 765
Mishel, Irving, re factoring activities ... Rept. 1139—771–773
Mooney, Lt. James S., re crime syndicate ... Rept. 1139—750
Morris, Harold, re union operations ... Rept. 1139—751
O'Rourke, John, Teamster, Local 266 jurisdiction ... Rept. 1139—765
Panarella, Charles (alias Len Conforti), police record ... Rept. 1139—759
Paper locals, activities of ... Rept. 1139—745, 746
Pearl, Mortimer:
Activities in local 531, United Industrial Union ... Rept. 1139—751
Entry into union activities ... Rept. 1139—750, 751
Retail Clerks Local 433:
Raiding locations by ... Rept. 1139—748
Revocation of charter ... Rept. 1139—749
Threat of picketing by ... Rept. 1139—751
Retail Clerks Local 1690:
Injunction against local 531, UIU ... Rept. 1139—754
Operation of ... Rept. 1139—743, 744
Retail, Wholesale, Department Store Local 254:
Contract, selling of ... Rept. 1139—747
Contract with AAMONY ... Rept. 1139—746
Operations of ... Rept. 1139—746, 747
Saul, Sidney:
Beating of ... Rept. 1139—760–763
Pressure on operators ... Rept. 1139—756–763
Threats against ... Rept. 1139—756, 757
Teamsters Local 202, refusal to sell union labels ... Rept. 1139—765
Teamsters Local 266:
Control by Herbert Jacobs ... Rept. 1139—766
Formation of ... Rept. 1139—765
Jursidiction awarded ... Rept. 1139—765
Operations of ... Rept. 1139—767
Tuzio, Anthony "Dutch," police record ... Rept. 1139—759
UCMONY:
Control by Herbert Jacob ... Rept. 1139—766
Formation of ... Rept. 1139—765
Unions:
Rivalry between ... Rept. 1139—744, 745
Role of ... Rept. 1139—743, 744
United Industrial Union Local 531:
Injunction granted to local 1690, RCIA ... Rept. 1139—754
Injunction granted to MONY against ... Rept. 1139—754
Phony setup as union ... Rept. 1139—752, 753
Raiding of locations by ... Rept. 1139—749
Shakedown, nature of ... Rept. 1139—750
Vladeck, Stephen C.:
Re local 433, RCIA ... Rept. 1139—749
Re local 1690, RCIA ... Rept. 1139—745
Willse, Sherman S., re factoring activities; Charles Pernoff ... Rept. 1139—770, 771
Zakman, Samuel, conviction of extortion ... Rept. 1139—755
Operation methods ... Rept. 1139—735, 736
Pera, Martin F.:
Criminals in coin-machine business, reason ... Rept. 1139—739, 740
Mafia in unions, reason for ... Rept. 1139—739, 740
Plaza Amusement Co., controlled by Frank Wortman ... Rept. 1139—738

Coin-operated machines—Continued
Poss, Bernard: Page
Equipment destroyed by syndicate ... Rept. 1139—787
Invasion by syndicate ... Rept. 1139—785–787
Pranno, Rocco:
Cutting in on going concerns ... Rept. 1139—785, 786
Police record ... Rept. 1139—785
Recording talent, criminal sponsorship of ... Rept. 1139—780
Roisner, Morris, distribution of Wurlitzer jukeboxes ... Rept. 1139—740
Shortwave radio, use by criminals ... Rept. 1139—743
Smith, Eddie: New York distributorship, activity in ... Rept. 1139—739
Smith, Fred "Jukebox":
Extortion, use of union position for ... Rept. 1139—781
Syndicate, role in ... Rept. 1139—773
Syndicate:
Actions against operators ... Rept. 1139—782, 783
Destruction of equipment ... Rept. 1139—787
English, Charles, activities ... Rept. 1139—776
Giancana, Sam "Mooney," activities ... Rept. 1139—784
Glimco, Joseph P., activities ... Rept. 1139—773
Invasion of jukebox business ... Rept. 1139—784, 785
Operations outside Chicago ... Rept. 1139—784
Organization of underworld in Midwest ... Rept. 1139—773
Shakedown of operators ... Rept. 1139—781
Smith, Fred "Jukebox," activities ... Rept. 1139—773
Vogel, Eddie, activities ... Rept. 1139—774, 784
Taran, Sam, Wurlitzer jukebox distribution ... Rept. 1139—740
UAW Local 12, Toledo, operation of slot machines ... Rept. 1139—450–452
Underworld elements, penetration by:
Catena, Gerardo, New Jersey ... Rept. 1139—737
Patriarca, Ray, Providence ... Rept. 1139—737
Salardino, Joe, Denver ... Rept. 1139—737
Vitale, John, St. Louis ... Rept. 1139—737
Vogel, Eddie, Chicago ... Rept. 1139—737
Zito, Frank, Springfield, Ill ... Rept. 1139—737
Zwillman, Abner "Longy," New Jersey ... Rept. 1139—737
Underworld infiltration ... Rept. 1139—741, 742
Vitale, John:
Business interests ... Rept. 1139—737
Killer, reputation as ... Rept. 1139—738
Vogel, Eddie:
Gambling, use of facilities for ... Rept. 1139—741
Operators, shaking down ... Rept. 1139—737
Syndicate, role in ... Rept. 1139—774, 784
Wortman, Frank "Buster":
Plaza Amusement Co., controlling interest in ... Rept. 1139—738
St. Louis area underworld leader ... Rept. 1139—738
Wurlitzer jukebox distribution ... Rept. 1139—740
Wurlitzer Co. sales methods ... Rept. 1139—739
Zito, Frank, Apalachin, N.Y., meeting, connection with ... Rept. 1139—737
Zwillman, Abner "Longy":
Gambling, use of facilities for ... Rept. 1139—741
Suicide ... Rept. 1139—737
Cole, David ... Rept. 1139—66
Cole, Kenneth ... Rept. 1139—326
Cole, Norman A ... Rept. 621—243, 244, 248
Forged cards, King Kullen employees ... Rept. 621—243, 244
Coleman Co., Inc., Wichita ... Rept. 1139—72, 74, 75, 95
Burrows, Carl L., official of ... Rept. 1139—71
National Appliance Workers, independent union ... Rept. 1139—72
Payments to Arthur H. Cronin for labor peace ... Rept. 1139—72, 73
Résumé ... Rept. 1139—72
Stove Mounters Union, contract with ... Rept. 1139—72
Coleman, Justice ... Rept. 1139—754, 859
Coleman, Morris ... Rept. 1417—248; Rept. 1139—836, 865
Colianni, Mr ... Rept. 1139—820
Colling, Kenneth ... Rept. 1139—525, 526

Page
Collins, Frank ... **Rep. 621**—29; **Rep. 1139**—688–690
Colonial Hardware Co ... **Rep. 1139**—307, 313, 314, 317, 423, 424, 427–430, 433
Gosser, Richard T., sale of to Local 12, UAW ... **Rep. 1139**—307, 429
Gosser and Schultz, owners of ... **Rep. 1139**—307, 406, 423, 429
Merchandise sales to local 12, price markup ... **Rep. 1139**—313, 314, 426–430
Records of, nonavailability to committee ... **Rep. 1139**—406
Columbus Trotting Association, Hoffa and Brennan investment ... **Rep. 1417**—233
Comer, Everett ... **Rep. 1417**—356
Comforte, Victor ... **Rep. 1139**—517, 529, 564, 567
Cominsky, Edward ... **Rep. 1417**—411, 412
Commercial Carriers Corp. (*see also* Test Fleet) ... **Rep. 1417**—230–232, 250, 444, 445; **Rep. 1139**—577, 871
Contracts, hauling, Test Fleet Corp ... **Rep. 1139**—577
Labor dispute, Hoffa assistance in ... **Rep. 1139**—577
Services provided Test Fleet ... **Rep. 1139**—577
Test Fleet, business association ... **Rep. 1417**—230
Test Fleet, loan guaranty by Commercial ... **Rep. 1139**—577
Commercial Phonograph Survey ... **Rep. 1139**—774, 775, 860
Committee for Democratic Unionism ... **Rep. 1139**—405, 413, 414, 419, 424
Charges filed against Gosser ... **Rep. 1139**—414, 424
Purpose and makeup ... **Rep. 1139**—405, 413, 419
Committee on Professional Guidance, Philadelphia Bar Association ... **Rep. 621**—483, 484, 487, 509
Committee To Save Toledo's Payrolls ... **Rep. 1139**—306, 313, 317
Common carriers:
Restraint of trade, combination ... **Rep. 1139**—22
Shipments refused, Teamster pressure ... **Rep. 1139**—20, 21, 24, 39
Common Council of Yonkers, N.Y ... **Rep. 1417**—305
Common Laborers' Union Local 57 (Philadelphia) ... **Rep. 621**—462
Commonwealth Bank of Detroit ... **Rep. 1417**—225–227
Hoffa pressure re loans ... **Rep. 1417**—225
Communale, Michael (*see also* Dorn Transportation Co.) ... **Rep. 1139**—668, 669
Assistant prosecutor, Hudson County, N.J ... **Rep. 1139**—668
Retainer paid by Dorn, no work performed ... **Rep. 1139**—668, 669
Communist Party ... **Rep. 1139**—209, 628, 699, 701, 703
Community Chest ... **Rep. 1139**—257, 258, 276
Complete Auto Transit Co ... **Rep. 1139**—587
Compton, Raymond J., NLRB attorney ... **Rep. 1417**—257, 258
NLRB limitations, testimony re ... **Rep. 1417**—258
Taft-Hartley Act violations, opinions re ... **Rep. 1417**—257, 258
Concord Hotel:
Gordon, Abraham, rent-free, 2 years ... **Rep. 1139**—658
S. G. S. Associates, labor relations consultants ... **Rep. 1139**—658
Concrete Alliance ... **Rep. 621**—571
Confectionery and Tobacco Jobbers Union ... **Rep. 1139**—661
Confederated Unions of America (CUA) ... **Rep. 1139**—749
Conference on Transportation Unity:
Hoffa efforts to form ... **Rep. 1139**—616, 627–629
ILA refuses negotiations with ILWU ... **Rep. 1139**—629
Schmidt, Godfrey, opposition to ... **Rep. 1139**—617
Conflict of interests:
Bassett, Sam ... **Rep. 1417**—60, 87
Blakely, James ... **Rep. 1139**—560
Brewster, Frank W ... **Rep. 1417**—45, 48, 49
Bridge, John ... **Rep. 1139**—32, 33, 41, 46
Bufalino, William E ... **Rep. 1139**—836
Carroll, John Rogers ... **Rep. 621**—479, 485–513
Chapman, Frank M ... **Rep. 621**—572
Clinch, John ... **Rep. 1139**—682, 683
Cooper, Herman, Bakery Workers general counsel ... **Rep. 1417**—109
Fay, Joseph S ... **Rep. 1417**—414
Filipof, John W ... **Rep. 1139**—671, 700, 701
Goodman, Philip D ... **Rep. 621**—167
Gosser, Richard T ... **Rep. 1139**—307, 423

Page

Conflict of interests—Continued
Hoffa, James R. **Rept. 1139**—577
Attitude re. **Rept. 621**—27
Holt, Milton **Rept. 1139**—664, 665
Jacobs, Joseph (Jacobs & Kamin, attorneys) **Rept. 621**—167
Jacobs, Joseph (textile workers counsel) **Rept. 1417**—155
Johnson, Charles, Jr. **Rept. 621**—568, 569, 591
Kunis, A. Maxwell **Rept. 621**—167
Lippel, Harold **Rept. 621**—369
Lissner, Herbert **Rept. 621**—168
Markowitz, Richard H. **Rept. 621**—479, 485–513
Matheson, Carney D. **Rept. 1139**—577
McNulty, James, Scranton Building Trades Council **Rept. 1417**—96, 97, 105
O'Brien, John T. **Rept. 1139**—561
Previant, David **Rept. 621**—167, 168
Reynolds, Thomas W. **Rept. 621**—168
Senese, Dominic **Rept. 1139**—517
Schmidt, Godfrey **Rept. 1139**—619, 622, 623
Shinn, Edward **Rept. 1417**—414
Snyder, Zigmont **Rept. 1417**—251
Triscaro, Nunzio Louis **Rept. 621**—27
Weiss, Edward H. **Rept. 621**—569–572
Zvara, Peter **Rept. 1139**—317
Conflict of testimony:
Burrows-Cronin **Rept. 1139**—86
Crosby-Givens-Jenkins-Elkins **Rept. 1417**—10
Clancy-Mathews-Swanson-Vandewark **Rept. 1417**—399–404
Faunce-Bachman **Rept. 1417**—266, 267
Goerlick-Gray **Rept. 1139**—314
Graham-Mennen-Oldenburg-Jackson-Nagle **Rept. 1417**—290
Litell-Phillips-Checov-Evans **Rept. 1417**—270, 271
Mennen Co. **Rept. 1417**—289, 290
Recchia-DeCabia **Rept. 1417**—321, 322
Williams-Ungar-Crum-Schmidt **Rept. 1139**—625
Conforti, Anthony J. **Rept. 1417**—114–116, 123; **Rept. 1139**—876
Bakery Workers Local 300, secretary **Rept. 1417**—114
Gifts received from George Stuart **Rept. 1417**—116
Conger, Lyman C. **Rept. 1139**—144–146, 148–153, 155–157, 159–162, 165–169, 171–174, 176, 178–182, 187, 189–195, 203–215, 217, 219–224, 226–230, 233, 236, 245, 246, 248, 250, 252, 254, 255, 259, 261, 264, 266, 268, 269, 335, 379.
Ambulatory boycott program, charges **Rept. 1139**—248, 250
Boycott of Kohler products, threats used **Rept. 1139**—254
Bugging hotel room, denial of **Rept. 1139**—212, 213
Burkhart, Robert:
Arrest by Kohler detectives **Rept. 1139**—211, 379
Ex-Communist affiliations **Rept. 1139**—209
Socialist Workers Party **Rept. 1139**—379
Conflict in testimony **Rept. 1139**—151
Contract of competitors, comparisons **Rept. 1139**—226
Detective informants for Kohler, results obtained **Rept. 1139**—208
Harassment by Kohler strikers **Rept. 1139**—244, 245
Informants hired by Kohler **Rept. 1139**—207, 208
Kohler Co.:
Arbitration views **Rept. 1139**—169
Arms and ammunition purchases **Rept. 1139**—192, 193
Attorney for **Rept. 1139**—144, 335
Contract concessions to UAW **Rept. 1139**—193
Employee benefits **Rept. 1139**—144
Enamel shop problems **Rept. 1139**—165, 166
Good faith bargaining **Rept. 1139**—161
Home demonstrations, responsibility **Rept. 1139**—219
Lag in salaries paid, defense of **Rept. 1139**—171, 172
Strike preparations **Rept. 1139**—174, 175
Violence, preparation for **Rept. 1139**—160

Page
Conger, Lyman C.—Continued
Kohler-UAW strike, reason for ... Rept. 1139—335
NLRB hearing, preparation for ... Rept. 1139—209, 210, 212, 213
Picket line conduct at Kohler ... Rept. 1139—179
Sheboygan city police ... Rept. 1139—210
Sheriff's deputies, fraternization with pickets at Kohler ... Rept. 1139—187
Strike at Kohler won by company ... Rept. 1139—268
Strike incident file ... Rept. 1139—213
Strike of 1934 ... Rept. 1139—146, 147
Tear gas within Kohler plant, reasons for ... Rept. 1139—191
UAW:
Attitude toward ... Rept. 1139—269
Bargaining, good faith ... Rept. 1139—209
Boycott effects on Kohler Co ... Rept. 1139—261
Kohler strike costs ... Rept. 1139—264
Union membership, forced by ... Rept. 1139—335
Union picket line strategy ... Rept. 1139—181
Violence in Kohler-UAW strike ... Rept. 1139—195
Watch placed on union hall ... Rept. 1139—213
Congress of Industrial Organizations. (*See* CIO.)
Congressional investigating committee, Teamsters, $40,000 to pull strings ... Rept. 1139—589, 717
Conklin, C.A., Truck Line (John L. Keeshin) (*see also* Keeshin Transport System) ... Rept. 1139—46, 50
Teamsters, favored treatment ... Rept. 1139—50
Conklin, Gordon ... Rept. 1417—70; Rept. 1139—711
Conley, Jerry ... Rept. 1139—702
Conley, Stephen A ... Rept. 1417—325
Conlin, John (*see also* Teamsters Local 560) ... Rept. 1139—572, 574, 666, 667, 669, 671, 729
Secretary-treasurer, Teamsters Local 560 ... Rept. 1139—666
Shakedown, L. & H. Transportation Co ... Rept. 1139—669, 670
Conlon, James:
A. & P. contract, employee reaction ... Rept. 621—281–283
NLRB, discrimination charges filed with ... Rept. 621—282, 283
Connecticut General Life Insurance Co ... Rept. 621—313, 341–343, 346, 356, 371
Block, Louis, pressure to obtain mortgage ... Rept. 621—342, 343
Butchers Union Locals 342 and 640 pensions funds ... Rept. 621—313, 343, 346
Stanwich Crest Realty Corp., mortgage held ... Rept. 621—313, 342, 356
Connell, Judge James: Blumetti, Joseph, decision in favor of ... Rept. 1139—714, 715
Connelly, Gerald ... Rept. 1417—234, 239–241, 252, 253, 449; Rept. 621—176; Rept. 1139—630
Dorfman, Paul, relations with ... Rept. 621—176
Dranow, Benjamin, association ... Rept. 1139—630
Elections, rigged ... Rept. 1417—239
James, Eugene "Jimmy," association with ... Rept. 1417—234
Membership transfer at lower wages ... Rept. 1417—240
Police record ... Rept. 1417—239–241; Rept. 1139—630
Records, union, disappearance of ... Rept. 1417—240
Sweetheart contracts ... Rept. 1417—240
Teamster funds, dissipation of ... Rept. 1417—240
Teamster funds for criminal defense ... Rept. 1417—239–241
Teamster union official, Minneapolis ... Rept. 1139—630
Connor, James ... Rept. 1139—879
Connors, James ... Rept. 1139—518
Conoval, Samuel ... Rept. 1417—181
Conroy, Walter (*see also* Coin-operated machines, Lake County) ... Rept. 1139—788, 791, 792–795, 800–803, 806, 818, 862
Consentino, David ... Rept. 1139—875
Consolidated Record Sales, Inc ... Rept. 1139—775, 778
Constandy, John P ... Rept. 1139—634, 638, 640, 752–754, 763, 764, 767
Constantine, James V ... Rept. 1139—3–5, 28, 29, 260

Page

Constitution:
Teamsters:
Violation in choosing convention delegates ... **Rept. 1417**—249
Violation in Joint Council 13 election ... **Rept. 621**—48, 49
UAW, AFL–CIO: Gosser, Richard T., violations ... **Rept. 1139**—423
United States ... **Rept. 621**—636, 637; **Rept. 1139**—323, 327, 370, 379, 382
First amendment, pleading ... **Rept. 621**—636
Fifth amendment:
Bar member pleading ... **Rept. 621**—626, 627
Beck, David D., Sr ... **Rept. 1417**—83
Government contractor pleading ... **Rept. 621**—181; **Rept. 1139**—530
Insurance agent pleading ... **Rept. 1139**—551
News and magazine wholesalers pleading, list ... **Rept. 1139**—98, 128
Newspaper Deliverers' Union, list ... **Rept. 1139**—99, 128
Pleading ... **Rept. 621**—636, 637
Sixth amendment, pleading ... **Rept. 621**—636
Sixteenth amendment, pleading ... **Rept. 621**—636
Construction stiffs. (*See* Operating Engineers Local 3.)
Continental Assurance Co ... **Rept. 621**—104, 105, 134, 135, 137–139, 169, 193, 197, 198, 207
Award of Central States insurance business to, reason ... **Rept. 621**—137, 138
Central States, IBT, insurance business, bidding for ... **Rept. 621**—134
Continental Baking Co. of New York ... **Rept. 1417**—261–265, 299; **Rept. 1139**—871
Acquires Morton Frozen Food Co ... **Rept. 1417**—261
Continental Illinois Bank & Trust Co ... **Rept. 1139**—72, 73
Continental Industries, Inc ... **Rept. 1139**—663, 664, 845
Continental Insurance Co ... **Rept. 1139**—576
Continental Press (wire service) ... **Rept. 621**—652
Contraband arms:
Bribery offer, customs officials ... **Rept. 1139**—642, 643
Indictments, arms smuggling ... **Rept. 1139**—643
Naiman-Triscaro-Dranow-Bartone trips to Cuba ... **Rept. 1139**—639
Plane purchases ... **Rept. 1139**—636, 637
Teamster loan, proposed, canceled ... **Rept. 1139**—636
Converse, Frank ... **Rept. 1417**—404
Convertible Equipment Leasing Co ... **Rept. 1417**—230, 250; **Rept. 1139**—576
Cook, Leon R., founder of local 20467, Waste Material ... **Rept. 621**—177
Murder of ... **Rept. 621**—177
Cooks and Pastry Workers Union. (*See* Restaurant Workers.)
Coon, Ralph ... **Rept. 1139**—398
Cooney, Dennis "The Duke" ... **Rept. 1139**—739
Cooper, Herman, Bakers general counsel ... **Rept. 1417**—109, 127, 128, 131
Conflict of interest ... **Rept. 1417**—109
Fees received ... **Rept. 1417**—109
Sims, Curtis, suspension order, predates hearing ... **Rept. 1417**—127
Cooperage Workers (Cooperage, Drum and Container Workers Union), Local 34, New York ... **Rept. 1417**—324
Coppola, Mike "Trigger" ... **Rept. 621**—75, 80; **Rept. 1139**—111, 505
Corallo, Antonio "Tony Ducks" ... **Rept. 1417**—163, 169, 173, 174, 183, 199, 206–210, 218–221, 317, 328, 329, 444, 447; **Rept. 621**—2, 7, 8, 11–13, 109; **Rept. 1139**—108, 503, 505, 506, 666, 673, 692, 696, 698, 699, 702, 755, 875.
Associates, labor officials, police records of ... **Rept. 1417**—173
Fello, William, associations with ... **Rept. 1139**—108
Joint Council 16, activity in electing president ... **Rept. 621**—2, 8
Police record ... **Rept. 1417**—206; **Rept. 621**—8
Replacement, dummy, to draw salary ... **Rept. 1139**—698, 699
Resignation, Teamsters Local 239, questionable ... **Rept. 1139**—699, 702
Secretary-Treasurer, Teamsters Local 239 ... **Rept. 1139**—696
UAW–AFL officers, police records, list ... **Rept. 1417**—167–172
Wrongdoing, determination of, lack of action by Hoffa ... **Rept. 621**—8
Corbetta Construction Co ... **Rept. 621**—570
Corbisiero, Phil "Miami Phil" ... **Rept. 1139**—749, 753, 754
Corcoran, Maurice ... **Rept. 1139**—879
Cordivari, David J ... **Rept. 621**—387, 391
"Corky." (*See* Ellis, William Leon.)

Page
Cornelius, Fred ... **Rept. 621**—233, 240–244, 247, 253, 254, 275, 335–339, 369
Annuities to officials, concealment of ... **Rept. 621**—338, 339
Butchers Union Local 342, signing members ... **Rept. 621**—233, 275
Card-count fraud, forging of signatures ... **Rept. 621**—240–243
Casale, William, fraudulent card activities ... **Rept. 621**—369
Expenditure of union funds, concealment of ... **Rept. 621**—336, 337
Forging of cards, participation of Casale ... **Rept. 621**—242, 243
Opposing Block forces, suspended for ... **Rept. 621**—337, 338
Signing employees, help from management ... **Rept. 621**—275, 338
Strike threat, testimony concerning ... **Rept. 621**—253, 254
Union welfare fund, benefits received by Martin Zeitler ... **Rept. 621**—335, 336
Corps of Engineers ... **Rept. 1139**—530
Corrado, Dominic "Sparky" ... **Rept. 1139**—830, 835, 864
Corrado, Pete ... **Rept. 1139**—864
Corrigan, Detective Joseph ... **Rept. 1139**—759
Corrigan, Edward ... **Rept. 1139**—693
Corsair Carting Co.:
Dues-free union membership ... **Rept. 1417**—319
Whip company for Vincent Squillante ... **Rept. 1417**—318
Cosentino, David ... **Rept. 1417**—169, 218
Costello, Frank ... **Rept. 1417**—203, 306, 327; **Rept. 621**—71; **Rept. 1139**—496, 501, 504, 505, 741, 746, 764, 771, 773, 841
Costello, Joe ... **Rept. 621**—57, 73, 74, 79, 80
Costigan, Matthew ... **Rept. 1417**—319
Cotliar, Solomon ... **Rept. 1417**—169
Cotter, Joseph ... **Rept. 621**—395
Courtney, Max ... **Rept. 1139**—772
Covalt, Howard ... **Rept. 1139**—398
Coverall industry, purpose of ... **Rept. 621**—75
"Cowboy" James Mirro ... **Rept. 621**—647
Cowling, John ... **Rept. 621**—80
Cozza, Theodore R ... **Rept. 621**—83, 84; **Rept. 1139**—127, 130, 649–652, 722, 728, 873
Auto Rental Co., payoffs to Cozza ... **Rept. 1139**—651
Esco Co. strike, interest in ... **Rept. 621**—83, 84
Hoffa, James, support of ... **Rept. 1139**—649
Nonunion drivers, supervises ... **Rept. 1139**—651
Pittsburgh Sun-Telegraph employee, discharge, reinstatement ... **Rept. 1139**—651
Pittsburgh Sun-Telegraph, on payroll for labor peace ... **Rept. 1139**—127, 128, 650, 651
Police record ... **Rept. 621**—84, 649, 651
President, Teamsters Local 211 ... **Rept. 1139**—127, 649
Salary and expenses, Teamsters Local 211 ... **Rept. 1139**—652
"Crackers" (Joe Mendino) ... **Rept. 1139**—784
Craig, Gov. George N., Indiana ... **Rept. 1139**—790, 799
Craig, Harry ... **Rept. 621**—88
Crandall, George ... **Rept. 1139**—525
Crane Co ... **Rept. 1139**—226
Crane, Elmer ... **Rept. 1139**—532, 539, 540, 542, 546, 548–550, 568, 569
Crane, James ... **Rept. 1417**—383, 433–435
Autonomy requested, local 150, Operating Engineers ... **Rept. 1417**—434, 435
Trustee, local 150, Operating Engineers ... **Rept. 1417**—433
Craven, Howard C ... **Rept. 1417**—247, 248, 250
Crawford, Lester ... **Rept. 1417**—116, 121
Creitz, Allen L ... **Rept. 1139**—532, 533, 537–540, 542, 543, 545–549, 567, 568
Dearborn Insurance Agency, association with ... **Rept. 1139**—532, 542, 546–548
Occidental Life Insurance Co., retirement from ... **Rept. 1139**—532, 548
Crescent Amusement Co ... **Rept. 1139**—753, 754
Crime Commission of Greater Miami ... **Rept. 1139**—850
Crime syndicate, Chicago:
Arson to intimidate Senate select committee witnesses ... **Rept. 621**—593
Background, names ... **Rept. 621**—647–649
Bartenders International, effort to take over ... **Rept. 621**—600, 601
Internal dissension ... **Rept. 621**—648

Page

Crime syndicate, Chicago—Continued
Labor infiltration, appeal for cleanup ... **Rept. 621**—596
Locals 593 and 450, Restaurant Workers, control points ... **Rept. 621**—595
Murder of Danny Stanton for union control ... **Rept. 621**—596
Protection money from restaurant owners ... **Rept. 621**—593
Protection racket, enforced by arson ... **Rept. 621**—593
Restaurant association, abortive efforts to form ... **Rept. 621**—593, 646–652
Restaurant association, cooperation of unions ... **Rept. 621**—646
Restaurants, ownership and operation of ... **Rept. 621**—593
Tavern association formation attempted to control industry ... **Rept. 621**—647, 649
Failure of attempted formation ... **Rept. 621**—646–652
Police action ... **Rept. 621**—647
Texas, move to, attempted ... **Rept. 621**—597, 598
Unions:
Chicago, control of ... **Rept. 621**—598, 600, 601
Infiltration of ... **Rept. 621**—595
Criminal syndicate (*see also* Apalachin, N.Y., meeting; *also* Mafia):
Background ... **Rept. 1139**—488, 489
Blood line and marital connections ... **Rept. 1139**—488, 495, 498
Boccia murder, disappearance of witnesses ... **Rept. 1139**—500
Businesses, legitimate:
Fronts for hoodlums, Los Angeles ... **Rept. 1139**—498
Infiltration of ... **Rept. 1139**—487, 498, 499
Labor field infiltration, reasons for ... **Rept. 1139**—497, 498
Labor-management relations, infiltration of ... **Rept. 1139**—495, 496, 498
Meetings of hoodlums ... **Rept. 1139**—489, 490
Members of, communication between ... **Rept. 1139**—488
Miami area ... **Rept. 1139**—496, 497
Labor field inroads ... **Rept. 1139**—497
Murder indictments ... **Rept. 1139**—500
Murder of Ferdinand Boccia ... **Rept. 1139**—499, 500
Organization of ... **Rept. 1139**—497
Senate Select Committee findings ... **Rept. 1139**—509
Questions unanswered, list ... **Rept. 1139**—501
Top hoodlums in United States, list ... **Rept. 1139**—496, 497
Waterfront, efforts to control ... **Rept. 1139**—495, 496, 498
Witnesses, summary of information re ... **Rept. 1139**—501–508
Criscuolo, Alfonso ... **Rept. 1139**—499
Crisp, Earl ... **Rept. 1139**—398, 399
Crisp, Lt. Carl ... **Rept. 1417**—27
Cristiani Bros. Circus ... **Rept. 621**—43
Cristiani, Magador P ... **Rept. 621**—43
Criterion Films, Beck arranged loan from Occidental Life ... **Rept. 1417**—82
Cronin, Arthur Harris "Harry" (*see also* Sheet Metal Union Local 73) ... **Rept. 1139**—71–77, 79–82, 84–89, 92, 95
Bids on construction controlled by ... **Rept. 1139**—80–82
Burrows, Carl L., conflict of testimony ... **Rept. 1139**—86
Business interests ... **Rept. 1139**—76, 86
Business ownership concealed ... **Rept. 1139**—86
Cash accepted as donations for sick ... **Rept. 1139**—77, 78
Coleman Co., Inc., payoffs for labor peace ... **Rept. 1139**—72, 73
Refund ... **Rept. 1139**—73, 74
Commission of 2 percent on contracts requested ... **Rept. 1139**—80, 81
Conflict in testimony ... **Rept. 1139**—86, 88
Internal Revenue, under surveillance of ... **Rept. 1139**—74, 75
Kickback deal offered ... **Rept. 1139**—71, 80, 81
Labor peace payments:
Collected by ... **Rept. 1139**—71–74, 76–81
Denial of ... **Rept. 1139**—74, 75
Marks, Louis, labor difficulties discussed ... **Rept. 1139**—75
Payoff from Cecil Johnson ... **Rept. 1139**—79
Payoff required to open sheetmetal businesses ... **Rept. 1139**—77
Payoff to for apprentice permits ... **Rept. 1139**—81
Shakedown of contractors ... **Rept. 1139**—87
Sheet Metal Workers Local 73, president of ... **Rept. 1139**—71

Page
Crosby, Clyde ... **Rep. 1417**—9, 10, 13–18, 20, 21, 23–30, 33, 34, 36, 38–40, 449
Coin-machine operations, Portland, Oreg. ... **Rep. 1417**—17–21
Conflict of testimony ... **Rep. 1417**—10
Gambling operations, Portland, Oreg., aid in establishing ... **Rep. 1417**—38–40
Political activities, Oregon ... **Rep. 1417**—9, 10, 13, 23, 25–27
Punchboards, influence to legalize ... **Rep. 1417**—14
Teamsters International organizer, Oregon ... **Rep. 1417**—9
Cross, Aubrey ... **Rep. 1139**—397
Cross, James G. (*see also* Bakery Workers) ... **Rep. 1417**—106–110, 112, 113, 115, 117–131, 264, 266, 299; **Rep. 1139**—876, 877
Bakery Workers:
Assault on Kane; Genuth; Mr. and Mrs. Ehrlich ... **Rep. 1417**—108, 109
Autocratic control ... **Rep. 1417**—106–110
Compensation and allowances ... **Rep. 1417**—120
Dictatorial practices ... **Rep. 1417**—106–110
Elections, international officers ... **Rep. 1417**—107
Expenses, lack of accounting ... **Rep. 1417**—120
Funds:
Disbursement of ... **Rep. 1417**—122
For personal expenses ... **Rep. 1417**—119–122
Misuse of ... **Rep. 1417**—106, 109–112, 114
Lower, Kay, hired as organizer ... **Rep. 1417**—119
Membership not advised of operations ... **Rep. 1417**—113
Officers, unauthorized salary increase ... **Rep. 1417**—108
Personal bills charged to union ... **Rep. 1417**—120–122
Robert's Rules of Order, abandoned ... **Rep. 1417**—107
Sims, Curtis, charges preferred by ... **Rep. 1417**—126, 127
Violence ... **Rep. 1417**—108, 109
Continental Baking Co. negotiator, connections with ... **Rep. 1417**—266
Klansek, John, retaliation against ... **Rep. 1417**—125
Lower, Kay:
Connecting rooms ... **Rep. 1417**—121, 122
Long distance phone calls ... **Rep. 1417**—122
Travel expenses paid by Bakery Workers ... **Rep. 1417**—121
Philipsborn, Martin, Sr.:
Attitude toward Cross, "paternal fondness" ... **Rep. 1417**—124
Loans to Cross ... **Rep. 1417**—122–126
Payoff for loans, contract with Zion Industries ... **Rep. 1417**—123–126
Washington meeting, contract discussed ... **Rep. 1417**—124, 125
President, Bakery Workers ... **Rep. 1417**—264
Cross, Louis ... **Rep. 1139**—400
Crosswell, Sgt. Edgar (*see also* New York State Police) ... **Rep. 1139**—487, 489–491, 493
Crouch, Horace A ... **Rep. 1417**—16, 17
Crow, Mr. ... **Rep. 1139**—76
Crowder, William L.:
Police intervention provides rubbish dump ... **Rep. 1417**—303, 304
San Fernando Valley Rubbish Collectors Association, defiance of ... **Rep. 1417**—303
Teamsters Local 396, required membership ... **Rep. 1417**—303
Union rejects membership after defiance of association ... **Rep. 1417**—303
Crowe, Hazel Dye ... **Rep. 1417**—359
Crowe Sheet Metal Co ... **Rep. 1139**—76
Crowley, James:
Attempted murder of ... **Rep. 621**—602
Crime syndicate connections ... **Rep. 621**—601
Resignation from Restaurant Workers Local 278 ... **Rep. 621**—602
Crown Trust Co ... **Rep. 1139**—320
Crum, Bartley C. (*see also* Monitors, Board of) ... **Rep. 1139**—616–627
Brennan threat to inform on Hoffa ... **Rep. 1139**—620, 621
Fees collection; represents monitor ... **Rep. 1139**—615, 616
Hoffa testimony re ... **Rep. 1139**—625, 626
Schmidt, Godfrey, proposed replacement by Crum ... **Rep. 1139**—617
Teamsters-monitors dispute, ILWU 5-point settlement plan ... **Rep. 1139**—619, 620
Witness, Senate committee, proposed nonappearance ... **Rep. 1139**—622–625

Page
Crum, Paul:
Mass picketing, UAW, Perfect Circle entrances ... **Rept. 1139**—290
Perfect Circle Hagerstown plant, personnel manager ... **Rept. 1139**—289, 290
Crumback, Edward ... **Rept. 1417**—237; **Rept. 621**—378–381, 388, 420, 481, 489, 513
Crutchfield, Thomas ... **Rept. 1417**—362
Cuban Government ... **Rept. 1139**—637, 639
Culbertson, Ralph ... **Rept. 1139**—398, 399
Culehan, Judge Miles: Indictments, grand jury, Detroit Teamsters officials ... **Rept. 621**—89
Cullerton, John ... **Rept. 621**—629, 632, 637
Cummins, James: Nonstriking employee at Perfect Circle ... **Rept. 1139**—387
Cuneo Press, Inc ... **Rept. 1139**—110, 122, 125, 126
American Weekly payoffs for labor peace ... **Rept. 1139**—126
Neo-Gravure, parent company of ... **Rept. 1139**—122
Cunningham, John: Teamster dissident placed on Teamster payroll **Rept. 1139**—618
Cupp, Paul J. ... **Rept. 621**—433, 434, 436–440, 457, 458
Curci, Ormond ... **Rept. 1417**—429, 430
Curcio, Joe ... **Rept. 1417**—165, 169, 191, 192, 202–205, 290; **Rept. 1139**—875
Curran, John ... **Rept. 1417**—247
Currie, J. P ... **Rept. 1417**—255, 256
Curry, Dorothy ... **Rept. 1139**—398
Curtis, G. K.:
Grievances, Trans-American, settled for one-third of claim ... **Rept. 1139**—600
Resignation, Trans-American driver, for filing grievances ... **Rept. 1139**—599
Curtis, Senator Carl T.:
Separate views, UAW, AFL–CIO ... **Rept. 1139**—320–485
Index ... **Rept. 1139**—485
Curtiss, Harold ... **Rept. 1139**—194, 195, 274
Gunshot at home of ... **Rept. 1139**—194, 195
Nonstriking employee at Kohler Co ... **Rept. 1139**—194
Cushman, Barney ... **Rept. 1139**—553
Cushman Motor Delivery ... **Rept. 1139**—553
Cusmano, Frank ... **Rept. 1139**—829
Custom Made Shoulder Pad Co ... **Rept. 1139**—498
Customs agents, U.S., attempted bribery of ... **Rept. 1139**—642, 643
Customs, Bureau of ... **Rept. 1139**—642
Cutillo, Sam ... **Rept. 621**—392

D

Daddano, Willie "Potatoes" ... **Rept. 1139**—785
Dady, Chester ... **Rept. 621**—95
Daily Worker Advisory Council ... **Rept. 621**—12
Daily Worker (newspaper) ... **Rept. 1139**—699
Daitch-Crystal Dairies, Inc ... **Rept. 621**—313, 318, 371
Butchers Union Local 342, collusive pension fund ... **Rept. 621**—318, 319
Deercrest Country Club, investment in ... **Rept. 621**—313, 318
Dale, John D ... **Rept. 1139**—305, 306, 457–461
Business interests ... **Rept. 1139**—305, 457
Elliott Co., owner of ... **Rept. 1139**—305
Swannie, Edward, payments to ... **Rept. 1139**—306
Zvara, Peter:
Agreement with ... **Rept. 1139**—457
Payments in finders fees ... **Rept. 1139**—305, 411, 456, 457
Dale, Michael ... **Rept. 1139**—774, 775
Dale's Commercial Phonograph Survey Co ... **Rept. 1139**—784
Daley, Mr. ... **Rept. 621**—402, 403
Daley, Theodore G ... **Rept. 1139**—579–582, 584
Anchor Motor Freight, employee grievances ruled invalid ... **Rept. 1139**—581
Business agent, local 445, offered union job as bribe ... **Rept. 1139**—579
Dissident leader, Teamsters Local 445 ... **Rept. 1139**—579
Murder of, attempted ... **Rept. 1139**—580
O'Neill, Patrick J., control of Hoffa, alleged ... **Rept. 1139**—581
Strike sanction against Anchor Motor Freight, Inc ... **Rept. 1139**—582
Teamsters Local 445, dissident slate nominated ... **Rept. 1139**—580

Page
Dalitz, Lou ... **Rept. 621**—683
Dalitz, Moe ... **Rept. 621**—116, 683
Dallas, Tex.:
Invasion by Chicago gangsters ... **Rept. 621**—597
Police, antiracketeering activities ... **Rept. 621**—598
Racketeering, murder conspiracy ... **Rept. 621**—597
Daller Dry Cleaners ... **Rept. 621**—676
Dalton, Earl ... **Rept. 1139**—400
Dan River Mills ... **Rept. 1417**—145, 146; **Rept. 621**—464, 466, 467, 469, 470, 472, 516
Dana Corp ... **Rept. 1139**—313, 314
Danbury Hatters case ... **Rept. 1139**—2
Dandridge, Barney, violence, Allen Cab. Co. strike, arrest for ... **Rept. 621**—62
Dandy, J. P ... **Rept. 1139**—534, 543, 548, 554–558, 560, 561, 568
"Dandy Phil" Kastel ... **Rept. 1139**—841
Danforth, Harold ... **Rept. 621**—551–554
Daniels, Frank ... **Rept. 1417**—31
Daniels, Harry "Turk" ... **Rept. 621**—420
Dannevik, William C., Jr. (*see also* Riss & Co.) ... **Rept. 1139**—592–594
Danuk, George ... **Rept. 1417**—248
Dargis, Aloysius A., Jr ... **Rept. 1139**—838
Darling, Frank ... **Rept. 621**—129
Darling, Mr ... **Rept. 1139**—37
Darling Transfer Co ... **Rept. 1139**—26, 35, 36
Secondary boycott applied for dealing with Coffey ... **Rept. 1139**—26
Strike lifted for agreement with Teamsters ... **Rept. 1139**—36
Teamsters Local 41, struck by ... **Rept. 1139**—36
Darovich, Carl ... **Rept. 1139**—214
D'Auria, Joseph ... **Rept. 1139**—698
Davenport, Ovid ... **Rept. 1139**—399
David, Mr ... **Rept. 1139**—88
Davidoff, Harry (alias "Little Gangy") ... **Rept. 1417**—170, 199, 202, 203, 218; **Rept. 621**—12
Davidow, Larry S.:
Ex-counsel for UAW ... **Rept. 1139**—418
Willys-Overland-Gosser vote agreement ... **Rept. 1139**—418, 419
Davidson, Embrel ... **Rept. 1417**—233; **Rept. 621**—14, 16–19
Professional fighter, interest of Hoffa and Brennan ... **Rept. 621**—14, 15
Teamsters welfare fund, paid from ... **Rept. 621**—17–19
Davis, Claude E ... **Rept. 1139**—631
Davis, James ... **Rept. 1139**—397
Davis, Mr ... **Rept. 1139**—683
Davis Monthan Air Force Base ... **Rept. 1139**—636
Davis, Pat ... **Rept. 1139**—13
Davis, Violet A ... **Rept. 1139**—873
Davis, Wallace ... **Rept. 1417**—332
Davis, William J ... **Rept. 1139**—306, 423
Davy, Sam ... **Rept. 621**—12
Dawson, Homer G ... **Rept. 1417**—425–428
Sweetheart contracts, Operating Engineers Local 542 ... **Rept. 1417**—425, 426
Dawson Industrial Laundry (*see also* Dawson, Mrs. Nancy) ... **Rept. 621**—680, 685
Dawson, John ... **Rept. 1139**—693
Dawson, Mrs. Nancy ... **Rept. 621**—680–685
Dawson Industrial Laundry, operator of ... **Rept. 621**—680
Lehr, Joseph, associations with ... **Rept. 621**—680–686
Star Coverall Supply Co., deal offered ... **Rept. 621**—681, 683
Threats received ... **Rept. 621**—680
Dawson, Ray beaten by Operating Engineers goons ... **Rept. 1417**—422, 423
Dawson Taylor Chevrolet Co ... **Rept. 621**—681, 682, 684–686
Dawson, Thomas S ... **Rept. 1417**—262
Day, Catheryn ... **Rept. 1139**—400
Day, Earl ... **Rept. 1139**—400
Dean, Emmett ... **Rept. 621**—519, 527
Dean, Harold ... **Rept. 1139**—439, 450
Deane, Nick ... **Rept. 621**—600, 601
Deans, Scotty ... **Rept. 621**—105

Page
Dearborn Insurance Agency, Inc---- **Rept. 1139**—514, 530–538, 540–542, 544–554, 558, 560–562, 567
Background, formation, officers---- **Rept. 1139**—532, 533
Christmas gifts to welfare fund employees---- **Rept. 1139**—546
Commissions, excessive, collected---- **Rept. 1139**—535–537, 553–556
Group insurance, chart of---- **Rept. 1139**—536
Insurance, method of acquiring---- **Rept. 1139**—537–542
Maris overwrite, opposition to---- **Rept. 1139**—535, 547, 548, 554
Murray, Laverne, Christmas gift requested by Glimco---- **Rept. 1139**—546
Notice of termination from Occidental---- **Rept. 1139**—561
Overcommissions paid Harland Maris---- **Rept. 1139**—533, 534, 554–556
Records missing---- **Rept. 1139**—542
Stock ownership secret---- **Rept. 1139**—544–546
Teamsters health and welfare fund, agent for---- **Rept. 1139**—531–533
Union officials connected with---- **Rept. 1139**—537–543, 548, 550, 554
Dearborn Station mail robbery case---- **Rept. 621**—602
Dearwester, William, local 100, IBT, Anchor Motor Freight dispute **Rept. 1139**—587, 588
Deason, C. J---- **Rept. 1139**—11
Deaton, Paul---- **Rept. 1139**—400
Debalt, Floyd---- **Rept. 621**—57
DeBiase, Michael---- **Rept. 621**—605
DeCabia, Carmen (Carmine)---- **Rept. 1417**—320–322; **Rept. 1139**—872
Collusion, Government bids---- **Rept. 1417**—321
Conflict of testimony---- **Rept. 1417**—321, 322
Garbage disposal routes, Squillante influence---- **Rept. 1417**—320, 321
Payoffs received---- **Rept. 1417**—321
Shakedown, explanation of---- **Rept. 1417**—321, 322
DeCarlo, Ralph---- **Rept. 621**—414, 415, 423
DeCoursey, Gladys---- **Rept. 1139**—399
Deercrest Country Club, Inc---- **Rept. 621**—313, 325, 327, 332, 333, 355, 359, 370
Collusive arrangements, Butchers Union and employers---- **Rept. 621**—310
Financing of---- **Rept. 621**—310, 313
Management membership in---- **Rept. 621**—325
Deering, Raymond C---- **Rept. 621**—361
Defense, Department of---- **Rept. 1139**—357, 530
Contracts with Broadway Sheet Metal Works canceled---- **Rept. 1139**—530
DeFeo, Peter---- **Rept. 1139**—499, 501
DeGiacoma, Robert (*see also* Sears, Roebuck & Co., Boston store)---- **Rept. 1417**—281
DeGrandis, Joseph "Bull" (Joseph Angelo, Joseph Russo)---- **Rept. 1139**—692, 699, 722, 766, 767, 859, 875
Charter, Retail Clerks, lifted---- **Rept. 1139**—699
Police record---- **Rept. 1139**—699, 766, 767
President, Teamsters Local 266---- **Rept. 1139**—699
Salary and expenses, Teamsters---- **Rept. 1139**—699
Deibel, Karl E---- **Rept. 621**—524, 544, 550, 551, 561–565
Deis, John:
Failure to disclose assailants; job security---- **Rept. 1139**—151–153
Nonunion laborer at Kohler in 1934---- **Rept. 1139**—151
Retirement pay of $12 monthly from Kohler---- **Rept. 1139**—152
Shooting of, by Kohler deputies---- **Rept. 1139**—151
DeJohn, Nick (deceased):
Dallas, Tex., rackets, financing of---- **Rept. 621**—597
Murder of---- **Rept. 621**—598
DeKoning, John---- **Rept. 1417**—405, 407, 408
DeKoning, William, Jr. (*see also* Operating Engineers Local 138)---- **Rept. 1417**—404–407, 409, 411, 412, 438; **Rept. 1139**—111
Extortion and coercion, indictment for---- **Rept. 1417**—405
Police record---- **Rept. 1139**—111
President, local 138, appointed by father---- **Rept. 1417**—405
Probation, violation of---- **Rept. 1417**—405, 407
DeKoning, William, Sr. (*see also* Operating Engineers Local 138) **Rept. 1417**—404, 405, 412, 438
Extortion and coercion, indictment for---- **Rept. 1417**—405
Rise of, in Operating Engineers Local 138---- **Rept. 1417**—405

Page
Del Pen Co. **Rept. 1417**—180
Delaney, Joseph J. **Rept. 1417**—380, 403, 433, 442
Antiracketeering resolution, speech against **Rept. 1417**—433
President, Operating Engineers, succeeds Maloney **Rept. 1417**—433
Delco-Remy, Division of GM, Anderson, Ind. **Rept. 1139**—392
DeLucia, Paul (Paul "The Waiter" Ricca) **Rept. 1417**—236, 253; **Rept. 621**—23, 24, 111, 595, 599, 600, 603, 605, 627, 630; **Rept. 1139**—496, 504, 524, 527, 567, 776, 860.
Gangland activity **Rept. 621**—595
Teamsters, Nancette Estate sold to **Rept. 1417**—236; **Rept. 621**—23–25
DeMar, Jack A.:
Payoffs for substandard wage scale **Rept. 621**—667
Shakedown by local 593, Restaurant Workers **Rept. 621**—667
Demass, Oren **Rept. 1417**—234, 245; **Rept. 1139**—576
Democratic Union Organizing Committee, Local 777 Independent (*see also* Abata, Dominic) **Rept. 1139**—525, 526
Dempsy, Richard **Rept. 1139**—397
DeNeef, J. **Rept. 1139**—397
Dengel, F. R., Co. **Rept. 1139**—248, 249, 357
Kohler photographers at UAW picketing **Rept. 1139**—249
UAW secondary picketing of **Rept. 1139**—248, 249, 357
Dennis, R. L. (*see also* Trans-American Freight Lines, Inc.) **Rept. 1139**—596–601
Dennis Trucking Co., Philadelphia **Rept. 621**—380
Denny, Elmer **Rept. 1139**—400
Denny, Joseph **Rept. 1417**—95, 97, 98
Denver, coin-operated machines **Rept. 1139**—735, 737
Denver, Albert S. **Rept. 1139**—744, 750, 751, 766
Denworth, R. K. **Rept. 621**—494, 499, 500
Deportation:
Bufalino, Russell **Rept. 1139**—489, 490
Marcello, Carlos **Rept. 1139**—841
DeRoma, Henry **Rept. 1139**—657, 699
Narcotics, linked with **Rept. 1139**—699
Police record **Rept. 1139**—657, 699
Trustee, Teamsters Local 805 **Rept. 1139**—657, 699
DeRossa, Anthony **Rept. 621**—626
Derow, Bernard **Rept. 1139**—114
Derrickson, Cecil **Rept. 1139**—400
Des Moines Transportation Co. **Rept. 1139**—26, 35
Secondary boycott **Rept. 1139**—26
Struck by Teamsters for dealings with Coffey **Rept. 1139**—26
DeSantis, Andrew **Rept. 621**—246, 247, 250
Card count, assisted in conducting **Rept. 621**—246, 247
DeSantis, Anthony **Rept. 621**—657–660
DeSchryver, Victor **Rept. 1139**—716, 826, 827, 863
DeShazor, James C., Jr. **Rept. 1417**—25
DeSimone, Frank **Rept. 1139**—498, 504, 816, 817
Apalachin, N.Y., meeting, attendance **Rept. 1139**—498
Desmond, Gerard A. **Rept. 1139**—196, 197, 202, 213, 225, 232–238, 240, 244, 245, 249, 250, 357, 358
Clay boat incident, Kohler Co. **Rept. 1139**—237
Kohler legal staff member **Rept. 1139**—213
Shields, Tom, extent of injury **Rept. 1139**—240
Spy plan, instructions **Rept. 1139**—214
Detrich, Fred **Rept. 1139**—370, 371
Detroit, Mich.:
Coin-operated machines **Rept. 1139**—735, 823–837, 857, 863–865
Police department **Rept. 621**—676
Detroit Free Press **Rept. 1139**—383, 656
Detroit Housing Authority **Rept. 1139**—689, 690
Detroit Institute of Laundering **Rept. 621**—113, 114, 116–119; **Rept. 1139**—871
Hoffa, James R., payoff arrangements **Rept. 621**—114–116, 119, 120
Payoff to settle labor dispute, Teamsters Local 285 **Rept. 621**—113, 114, 119, 120
Detroit News **Rept. 1139**—327, 383
Detroit Olympia **Rept. 621**—15
Detroit Stove Co. (Detroit Stove Works) **Rept. 621**—14, 674, 677

Page
Detroit Times ..... Rept. 1139—128, 653–656
Prebenda, Joseph, on payroll for labor peace .. Rept. 1139—127, 128, 645–656
Deutsch, Rudolph, Industrial Sales Co ..... Rept. 621—26
Devine, Charles ..... Rept. 1417—319
Dewey, Thomas E ..... Rept. 1417—296, 297
Dewey's Famous, Inc ..... Rept. 621—19–22
Diamond, Frankie ..... Rept. 621—654
DiCarlo, Joseph ..... Rept. 1139—853
DiCarlo, Sam ..... Rept. 1139—853
DiCaro, Larry ..... Rept. 1139—843
Dicicco, Earl P. (*see also* Woodbine Radio Cab Co.) ..... Rept. 1417—349, 350
Dickey, Orange C., military intelligence agent ..... Rept. 1139—500, 501, 509
Genovese, Vito, activities in Italy ..... Rept. 1139—500, 501
Dicks, George ..... Rept. 1139—819, 820
Dictatorship:
Cross, James G., Bakery Workers ..... Rept. 1417—109, 110
Fay, Joseph S ..... Rept. 1417—412
Teamsters Local 229 ..... Rept. 1417—88, 89
DiLiberto, Carlo ..... Rept. 1139—828
Dillinger gang, machineguns supplied by Joseph Aiuppa ..... Rept. 621—594
Dillinger, John ..... Rept. 1139—517
Dillinger-Karpis-Barker mob ..... Rept. 621—594, 604
Dillon, Joseph M ..... Rept. 1417—284–286
Director, warehouse branch, Western Conference of Teamsters ..... Rept. 1417—284
Englander Co., resistance to countrywide contract ..... Rept. 1417—285, 286
Shefferman-Beck interference with picket line ..... Rept. 1417—285
Top level organizing, opposition to ..... Rept. 1417—286
Dillon, Robert ..... Rept. 1139—297
Diner's Club ..... Rept. 1417—158
Dio-Corallo:
Negroes and Puerto Ricans, exploitation of ..... Rept. 1417—178
Payoffs ..... Rept. 1417—174
Sweetheart contracts ..... Rept. 1417—174
Dio, Frank. (*See* Frank Dioguardi.)
Dio, John. (*See* John I. Dioguardi.)
Dioguardi, Dominick ..... Rept. 1417—163
Dioguardi family background ..... Rept. 1417—163
Dioguardi, Frank ..... Rept. 1417—163; Rept. 1139—113, 662
Dioguardi, John Ignatius (Johnny Dio) (*see also* Dio-Corallo) ..... Rept. 1417—163–167, 170, 173, 174, 179, 180, 183, 185–188, 191–199, 202, 204–206, 209–214, 216–222, 253, 254, 288–290, 444, 447–449; Rept. 621—2, 7, 8, 11, 12, 20, 25, 80, 109, 120, 158, 159, 176; Rept. 1139—102, 113, 158, 276, 502, 504–506, 572, 575, 579, 646, 657, 660, 662, 663, 692, 696, 728, 729, 755, 756, 773, 835, 855, 871, 875.
Background and criminal record ..... Rept. 1417—163, 206
Dorfman, Paul, relations with ..... Rept. 621—176
Equitable Research Associates, establishment of ..... Rept. 1417—206
Hoffa, knowledge of police record ..... Rept. 1417—206
Income tax irregularities ..... Rept. 1417—187
Joint Council 16, IBT, activity in electing president ..... Rept. 621—2, 8
Labor racketeer ..... Rept. 1139—575
Life insurance, attempt to obtain through Allen Dorfman ..... Rept. 621—158, 159
Police record ..... Rept. 1139—696
Resignation settlement, $16,000 ..... Rept. 1417—188
Riesel, Victor, blinding of ..... Rept. 1417—163
UAW–AFL:
Charter secured by Paul Dorfman ..... Rept. 621—176
Control maintained after severance ..... Rept. 1417—191, 192
Local officers, criminal records, list ..... Rept. 1417—168–172
Local 102, organizing cabdrivers ..... Rept. 1417—186
Suspension of Dio ..... Rept. 1417—187
Zakman, Samuel, headquarters of ..... Rept. 1417—164, 165
Union and management, dual capacity ..... Rept. 1417—187
Dioguardi, Rose Plumeri ..... Rept. 1417—163

Page
Dioguardi, Thomas ... **Rept. 1417**—163; **Rept. 1139**—504–506, 660
DiPalermo, Joseph ... **Rept. 1139**—661
DiSimone, Paris ... **Rept. 1417**—430
Distributing Corp. of Illinois ... **Rept. 1139**—529
Ditato, Dominick ... **Rept. 1417**—163
Ditta, Nick ... **Rept. 1139**—828
DiVarco, Joseph (Joey Caesar) ... **Rept. 621**—647, 654, 670
Chicago activities ... **Rept. 621**—654
Contempt citation recommended ... **Rept. 621**—670
Dixon, George ... **Rept. 1417**—232
Dixon, Leo ... **Rept. 1139**—826, 863
Dobson-Evans Co., Columbus, Ohio ... **Rept. 621**—520
Dodd, Thomas ... **Rept. 1139**—615, 622
Doehler Jarvis Co ... **Rept. 1139**—306, 457, 458
Zvara, Peter, commission paid ... **Rept. 1139**—457, 458
Doehler Jarvis Council ... **Rept. 1139**—308, 458
Doerfer, John C ... **Rept. 1139**—797, 798
Dome, The (gambling establishment) ... **Rept. 621**—655
Domestic Linen Co ... **Rept. 621**—685
Domiano, Vito ... **Rept. 1139**—502
Dominican Republic, smuggling attempt ... **Rept. 1139**—642, 643
Don Marcie, Inc. (*See* Marcie, George.)
Donahue, Thomas A.:
Black Angus Restaurant, accommodations extended to ... **Rept. 621**—328
Block, Max, relationship with ... **Rept. 621**—327, 328
Zeitler, Martin, business given to ... **Rept. 621**—328
Donath, Clarence (*see also* Operating Engineers Local 150) ... **Rept. 1417**—372–374, 377, 434, 437, 442
Autonomy, leader in fight for ... **Rept. 1417**—434
Senate Select Committee protection sought ... **Rept. 1417**—437
Donnelly, Joseph ... **Rept. 1139**—651
Donoghue, James ... **Rept. 1417**—281
Donohue, Edward ... **Rept. 1417**—187
Doran, Ed. (*see also* Operating Engineers Local 3) ... **Rept. 1417**—387–393, 439, 440
Land fraud; Vandewark, Mathews, Clancy ... **Rept. 1417**—387–395
Dorfman, Allen (*see also* Dorfman insurance companies) ... **Rept. 1417**—167, 229, 233, 250, 445, 451; **Rept. 621**—26, 28–30, 103, 104, 120–130, 132, 133, 136–138, 140, 147, 152–169, 171–174, 176, 182–184, 198, 202–204, 206–208, 649; **Rept. 1139**—537, 571, 576, 673, 684, 687–691, 871.
Advances to policyholders, violation of Illinois law ... **Rept. 621**—159, 160
Books and records, failure to furnish ... **Rept. 621**—122–124
Commissions received ... **Rept. 621**—136, 137, 143, 151
Expense charges, unsupported ... **Rept. 621**—163, 164
Funds withdrawn from insurance entities, failure to account ... **Rept. 621**—162–165
Hoffa, James, business relationship ... **Rept. 621**—125
Hoffa, James, money passed to ... **Rept. 1139**—673, 687
Home furnishings recorded as business expense ... **Rept. 621**—160–162
Income tax return, fraudulent ... **Rept. 621**—162, 163
Inspection of books denied, license revoked ... **Rept. 621**—123, 171
Insurance business, income received from ... **Rept. 621**—151, 152
License, insurance, revocation by New York ... **Rept. 621**—125, 153, 172
Misappropriated fiduciary funds to finance enterprises ... **Rept. 621**—155
Personal insurance for Teamster officials ... **Rept. 621**—158–160
Premiums collected by agencies, misappropriation of ... **Rept. 621**—153–158
Stock option received ... **Rept. 621**—168, 169
Teamsters insurance ... **Rept. 1417**—167; **Rept. 621**—28, 103, 104, 125, 127
Transferred from Continental Insurance Co ... **Rept. 1139**—576
Teamster welfare insurance plans, control of ... **Rept. 621**—171, 174
Teamsters' personal bills, payment of ... **Rept. 621**—183, 184
Union Casualty stock, sale of, profits ... **Rept. 621**—168
Union Casualty stock sale, taxes paid by Windsor Investment ... **Rept. 621**—168
Union Insurance Agency, financial interest in ... **Rept. 621**—120
Vested commission arrangement, possible fraud ... **Rept. 621**—173
Vested commissions on Teamster insurance, arrangement with Perlman ... **Rept. 621**—171, 172

Dorfman insurance companies (*see also* Aldor Insurance Agency; *also* Dorfman, Allen; *also* Northeastern Life Insurance Co.; *also* Union Casualty Co.): Page
Background, history ... **Rept. 621**—129, 130
Commissions, excessive ... **Rept. 621**—136, 137, 143, 151
Dorfman, Paul, influence re Teamsters insurance placement ... **Rept. 621**—136, 137
Funds, transfers, company to company ... **Rept. 621**—166
Investigation, obstruction of ... **Rept. 621**—122, 123
Layoff premiums, diversion of ... **Rept. 621**—153, 154
List of ... **Rept. 621**—167
Loans, company to company ... **Rept. 621**—166
Service fees, vested arrangement for receiving ... **Rept. 621**—171, 172, 174
Teamster benefits reduced ... **Rept. 621**—150, 151
Teamster coverage, list ... **Rept. 621**—140
Teamsters individual policies ... **Rept. 621**—158, 159
Teamsters insurance, commissions, tabulation ... **Rept. 621**—141
Vested commissions ... **Rept. 621**—171–173
Waste Material Handlers Union, excessive commissions ... **Rept. 621**—153
Dorfman noninsurance companies, list of ... **Rept. 621**—167
Dorfman, Paul ... **Rept. 1417**—164, 166, 167, 218, 233, 254, 449; **Rept. 621**—28, 40, 120, 121, 124, 126–130, 132, 136, 137, 153, 167, 169, 175–181, 184–187, 195, 196, 206, 207; **Rept. 1139**—571, 673, 674, 684, 687, 871.
AFL–CIO ethical practices code, violation of ... **Rept. 621**—177
Capone mob connection ... **Rept. 1417**—167
Chicago underworld, major figure in ... **Rept. 621**—120, 126, 175, 186; **Rept. 1139**—673
Dorfman, Allen, sponsoring of, insurance business ... **Rept. 621**—121, 124, 128, 129, 153
Hoffa, James, R.:
Association, financial gains from ... **Rept. 1139**—673
Friend of ... **Rept. 621**—120, 186
Insurance business, income received from ... **Rept. 621**—120, 176, 186, 187
Paid holidays, collusive arrangement with waste trade industry **Rept. 621**—180, 181, 186
Racketeers, connections with ... **Rept. 621**—120, 175, 176, 186
Sax, George, association with ... **Rept. 621**—178, 179
Teamster insurance business awarded to Dorfmans, reason for **Rept. 621**—126
Teamsters insurance placement, influence re ... **Rept. 621**—136, 137
Teamsters Local 299, funds diverted to Dorfman interests **Rept. 1139**—673, 674
Teamsters Local 705, contract negotiations ... **Rept. 621**—179, 180
Teamsters Local 743, organizing for ... **Rept. 621**—184
Union funds, ousted by AFL–CIO for misuse of ... **Rept. 621**—120, 121, 177
Union Insurance Agency, financial interest in ... **Rept. 621**—120, 126
Waste handlers welfare fund, interest-free deposits of ... **Rept. 621**—178, 179
Waste Material Handlers Union, control of ... **Rept. 621**—120, 121, 153, 176–178
Waste trades, arrangement with Don Peters for organizing **Rept. 621**—184, 185
Dorfman, Rose (Mrs. Paul) ... **Rept. 1417**—167, 233, 445, 451; **Rept. 621**—103, 120, 124, 126, 147, 152, 154, 160–162, 164, 166, 167, 176, 206; **Rept. 1139**—673.
Home furnishings recorded as business expense ... **Rept. 621**—160–162
Insurance business, income received from ... **Rept. 621**—151, 152, 176
Teamster insurance ... **Rept. 1417**—167
Union Insurance Agency, financial interest in ... **Rept. 621**—103, 120
Doria, Anthony ... **Rept. 1417**—164–166, 187–193, 197, 218, 221; **Rept. 1139**—158, 276, 286
Central States Drivers Council, meeting attended ... **Rept. 1417**—166
Dioguardi, John I, defense of ... **Rept. 1417**—187
Funds, union, depository; black box ... **Rept. 1417**—189, 190
Kallas, Spiros W., real estate deal ... **Rept. 1417**—191
Payoff received for leaving AFL–CIO ... **Rept. 1417**—189
Teamsters Joint Council 16 vote-packing scheme ... **Rept. 1417**—191

Doria, Anthony—Continued
UAW–AFL: Page
Election, splitting up unions ... **Rept. 1417**—191
Funds transferred to personal account ... **Rept. 1417**—189
Dormeyer Co ... **Rept. 1139**—775
Dorn Transportation Co.:
Communale, Michael, gratuitous fee paid ... **Rept. 1139**—668, 669
Extortion by Teamsters Local 560 ... **Rept. 1139**—668, 669
Dorn, Walter (*see also* Dorn Transportation Co.) ... **Rept. 1139**—667
Doto, Joseph. (*See* Adonis, Joe.)
Dotten, Herbert ... **Rept. 621**—38
Doud, Edward ... **Rept. 621**—79
Douds, Charles T., NLRB ... **Rept. 621**—232–234, 253, 256, 257, 276–278, 284, 285, 294–298, 305
A. & P. Co., violation of NLRB regulations ... **Rept. 621**—234
Coercion of employees by A. & P. Co., testimony re ... **Rept. 621**—232–234, 276–278, 294, 296, 297
Eligibility list, A. & P. election, padding of ... **Rept. 621**—284, 285
Illegal contract, Butchers Union and A. & P ... **Rept. 621**—234
Legal remedies available to A. & P. Co ... **Rept. 621**—256, 257
Return of employees to union, efforts of A. & P. to obtain **Rept. 621**—297, 298
Settlement agreement, position on ... **Rept. 621**—295–298
Dougherty, Capt. John ... **Rept. 621**—74; **Rept. 1139**—878
Douglas subcommittee ... **Rept. 621**—528, 529
Douglass, Tom ... **Rept. 621**—76
Dover Insurance Agency (*see also* Dorfman insurance companies) ... **Rept. 621**—159, 160, 167
Advances for policyholders, violation of Illinois insurance laws **Rept. 621**—159, 160
Teamster officials, premium payments due from ... **Rept. 621**—159, 160
Dowling, Elmer "Dutch" ... **Rept. 1139**—507, 508
Downs, James C ... **Rept. 1139**—640, 641
Doyle, Dennis ... **Rept. 1417**—411
Doyle, Everett (*see also* Teamsters Local 456) ... **Rept. 1417**—305–309
Doyle, Jack ... **Rept. 1139**—813–815, 819
Police record ... **Rept. 1139**—813–815
Doyle, Jerome ... **Rept. 621**—229, 257, 259, 262
A. & P. savings, 45-hour versus 40-hour week ... **Rept. 621**—262, 263
Secret supplemental agreement, letter re ... **Rept. 621**—259
Doyle, Jimmy (James Plumeri) ... **Rept. 1417**—163, 167; **Rept. 1139**—113, 502, 504–507, 662
Dragna, Jack ... **Rept. 1139**—498, 504, 741
Drake, George T. (*see also* Chicago Restaurant Association) ... **Rept. 621**—631, 638, 644–646, 672
Drake-Grafe-Winston-Tecon-Conduit Cos ... **Rept. 621**—570
Dranow, Benjamin ... **Rept. 1417**—241; **Rept. 1139**—629–642, 644–649, 687, 727, 728
Bank accounts ... **Rept. 1139**—644
Bankruptcy, Thomas Department Store ... **Rept. 1139**—630
Burris, S. George, front for ... **Rept. 1139**—631
Connelly, Gerald, defense of, dynamiting case ... **Rept. 1417**—241
Contraband arms ... **Rept. 1139**—637–643
Hoffa, James:
Involvements ... **Rept. 1139**—630
Loans to ... **Rept. 1139**—629, 630
Hotel bill, Teamsters, paid by Thomas Department Store ... **Rept. 1139**—630
Manager, John W. Thomas Department Store ... **Rept. 1139**—629
Purchase of Thomas Department Store ... **Rept. 1139**—630
Spindel, Bernard, defense, financial support ... **Rept. 1139**—687, 688
Sun Valley, Fla., attempt to resuscitate ... **Rept. 1139**—630, 634, 635
Teamster hoodlum connections ... **Rept. 1139**—630
Teamster jacket deal:
Banner Mercantile & Supply Corp., formation ... **Rept. 1139**—645
Commissions from ... **Rept. 1139**—644, 648
Financial manipulations ... **Rept. 1139**—648
Nonunion supplier ... **Rept. 1139**—644

Page
Dranow, Benjamin—Continued
Teamster jacket deal—Continued
Overcharge to union ... Rept. 1139—644, 647
Profits, Banner Mercantile & Supply Corp ... Rept. 1139—646
Suppliers, list of ... Rept. 1139—644, 645
Teamster loan to Thomas Department Store ... Rept. 1417—241
Teamsters loans, fees to negotiate ... Rept. 1139—634, 635
Teamsters officials' wives, gifts to ... Rept. 1139—630
Teamster treasuries support promotional talents of ... Rept. 1139—644
Union Land & Home Co., owner of ... Rept. 1139—631
Draper, Keith ... Rept. 1417—339–341; Rept. 1139—709
Beating by Teamster officer ... Rept. 1417—339
Canaday, Perry, indicted for assault ... Rept. 1417—341
Intimidate, attempts to ... Rept. 1417—340
Threats against, warrant release ... Rept. 1417—340 341
Dresser, Louis ... Rept. 1417—248
Drew v. *Thaw* ... Rept. 1139—327
Drinker, Biddle & Reath ... Rept. 621—494
Drinker, Henry S ... Rept. 621—509
Drugstore, Fountain and Luncheonette Employees Union. (*See* Restaurant Workers.)
Drury, Capt. William, murder of ... Rept. 621—596
Drury Lane Summer Theater ... Rept. 621—657
Drury's, Inc ... Rept. 1139—421, 422
Dubash, Marshall ... Rept. 1417—223
Dubinsky, David ... Rept. 1417—413; Rept. 621—552
Investigation of, by Max Raddock ... Rept. 621—551–553
Dubois, Murray ... Rept. 621—74
Duchnowski, Anthony ... Rept. 1417—99
Duck, Edward ... Rept. 1139—315, 414, 444, 445
Dudek, Walter ... Rept. 1139—516, 564
Payoffs to Joseph P. Glimco ... Rept. 1139—516
Duff, James ... Rept. 1417—83
Duffy, F., taxes paid with union funds ... Rept. 621—562
Duffy, James ... Rept. 1417—408
Duffy, LaVern J ... Rept. 1417—331, 335, 339, 347, 353, 361, 362, 365; Rept. 621—612, 653, 654, 669; Rept. 1139—708, 709, 711, 712, 790, 791, 796, 810, 813.
Duffy, Mike (Michael Kirk) ... Rept. 621—424
Duffy, William ... Rept. 621—646, 649, 650
Dugan, F ... Rept. 1139—397
Dugan, Harold H ... Rept. 621—575–577
"Duke, The" (Dennis Cooney). (*See* Coin-operated machines, Cooney.)
Dun & Bradstreet ... Rept. 621—587
Duncan, Bob ... Rept. 621—378
Duncan, Miss ... Rept. 621—581
Dunis, Lou ... Rept. 1417—18, 21
Dunn, Joseph "Cockeye" (deceased) ... Rept. 621—71–73, 78; Rept. 1139—50, 111
Bridge, John, intervention for Dunn ... Rept. 1139—49, 50
Official of local 1730, ILA ... Rept. 1139—111
Police record ... Rept. 1139—50, 111
Dunn, Judge Robert Jerome ... Rept. 621—601
Dunne, Robert Emmet ... Rept. 621—492, 519, 524, 527–530, 532, 545
Duplex Printing case ... Rept. 1139—2
DuPont, Mr ... Rept. 1139—458, 459
Durisol, Inc ... Rept. 1139—305
Durkin, John ... Rept. 1417—90, 91, 94, 98, 100–105
Teamsters Local 229 strike, Sonny Boy Bakery ... Rept. 1417—99–101
Durkin, William A ... Rept. 621—576, 577
D'Urso, Joseph, Food Fair stock purchase ... Rept. 621—463
"Dusty" (Murray L. Miller) ... Rept. 1417—448; Rept. 1139—14
"Dutch". (*See* Elmer Dowling, Dutch Goldberg, Henry Shomberg.)
Dutto, Frank ... Rept. 1417—110, 111
Bakery Workers Local 3 ... Rept. 1417—110
Communist front activities ... Rept. 1417—110
Dwyer, John ... Rept. 1417—164

Dynamiting: Page
Bonacuse, Anthony, nonunion job ... **Rept. 1417**—90–95
Kohler nonstrikers' cars, bombing of ... **Rept. 1139**—230, 369
Teamsters Local 229, nonunion construction job ... **Rept. 1417**—90–95
UAW-Kohler strike ... **Rept. 1139**—230, 231

E

E. & E. Music Co ... **Rept. 1139**—775, 776, 779
E. & R. Grill ... **Rept. 1139**—214
Eagle Trucking Co ... **Rept. 621**—25
Earl, Stanley ... **Rept. 1417**—16
East Central Indiana District Council ... **Rept. 621**—564
East Chicago, Ind., coin-operated machines ... **Rept. 1139**—810–813
East Meadow Sanitation Service ... **Rept. 1417**—311
East Texas Motor Freight Lines ... **Rept. 1139**—7
Eastman, Dillon & Co ... **Rept. 621**—460, 461, 469, 470, 473, 474
Eazor Express Co., union labor relations, agreements ... **Rept. 1139**—585, 586
Eberhardy, Math ... **Rept. 1139**—217
Eberhart, Arthur ... **Rept. 621**—667, 668
Shotgun standoff of union organizers ... **Rept. 621**—667
Eden Aero Parts, New York ... **Rept. 1417**—182, 219
UAW–AFL Local 649, phony union contract ... **Rept. 1417**—182, 183
Edris, William ... **Rept. 1417**—50
Edwards, Jim (James Guffy) ... **Rept. 1417**—278, 299
Edwards, M ... **Rept. 1139**—397
Edwards, Neal ... **Rept. 1139**—289, 400
Egan's Rats, St. Louis, Moore, John Edward, membership ... **Rept. 621**—602
Eglit, Sam ... **Rept. 1139**—498
Ehrlich, Morris ... **Rept. 1417**—182, 183, 219
Ehrlich, Mrs. Nathan ... **Rept. 1417**—108
Ehrlich, Nathan ... **Rept. 1417**—108
8212 Club, Portland, Oreg ... **Rept. 1417**—30–33
Eisen, Bobbie ... **Rept. 1417**—41
Eisen, Mel ... **Rept. 1417**—41, 52
Ekco Products Co ... **Rept. 1417**—256
Elco, John ... **Rept. 621**—392; **Rept. 1139**—873
Income tax, paid by Teamsters Local 107 ... **Rept. 621**—392
Income tax returns, 1955, false ... **Rept. 621**—392
Teamster goons paid for lost time ... **Rept. 621**—392
Electric Auto-Lite ... **Rept. 1139**—305, 457–459. 461
Zvara, Peter, commission paid ... **Rept. 1139**—305, 457, 458
Electrical Equipment and Fabrication Employees Union Local 531 ... **Rept. 1139**—752, 761
Electrical Workers. (*See* IBEW.)
Elkins, Fred ... **Rept. 1417**—13
Elkins, James B ... **Rept. 1417**—7–16, 18, 19, 22, 23, 25–34, 38–40
Oregon abatement law ... **Rept. 1417**—9
Teamsters backing of William Langley ... **Rept. 1417**—11
Ell-Gee Carriers (Randy's Trucking Corp.) ... **Rept. 1139**—506
Ellington, Troy ... **Rept. 1139**—398
Elliott, George, Co ... **Rept. 1139**—305, 308, 317, 456–459
Commissions paid Zvara ... **Rept. 1139**—305, 456
Dale, John D., owner of ... **Rept. 1139**—305, 457
History and makeup ... **Rept. 1139**—305, 456
Ellis, William Leon "Corky" ... **Rept. 1417**—338, 348
Evans, Eugene, attack on ... **Rept. 1417**—337, 338
Teamster Local 321 goon ... **Rept. 1417**—338
Ellsworth, Ralph, Ford Co ... **Rept. 621**—680–682, 686
Ellwood, Aaron ... **Rept. 1139**—656
Elsesser, John ... **Rept. 1139**—225, 244, 368, 369, 464
Assault by Kohler strikers in barroom ... **Rept. 1139**—369, 370
Dynamite placed under automobile of ... **Rept. 1139**—369
Harassment over telephone, UAW-Kohler strike ... **Rept. 1139**—368, 369
Kohler nonstriker, summary of events ... **Rept. 1139**—368–370
Embree, Katherine (*see also* Alpine Carting Service) ... **Rept. 1417**—306
Embry, Joe (Vincenzo Ammerratti) ... **Rept. 1139**—849
Emby Distributing Co ... **Rept. 1139**—751

Page
Emerick, Chester A. (deputy commissioner of customs), bribery plot, testimony—Rept. 1139—642–644
Emerson Apartments, Detroit, Mich—Rept. 621—677
Emerson, George—Rept. 1417—133, 134
Emory, James—Rept. 621—596
Empire Club—Rept. 1139—507, 508
"Empire in Wood"—Rept. 621—546
Empire State Brewery Corp—Rept. 1139—492
Empire State Highway Transportation Association (*see also* Adelizzi, Joseph M.)—Rept. 1139—573, 668
"Enforcer, The." (*See* Nitti, Frank.)
Engelmann, Mr—Rept. 1139—151
Engineers Building & Loan Association—Rept. 1417—416
Englander Co—Rept. 1417—256, 278, 284–288, 298, 300, 446; Rept. 621—109; Rept. 1139—871
  Contract comparisons—Rept. 1417—287
  Labor Relations Associates:
    Client of—Rept. 1417—284
    Antiunion committees, use of—Rept. 1417—256
  Teamsters, organized by—Rept. 1417—285–287
  Upholsterers Union, picketing California plant—Rept. 1417—285
English, Charles "Chuck"—Rept. 1139—776, 778, 779, 817, 860
English, John—Rept. 1417—202; Rept. 621—419
English, Lorraine—Rept. 1139—778
English, Mary—Rept. 1139—778
English, Sam—Rept. 621—594, 626, 638, 640, 671; Rept. 1139—776
  Chicago Restaurant Association, employment by—Rept. 621—638, 640
  Gangster associations—Rept. 621—640
  Labor relations consultant for Anthony Champagne—Rept. 621—639, 640
  Savings through substandard wage scale—Rept. 621—640
  Unionization drives, freedom from—Rept. 621—640
Equitable Life Insurance Co—Rept. 1417—135, 136
Equitable Research Associates—Rept. 1417—192, 206, 219, 221; Rept. 1139—102, 871
  Dioguardi, John, established by—Rept. 1417—192; Rept. 1139—102
  Sweetheart contracts arranged—Rept. 1417—206
  Unionization avoided—Rept. 1417—192
Erck, Harold—Rept. 1139—77, 78
Erice, Anthony—Rept. 1139—775, 785
Erie Times News—Rept. 1139—125
Ernst & Ernst—Rept. 1139—313
Ertis, Irving—Rept. 1139—98, 105, 106
  Pacific News Co., president of—Rept. 1139—105
  Select committee, refusal to cooperate with—Rept. 1139—106
Ervin, Senator Sam J., Jr., findings and separate views, UAW, AFL–CIO—Rept. 1139—271–282, 285–318
Ervolino, Frank—Rept. 1139—502
Ervolino, Mike—Rept. 1139—502
Esco Motor Co.:
  Baker, Barney:
    Interest in strike—Rept. 621—81–84
    Payoffs to—Rept. 621—82, 83
Esham, Homer—Rept. 1139—399
Esposito, Albert—Rept. 1417—164
Esposito, Pat—Rept. 1139—749
Esrig, Donald—Rept. 621—662
Esrig, Sheldon—Rept. 621—662
Esrig's Coffee Shop, Restaurant Workers Local 593, partial organization—Rept. 621—662
Essex House, Newark, N.J—Rept. 1417—290
Esso (Standard Oil Co.)—Rept. 621—518, 578–585, 587
  Falsification of oil grade proposed by Manny Weiss—Rept. 621—579
  Taft-Hartley Act, consideration of—Rept. 621—579, 580
  Weiss enterprise, dealings with—Rept. 621—578–582, 584, 587
Ethical Practices Committee, AFL–CIO. (*See* AFL–CIO Ethical Practices Committee.)
Eulo, Frank—Rept. 1139—503

Page
Evans, Carl:
President, local 156, UAW ---- Rept. 1139—396
UAW representative at mayor's meeting ---- Rept. 1139—396
Evans, Eugene:
Attacker identified as William Ellis ---- Rept. 1417—338
Beating by Teamsters Union goon ---- Rept. 1417—337, 338
Charges, unfair labor practices, quashed by Teamsters ---- Rept. 1417—337
Evans, Frederick ---- Rept. 621—599, 600, 627
Evans, Glenn (*see also* Whirlpool Corp.) ---- Rept. 1417—268–271
Evans, Wendell ---- Rept. 1139—397
Evening Wholesalers Group ---- Rept. 1139—96–98
Everett, George ---- Rept. 621—75, 77
Evola, Natale ---- Rept. 1139—504
Ex-convicts as Teamster officers ---- Rept. 1139—722
Exhibitors Service Co ---- Rept. 1417—247; Rept. 1139—873
Exley, Joseph L ---- Rept. 621—108
Extortion (*see also* Sheet Metal Union Local 73):
Beck, David D., distributorship from Anheuser-Busch, labor peace ---- Rept. 1417—71–73
Chester, Max ---- Rept. 1417—174–178
DeKoning, William, Jr ---- Rept. 1417—405
DeKoning, William, Sr ---- Rept. 1417—405
Fay, Joseph S., indictment for ---- Rept. 1417—376
Glimco, Joseph P ---- Rept. 1139—515
Teamsters Local 229 ---- Rept. 1417—103
Zakman, Samuel ---- Rept. 1417—165

F

Fagan, Thomas L.:
Comparative Teamster contracts, local 249 and Central States Rept. 1139—585
Local 249 grievances negotiated by Hoffa ---- Rept. 1139—585, 586
President, Teamsters Local 249 ---- Rept. 1139—584
Fain, David ---- Rept. 1417—20
Fair Frox ---- Rept. 1139—504
Fairless Steel Works ---- Rept. 621—422
Falange, Anthony ---- Rept. 1139—502
Falcon Manufacturing Co., Dallas, Tex ---- Rept. 621—520
Falcone, Joseph, Apalachin, N.Y., meeting, attendance ---- Rept. 1139—493, 502
Falcone, Salvatore ---- Rept. 1139—493, 502, 853
Apalachin, N.Y., meeting, attendance ---- Rept. 1139—493, 502
Farr, Asa ---- Rept. 621—422
Farrell, Charles ---- Rept. 1139—674–676
Farrell, Lew ---- Rept. 621—14, 79–81, 589
Capone associate ---- Rept. 621—589
Carpenters Union affairs, intervention in ---- Rept. 621—589
Hoffa, James R., associate ---- Rept. 621—589
Farrell, Sidney ---- Rept. 621—333
Farren, Fred J ---- Rept. 1417—242
Farren, Harry (*see also* Sears, Roebuck & Co., Boston store) ---- Rept. 1417—281
Farris, Abe ---- Rept. 1417—223
Farris, Jim ---- Rept. 621—80
Fassler, Arnold ---- Rept. 1139—685, 688
"Fat Lenny" Caifano ---- Rept. 621—648
Faultless Trucking Co ---- Rept. 1139—506
Faunce, George ---- Rept. 1417—262–267, 299
Bakery Workers president, connections with ---- Rept. 1417—266
Conflict of testimony ---- Rept. 1417—266, 267
Continental Baking Co. negotiator ---- Rept. 1417—264
Morton Frozen Food Co., Bakery Workers contract ---- Rept. 1417—266, 267
Fawkes, Robert "Scotty" ---- Rept. 621—685
Fay, Joseph S. "Joey" (*see also* Operating Engineers Locals 542 and 825) ---- Rept. 1417—376, 382, 412–418, 420–425, 440, 441
Benevolences voted to, by Operating Engineers ---- Rept. 1417—413, 415, 416
Conflict of interests ---- Rept. 1417—414
Extortion, indictment for ---- Rept. 1417—376
One-man rule ---- Rept. 1417—412

Page
Fay, Joseph S. "Joey"—Continued
Operating Engineers Local 825, sale of property to... Rept. 1417—416, 417
Police record... Rept. 1417—413
Reinstatement of, blocked by international... Rept. 1417—417, 418
Union background... Rept. 1417—413
Witnesses against, bought off... Rept. 1417—414
Fay, Mrs. Joseph S... Rept. 1417—415, 416
Fazula, Alfred "Pasta"... Rept. 1417—311, 312, 316, 328; Rept. 1139—873
Payoff received... Rept. 1417—316, 317
Police record... Rept. 1417—311
Squillante, Vincent, sponsor in cartmen's associations... Rept. 1417—311
Underworld influence... Rept. 1417—316
Feature Press... Rept. 621—527
Federal Auto Supply Co... Rept. 621—676
Federal Aviation Agency... Rept. 1139—643
Federal Bureau of Investigation... Rept. 1417—401; Rept. 621—500, 621, 670; Rept. 1139—512, 513, 520, 616, 624, 878
Operating Engineers Local 3, death threat investigation... Rept. 1417—401
Swanson, Victor, false statements... Rept. 1417—401
Threats against committee witnesses, referral... Rept. 621—620
Federal Communications Commission... Rept. 1139—797, 799, 840, 865
Federal Corrupt Practices Act... Rept. 1139—873
Federal Firearms Act... Rept. 621—677
Federal Housing Administration (FHA)... Rept. 1139—707
Federal Mediation and Conciliation Service... Rept. 621—255; Rept. 1139—354
Butchers Union, no record of notice to strike... Rept. 621—255
Strike notice, requirements for filing... Rept. 621—255
Federal Narcotics Bureau, New York... Rept. 1417—309, 324, 327; Rept. 1139—878
Federal National Mortgage Association... Rept. 1417—80
Federal Register... Rept. 1139—39
Federal Trade Commission... Rept. 621—520, 522, 524, 525
Trade Union Courier, action against... Rept. 621—520
Federal Union 18545... Rept. 1139—146
Federated Retail Liquor Dealers Association... Rept. 621—647, 649, 650, 674
Planned in Chicago... Rept. 621—647
Federated Service Workers Union (FSWU):
Local 19, Game and Jukebox (*see also* Coin-operated machines) Rept. 1139—755, 756, 759, 760, 763–766, 859
Local 26, Cafeteria Workers Union... Rept. 1139—759, 763
Feduniue, John... Rept. 621—500
Feinstein, Mr... Rept. 1139—616, 624
Feldman, Alexander... Rept. 1139—98
Feldman, Louis... Rept. 1139—98
Feldman News Co... Rept. 1139—98
Feldman, Samuel "Shorty" (Sam Frank, Sam Harris)... Rept. 1417—254, 449; Rept. 621—9, 10, 20–22, 68, 111, 402–404, 515; Rept. 1139—99, 109, 110, 874.
Police record... Rept. 621—9, 20, 403, 404
Teamsters Local 929, extortion attempt, Horn & Hardart Co. Rept. 621—402
Wrongdoing, determination of, whitewashing by Hoffa... Rept. 621—9, 10
Feldschuh, Mr... Rept. 1139—616, 624
Felice, Freddie (alias Franco)... Rept. 1139—662
Felicetta, Tommy... Rept. 1417—241
Fello, Barney... Rept. 1139—108
Fello, Rocco... Rept. 1139—109, 110
Fello, William... Rept. 1139—99, 107–110, 128, 874
Bi-County News Co.:
Organized by... Rept. 1139—107
Personal loans to... Rept. 1139—108
Corallo, Antonio, associations with... Rept. 1139—108
Walsh, John P., $20,000 cash payment received from Fello... Rept. 1139—108
Fello's Bar and Grill... Rept. 1139—108
Fenelli, Rocco... Rept. 1139—518
Fenner, Ed... Rept. 621—132, 158

Page
Feola, Joseph (Joey Surprise)..... Rept. 1417—308, 309, 311, 312, 324, 327, 330
Carter Land Fill Corp..... Rept. 1417—324
Fixer for Westchester Carting Co..... Rept. 1417—308
Police record..... Rept. 1417—308
Ferguson, Desmond..... Rept. 621—253, 278, 301, 340, 341
A. & P. contract, employee reaction..... Rept. 621—278
Block supporters, preferential treatment of..... Rept. 621—301
Coercion of employees, A. & P. Co..... Rept. 621—253
Operation of union, reprisal for questioning..... Rept. 621—340, 341
Ferguson, Don..... Rept. 1139—399
Ferguson, Harold..... Rept. 1139—109
Ferguson, Jess..... Rept. 1139—399
Fernazo, Sam..... Rept. 1417—245
Fero, Fred..... Rept. 1417—430
Ferrand, D..... Rept. 1139—397
Ferrando, Augusto (consul general, Dominican Republic)... Rept. 1139—642, 643
Bribery, customs officials..... Rept. 1139—642, 643
Indictment, arms smuggling..... Rept. 1139—643
Ferrara, Joseph:
Assault upon James Ford, participation in..... Rept. 621—58
Police record..... Rept. 621—61
Violence, decoy scheme to waylay taxicabs..... Rept. 621—59–61, 64
Ferraro, Frank..... Rept. 1139—817
Ferrazza, Jesse..... Rept. 1139—172, 179, 181, 183, 184, 199, 337, 372, 378, 379
Administrative assistant to Emil Mazey..... Rept. 1139—172, 337, 378
Oostdyk, Dale, statement made to..... Rept. 1139—183, 372
Strongarm methods used by..... Rept. 1139—179, 378
Vinson, William, reprimanded..... Rept. 1139—199
Ferree Moving & Storage Co..... Rept. 1139—795
Feuer, Mortimer..... Rept. 1139—620, 623, 624
Fidelity Bank & Trust Co..... Rept. 621—28, 29, 32
Fields, Raymond H..... Rept. 1417—64
Fifth Jack Grill..... Rept. 621—640
Filipoff, John W. (*see also* Portable Container Disposal Co.)... Rept. 1417—304; Rept. 1139—671, 672, 700–704, 722, 729
Communist-dominated union, financial aid..... Rept. 1139—701, 703
Conflict of interests..... Rept. 1139—671, 700, 701
Funds, to support Communists..... Rept. 1139—701
Hoffa, James, associate of..... Rept. 1139—671
Sears, Roebuck organizing, director of..... Rept. 1139—671, 672, 701
Secretary-treasurer, Teamsters Local 208..... Rept. 1139—671
Fillenwarth, Edward..... Rept. 621—31
Filocomo, Ernest (Ernie Kippy)..... Rept. 1139—756–762
Police record..... Rept. 1139—756
Finamore, Anthony J..... Rept. 1139—99
Finazzo, Sam..... Rept. 621—14, 16, 18
Findings of select committee. (*See* Senate Select Committee, findings.)
Findlay, John P..... Rept. 621—105, 123, 124, 154–166, 182
Misappropriation of premiums by Allen Dorfman, testimony concerning..... Rept. 621—154–158
Records, failure of Allen Dorfman to supply, testimony.. Rept. 621—123, 124
Teamster officials life insurance policies..... Rept. 621—158–160
Fink, Emanuel "Manny"..... Rept. 1417—170, 218
Finks, Harry..... Rept. 1417—52
Finn, Officer..... Rept. 621—632
Finnegan, Joseph..... Rept. 1139—354
Fiore, James..... Rept. 1139—337
Firearms, Kohler Co. purchase..... Rept. 1139—160, 192, 193
Fireside Restaurant..... Rept. 621—611–613, 617, 624
First National Bank, Chicago..... Rept. 1417—382
First National Bank, Seattle, Wash..... Rept. 1417—50, 62, 74, 77, 80, 445
Fischetti, Charles..... Rept. 1417—374
Fischetti, Rocco, gangland activity..... Rept. 621—595, 596
Fisher, Albert E..... Rept. 621—534, 535, 543, 546, 562
Taxes paid with union funds..... Rept. 621—562
Fisher, Barbara..... Rept. 1139—398, 399

Page
Fisher, G ... Rept. 1139—397
Fisher, John ... Rept. 1417—151, 152; Rept. 621—386
Fisher, Raymond ... Rept. 1417—418, 419
Fitzgerald, F. A ... Rept. 1417—379
Fitzgerald, George S., Teamster attorney ... Rept. 1417—212, 213, 215, 225, 235, 253; Rept. 621—79, 90, 95–99, 101, 108, 113; Rept. 1139—685, 687, 688.
Winchester Village Land Co. fee received ... Rept. 621—96, 99
Fitzpatrick, Chester ... Rept. 1139—581
Fitzpatrick, Henry ... Rept. 1139—693, 694
Fitzsimmons, Frank ... Rept. 1417—223, 244–248, 250, 449; Rept. 621—89, 95, 105, 137, 158; Rept. 1139—36, 596, 598, 599, 601, 602, 711.
Gift received, Dr. Leo Perlman ... Rept. 621—105
Indictment by Detroit grand jury ... Rept. 621—89
Fitzsimmons, Richard ... Rept. 1417—247
Five O'Clock Club, Burbank, Calif ... Rept. 1139—498
Flame Restaurant ... Rept. 621—617
Flanagan, Edward ... Rept. 1139—776
Flanders Tearoom, Chicago, threatened by Restaurant Workers Union Rept. 621—667, 668
Fleet Carriers, Inc ... Rept. 1139—610
Flick, Bryant ... Rept. 1417—241
Flint Cold Storage Co ... Rept. 621—676
Flint (misprinted "Clinton") Sausage Works: Kamenow, George, Labor Relations Associates, employment of ... Rept. 1417—293
Fliss, Moe ... Rept. 621—329, 336, 337, 374
Florida National Bank in Orlando ... Rept. 1139—630
Flotill Products, Inc ... Rept. 621—224
Flower, Ed ... Rept. 1139—676, 678–680
Floyd, Israel ... Rept. 1139—674
Floyd, Tom ... Rept. 1139—674
Floyd, Virgil ... Rept. 1139—674, 677, 678
Hoffa selection to head merged locals ... Rept. 1139—674
Police record ... Rept. 1139—674
Flying squadron:
Definition, union meaning ... Rept. 1139—182
UAW use at Kohler ... Rept. 1139—182
Flynn, Nicholas ... Rept. 1139—326, 327
Flynn, Robert ... Rept. 1139—400
Flynn, Thomas E ... Rept. 1417—81; Rept. 621—104, 105, 132, 136, 379, 481
Flynn, Thomas J ... Rept. 1139—382, 383, 581, 582
Case history for picket line violence, UAW ... Rept. 1139—382, 383
Clemency granted by Gov. G. M. Williams ... Rept. 1139—383
Fontana, Joseph E ... Rept. 1139—123–126
American Weekly, business manager ... Rept. 1139—125
Payments to Harold Gross discontinued ... Rept. 1139—125
Payoff, disinterest in recipient ... Rept. 1139—125, 126
Payoffs to Harold Gross, OK'd ... Rept. 1139—125
Food and Drug Act ... Rept. 1139—503
Food Employers' Labor Relations, Inc.:
Lapensohn and Sam Blank tieup ... Rept. 621—439–451
Organization and aims ... Rept. 621—439–441
Teamsters Local 107, negotiations with ... Rept. 621—439, 440
Food Fair Properties, Inc ... Rept. 621—311, 330, 347, 352, 353, 357, 371, 373, 459–461, 463, 473, 475; Rept. 1139—871
Block, Max, preferential rights granted to ... Rept. 621—310, 311, 347, 352–355
Food Fair Stores, Inc ... Rept. 621—310, 316, 317, 329, 330, 347, 351–355, 364, 371, 372, 375, 418, 419, 431, 436–439, 441–445, 447–449, 451, 452, 455–459, 461–465, 468, 469, 473–475, 477–479, 516, 526, 532; Rept. 1139—871.
Butchers Union, favored treatment ... Rept. 621—354, 355
Butchers Union Local 342, pension fund exemption ... Rept. 621—354
Labor leaders, stock purchases ... Rept. 621—460–464

Page
Food Fair Stores, Inc.—Continued
Labor officials, gratuities to ... Rept. 621—460–462
Pension fund contributions, exemptions granted by Max Block ... Rept. 621—310, 311
Savings involved ... Rept. 621—354, 355
Zeitler, Martin:
Business given to ... Rept. 621—329
Business relationship ... Rept. 621—477
"Foots" (E. F. Johnson) ... Rept. 1139—12, 15, 16
Forbes, Charles ... Rept. 1139—462
Forbes, Matthew ... Rept. 1139—663
Ford, James ... Rept. 621—57, 58, 60, 67
Beaten at Teamster meeting ... Rept. 621—58, 60, 67
Secretary-treasurer, Teamsters Local 632, forced to resign ... Rept. 621—57, 58
Ford Motor Co ... Rept. 1139—378, 655
Ford, R. A ... Rept. 1139—38, 39, 47
Ford Storage & Moving Co.:
Employees disinterested in unionization ... Rept. 1139—38
Railroads honoring picket line ... Rept. 1139—39
Shippers refusal to handle merchandise, reasons for ... Rept. 1139—40
Teamsters illegal picketing of ... Rept. 1139—38
Trucking firms stress unionization ... Rept. 1139—38
Violence to ... Rept. 1139—38
Fordham Hoisting Co ... Rept. 1139—505
Formandi, Carmine ... Rept. 621—12
Formusa, John ... Rept. 1139—799, 802, 803, 814–819, 861
Forrestal, Mrs. James V ... Rept. 1139—661
Fort Sill, Okla., grenades supplied for Teamster violence ... Rept. 1139—13, 16
Fosnight, Everett ... Rept. 1139—398
Fossum (Norwegian motorship) ... Rept. 1139—232, 233, 235, 260, 343, 352
Clay boat incident at Kohler Co ... Rept. 1139—232, 233, 343, 352
Foster, Byan A ... Rept. 621—61, 62
Fowler, Chester ... Rept. 621—46
Fox, Jack ... Rept. 1139—843
Frame, Maurice ... Rept. 1417—324
France, Bob, Coat Co ... Rept. 1139—505
Francis Palm Building ... Rept. 1139—831
Frank, Nicholas (John Wendell) ... Rept. 621—387, 388, 392
Income tax, paid by Teamsters Local 107 ... Rept. 621—392
Income tax return, 1955, false ... Rept. 621—392
Teamsters Local 107 goon paid for lost time ... Rept. 621—392
Frank, Sam. (*See* Feldman, Samuel.)
Frankel, Mr ... Rept. 621—623
Franklin National Bank ... Rept. 1139—664
Franks, Oakley ... Rept. 1139—230, 231
Frasca, Gus ... Rept. 1139—500
Frechette, Dave R ... Rept. 1139—707, 708, 722, 854
Financing, Teamsters International for integration gimmick ... Rept. 1139—707, 708
Integration gimmick to embarrass contractor ... Rept. 1139—707
Secretary-treasurer, Teamsters Local 290 ... Rept. 1139—707
Frederick Snare Corp ... Rept. 621—571
Fredericks, Roger ... Rept. 1139—369, 370
Freedman, Solomon Joseph ... Rept. 621—401–403
Freels, Lola, Teamsters Local 621 secretary ... Rept. 1417—333, 334, 336–338, 346, 351, 354, 355, 358
Dynamite purchases, testimony re ... Rept. 1417—333, 334
Pickets, Teamsters Local 621 ... Rept. 1417—354
Reynolds, W. J., admission of shootings ... Rept. 1417—346
Siruping by Teamster officials ... Rept. 1417—333
Smith, W. A., violence, shooting ... Rept. 1417—346
Testimony, efforts to prevent ... Rept. 1417—354, 355
Freese, Arthur:
Action by Hoffa against, lack of ... Rept. 621—11
Police record ... Rept. 621—11
Fretti, Ben ... Rept. 1139—413, 450

Page
Fretti, Joe ... Rept. 1139—413
Friedland, George ... Rept. 621—446, 447, 457, 460, 461, 477, 479
Friedland, Jacob ... Rept. 621—528, 529; Rept. 1139—668
Friedland, Samuel, labor officials, gratuities to ... Rept. 621—460–462
Friedman, Al ... Rept. 1417—195, 196
Friedman, Harry ... Rept. 1417—254, 449
Friedman, Harvey ... Rept. 1417—266; Rept. 1139—588, 590
Hoffa, James R., emissary of ... Rept. 1139—588
Police record ... Rept. 1139—588
Teamster Joint Council, seated in ... Rept. 1139—588
Friedman, Marcus L ... Rept. 1139—306
Friedman, Samuel L ... Rept. 1139—772
Friedman's Express ... Rept. 1139—506
Frieze, Arthur ... Rept. 621—392
Fritz, Dick ... Rept. 1417—292
Fromuth, Allen ... Rept. 1139—295
Frost, William O ... Rept. 1139—62–64, 66
Business manager for Sheet Metal Workers ... Rept. 1139—62
Statement, Burt Manufacturing Co. situation ... Rept. 1139—62, 63
Fruehauf, Roy ... Rept. 1417—66, 68–71, 86
Fruehauf Trailer Co ... Rept. 1417—65, 66, 68, 70, 71, 77, 78, 85–87, 228, 229, 444; Rept. 1139—871
Beck, David D.:
Payoff ... Rept. 1417—70, 71
Proxy battle ... Rept. 1417—66–68
Beck-Shefferman toy truck venture ... Rept. 1417—65, 66
Fullerton development ... Rept. 1139—633
Fulton Street Market, Chicago (*see also* Glimco, Joseph P.) ... Rept. 1139—514–517, 522, 524, 564, 565, 567
Extortion, Glimco indictment for ... Rept. 1139—515
Glimco, Joseph P.:
Boss of ... Rept. 1139—515, 516
Feathers racket ... Rept. 1139—515, 516
Racket enterprises ... Rept. 1139—515–517
Furman, Arthur ... Rept. 1139—658
Fusco, Joe ... Rept. 621—599

G

G. B. Realty Co ... Rept. 1139—508
G. & G. Leasing Co ... Rept. 1139—598
G. & G. Vending Co ... Rept. 1139—833
G. & M. Vending Co ... Rept. 1139—753
G. & S. Hardware (*see also* Colonial Hardware) ... Rept. 1139—307
G. & S. Service Co ... Rept. 621—676
Gabaeff, Abe ... Rept. 1139—771
Gabaeff, Jackie ... Rept. 1139—772
Gabaeff, Lily ... Rept. 1139—771
Gabaeff, Murray ... Rept. 1139—771, 772
Gagliano, Joseph ... Rept. 1139—774, 817
Gaglione, Michael ... Rept. 621—605; Rept. 1139—523, 565
Gaglione, Raymond ... Rept. 1139—523
Gaglione, Vincent ... Rept. 1139—523
Gale, Norman ... Rept. 1417—427
Galeno, Fred ... Rept. 1417—47–49, 51, 445
Galente, Carmine ... Rept. 1139—490, 661
Police record ... Rept. 1139—490
Galiger, Bert:
Galiger Heating Co., owner of ... Rept. 1139—78
Payoff to Sheet Metal Union official ... Rept. 1139—78, 79
Galins Ernest ... Rept. 1139—798, 799
Gallagher, Arthur E ... Rept. 621—393
Gallagher, John ... Rept. 621—393
Gallagrette, Monk ... Rept. 621—647
Gallo, Arthur ... Rept. 1139—833
Gallo, Joseph "Joey the Blond" ... Rept. 1139—765, 767–770, 859, 860, 875
Police record ... Rept. 1139—768, 769

Page
Gallo, Lawrence ..... **Rept. 1139**—757, 758, 760, 764, 765, 768–770, 859, 860, 875
Police record ..... **Rept. 1139**—769
Gallo, Romero ..... **Rept. 1139**—833
Gallo, Willie ..... **Rept. 1139**—499
Galloway, James Spence ..... **Rept. 1417**—363–365, 370
Galveston Truck Lines ..... **Rept. 1139**—18, 21–24, 70
Barry, Desmond A., president of ..... **Rept. 1139**—18
Boycotted by carriers ..... **Rept. 1139**—21–23
Summary of dispute with Teamsters ..... **Rept. 1139**—70
Gambino, Carlo ..... **Rept. 1139**—496, 504, 658
Gambling (*see also* Coin-operated machines) ..... **Rept. 1139**—741, 807, 808, 813–815, 818, 820
Equipment, manufacture of ..... **Rept. 621**—603
Gangsters (*see also* Chicago, gangsters; *also* Mafia; *also* Coin-operated machines):
Dallas, Tex., invasion of ..... **Rept. 621**—597
New York labor movement, influx ..... **Rept. 1417**—163
Gannon, Hugh F ..... **Rept. 621**—432, 435, 440, 444–450, 455, 458, 477–479
Gannon, Richard ..... **Rept. 1417**—281
Garbage industry (*see also* San Fernando Valley Rubbish Collectors Association; *also* Squillante, Vincent; *also* Teamsters Locals 27, 396, and 813):
Attraction for hoodlums ..... **Rept. 1417**—300, 301
Control of ..... **Rept. 1417**—300
Los Angeles area:
Background ..... **Rept. 1417**—301, 302
Collection, regular, importance of ..... **Rept. 1417**—302
Collectors, self-employed ..... **Rept. 1417**—303
Collusion, Teamsters and rubbish collectors .. **Rept. 1417**—302, 304, 305
Customer dissatisfaction resulting in city ownership .. **Rept. 1417**—305
Hamilton, Capt. James E., committee witness ..... **Rept. 1417**—301
Monopoly, through zoning ..... **Rept. 1417**—302
Municipal collection referendum, partial cleanup ..... **Rept. 1417**—301
Police department, complaints to ..... **Rept. 1417**—302
Probe of ..... **Rept. 1417**—301, 302
Union membership, benefits derived ..... **Rept. 1417**—303
Mafia ..... **Rept. 1417**—301
Monopoly ..... **Rept. 1417**—300
New York area:
Criminals associated ..... **Rept. 1417**—301, 311, 312
Jurisdictional dispute, Teamsters Locals 27 and 456 ..... **Rept. 1417**—305, 306
Squillante, Vincent, rise to czardom ..... **Rept. 1417**—309, 310
Senate Select Committee:
Findings ..... **Rept. 1417**—325
Hearings, purpose of ..... **Rept. 1417**—301
Report ..... **Rept. 1417**—301
Value of ..... **Rept. 1417**—300
Garceau, Ovide ..... **Rept. 1139**—253
Gardone, Frank, assault on Kane; Genuth; Mr. and Mrs. Ehrlich **Rept. 1417**—108, 109
Garfinkle, Henry ..... **Rept. 1139**—106
Garment Workers (International Ladies Garment Workers) Local 102, New York ..... **Rept. 1417**—164, 165, 167; **Rept. 1139**—505–507, 849
Garner, Robert ..... **Rept. 621**—46
Garofalo, Bartholemew ..... **Rept. 1139**—770
Garofalo, Frank ..... **Rept. 1139**—490
Garrett, Elwood L ..... **Rept. 1417**—396–398, 400, 403
Garrison, O. L ..... **Rept. 1139**—65, 66
Garvey, Marie ..... **Rept. 1139**—85, 86
Garvey, M. E ..... **Rept. 1139**—85
Garvin, Henry ..... **Rept. 621**—676
Gary & Buffalo Iron ..... **Rept. 621**—652
Gary, Ind. (*see also* Coin-operated machines, Lake County):
Crime commission ..... **Rept. 1139**—799
Police department ..... **Rept. 1139**—789, 818
Gasse, Mrs. Arleigh G. (*See* Gosse, Mrs. Arleigh G.)
Gasser, Peter, boycott promoter, employed by UAW ..... **Rept. 1139**—254

Page
Gaster, Henry (Gasster) ... Rept. 1417—170, 205, 218
Gaynor, James ... Rept. 1139—98
Gaynor News Co., unsupported cash withdrawals ... Rept. 1139—98
Geiger, Leonard ... Rept. 1417—202
Geiger, Martin ... Rept. 1417—201
Gelb, Sol ... Rept. 1139—685
Gelfand, James ... Rept. 1139—98
Genc, Emil ... Rept. 1139—86–88
Round Oak Sales & Service Co., owner of ... Rept. 1139—86
Shakedown by Sheet Metal Union attempted ... Rept. 1139—86
General Accounting Office ... Rept. 1139—322, 869, 878
General Contractors Association of New York: Johnson, Charles, Jr., negotiations ... Rept. 621—571
General Industries Co ... Rept. 1139—310
General Motors Corp ... Rept. 621—99
General Sanitation Co ... Rept. 1417—318–320, 328, 329
Accounting by Teamsters Local 813 ... Rept. 1417—318, 319
Dues-free union membership ... Rept. 1417—319
Monopoly, price rise ... Rept. 1417—319
Squillante, Nunzio, formed for benefit of ... Rept. 1417—318
Teamsters Local 813 favoritism ... Rept. 1417—318
Teamsters picket lines on behalf of ... Rept. 1417—319
Whip company formed by Vincent Squillante ... Rept. 1417—318
General Services Administration ... Rept. 1139—322
Genova, John ... Rept. 1417—99
Genovese, Anna ... Rept. 1139—501
Genovese, Vito ... Rept. 1417—313; Rept. 1139—488, 494, 499–501, 504, 505, 508, 509, 661
Apalachin, N.Y., meeting, attendance ... Rept. 1139—494
Fortune amassed ... Rept. 1139—499
Italy, activities in ... Rept. 1139—500, 501
Murder, indictment for ... Rept. 1139—499, 500
Witness, disappearance of ... Rept. 1139—499, 500
Narcotics indictment ... Rept. 1139—499
Gensberg, Frank ... Rept. 1139—12, 17, 18
Gentile, Danny ... Rept. 621—71–73, 78
Genuine Parts case ... Rept. 1139—259
Genuth, Louis ... Rept. 1417—108
Gerity Machines Corp.: Zvara, Peter, commissions paid ... Rept. 1139—457, 458
Gervase, Joseph J ... Rept. 1139—110, 112, 115–117, 119
Neo-Gravure Printing Co., official of ... Rept. 1139—110
Tribute totals paid during strike ... Rept. 1139—119
Gessert, Norman ... Rept. 1417—57, 58, 66, 69
Toy truck venture ... Rept. 1417—69, 70
Getlan, Sam:
Applications for charters, New York paper locals ... Rept. 1417—204
Teamsters Local 258, paper local, president of ... Rept. 1417—203
Gettleson, James:
Bitz-Thackrey introduction made ... Rept. 1139—103
Circulation director, New York Post ... Rept. 1139—103
Giammasi, Angelo ... Rept. 1417—276–278, 281
Giancana, Sam "Mooney" ... Rept. 621—595, 596, 626, 648, 652; Rept. 1139—776, 784, 785, 787, 813, 816–818, 820, 821, 860.
Gangland activity ... Rept. 621—595
Police record ... Rept. 1139—816, 817
Giardano, Anthony ... Rept. 621—57; Rept. 1139—496
Giardano, Ralph ... Rept. 621—74
Gib Bergstrom Pontiac Co ... Rept. 621—677–679
Gibbons, Harold Joseph Patrick ... Rept. 1417—81, 220, 239, 285–287, 446, 447; Rept. 621—2, 14, 35, 36, 40–52, 54–69, 72, 78, 84, 87, 107, 111–113; Rept. 1139—675, 683, 701, 703–706, 873.
Adler Manufacturing Co., violence at ... Rept. 621—56
Autocratic control of Teamster local ... Rept. 1139—705
Background and activities ... Rept. 621—63

Gibbons, Harold Joseph Patrick—Continued
Baker, Robert Barney, responsibility for bringing to St. Louis Page Rept. 621—68, 72, 78
Barrett, E. J.:
Reinstated, local 245 Rept. 1139—704
Whitewashing of Rept. 621—51
Beating of James Ford, connection with Rept. 621—67
Bommarito, Joe:
Hospital expenses paid by Teamsters Rept. 621—65
Whitewashing of Rept. 621—64, 65
Collusion with Harry Karsh, election fraud, Joint Council 13 Rept. 621—43–48, 112
Communist-dominated union, financial aid Rept. 1139–701
Felons, known, in places of trust Rept. 1139—704, 705
Gray Manufacturing Co., violence Rept. 621—56
Hoodlums, association with Rept. 621—57
International vice president, Hoffa choice Rept. 1139—704
Joint Council 13 election:
Contesting of, Hoffa influence Rept. 621—46
Local 447 delegates:
Eligibility Rept. 621—47, 48
Represent management Rept. 621—46, 47
Packing of Rept. 621—44, 45, 47
Violation of union constitution Rept. 621—48, 49
Legal fees, criminal cases Rept. 1417—239
Local 688, sale to Gibbons Rept. 621—54, 56, 63
Per capita tax payments, misleading record of Rept. 621—45, 46
Police department, St. Louis, attitude toward Rept. 621—65
President, Missouri-Kansas Conference of Teamsters Rept. 1139—704
Racketeers, domination of Teamsters, investigation Rept. 621—67
Rawlings Manufacturing Co., violence at Rept. 621—56
Stein, Nate, relations with Rept. 621—68–70
Taxicabs, waylaying of, connection with Rept. 621—67
Teamsters hierarchy, posts held Rept. 621—63
Trustee, appointed as:
Local 245 Rept. 621—49
Local 405 Rept. 621—62
Union funds, pay to imprisoned members, promise of Rept. 621—61
Vice president, Teamsters, elected as Rept. 621—2
Violence:
St. Louis, attributed to Rept. 621—56
St. Louis cab strike, responsibility for Rept. 621—56, 58, 59, 66
Wainwright, Branch W., whitewashing of Rept. 621—51
Webb, Floyd, whitewashing of Rept. 621—52, 54
Gigante, Vincent Rept. 1139—501
Gilbert, Abraham Rept. 1139—747
Gilbert, Dan Rept. 621—641, 644
Gilbert, James Rept. 1139—399
Gilbert, Roy J Rept. 1139—5–11, 13, 16
Southwestern Motors, owner-operator of Rept. 1139—5
Gillen, Richard J Rept. 1139—839, 840
Gillette, Senator Guy Rept. 1139—309, 441, 442
Gillis, Judge Joseph:
Indictment of Teamster officials, presiding at trial Rept. 621—90
Teamster funds used in—
Furthering candidacy Rept. 621—92, 93
Paying commission to Rept. 621—92, 93
Gilmore, Jack Rept. 621—90
Ginser, Leonard Rept. 1417—228
Ginser Trucking Co Rept. 1417—228
Giocoma, Tony Rept. 1139—847
Gioe, Charles "Cherry Nose" Rept. 621—654, 662; Rept. 1139—529, 567
Murder of Rept. 621—662
Giovanelli, Fred, police record Rept. 1139—750
Girard Wallpaper & Paint Co., Philadelphia Rept. 621—394, 395
Paint remover, purchased by Teamsters Local 596 Rept. 621—394
Givens, Leonard Rept. 1417—10

Page

Gleason, Thomas W. "Teddy"—Rept. 621—72; Rept. 1139—628
Glenn Cartage Co—Rept. 1139—608, 611
Contract modifications by Hoffa—Rept. 1139—608
Gleuck, Charles—Rept. 621—559
Glimco, Dorothy—Rept. 621—655
Glimco, Frank—Rept. 621—655
Glimco, Joanne M—Rept. 1139—520
Glimco, Joseph P. "Joey" (*see also* Fulton Street Market; *also* Teamsters Local 777)—Rept. 1417—254, 449; Rept. 621—13, 595, 596, 605, 655; Rept. 1139—514–529, 531, 532, 546–549, 553, 564–568, 718, 773, 775, 785, 788, 813, 817, 819, 860, 870.
Background, Fulton Street Market—Rept. 1139—514
Dissidents, harassment of—Rept. 1139—525
Extortion indictment—Rept. 1139—515
Defense costs, Teamster funds—Rept. 1139—522
Witness intimidated—Rept. 1139—515
Extortion re sale of business—Rept. 1139—516
Fulton Street Market, boss of—Rept. 1139—515
Funds, Teamster, for construction of house—Rept. 1139—527–529
Gangsters, association with—Rept. 1139—526, 527
Glielmi, former name of Glimco—Rept. 1139—514
Goons, employment of—Rept. 1139—525
Hoffa trial, Glimco expenses paid, Teamster funds—Rept. 1139—521
Income tax paid on kickbacks—Rept. 1139—518
Kickbacks from Arthur Nelson—Rept. 1139—515, 516
Kickbacks from Teamsters Local 777 officers—Rept. 1139—518, 524
Labor unions, influence in—Rept. 1139—523
Legal fees paid by Teamsters Local 777—Rept. 1139—522
Mallec, John, intermediary in payoffs—Rept. 1139—517
Payoffs to provide union exemption—Rept. 1139—516
Police Department, Chicago, investigation of—Rept. 1139—521, 522
Police record—Rept. 1139—515, 526, 527
President, Teamsters Taxicab Drivers—Rept. 1139—514
Stock purchases—Rept. 1139—520
Teamsters Local 777:
Apartment maintained for Glimco—Rept. 1139—520, 521
Funds, misuse of—Rept. 1139—520
Health and welfare fund:
Christmas gifts requested—Rept. 1139—546
Fidelity bond canceled—Rept. 1139—520
Shakedown of employers—Rept. 1139—548, 549
Sole trustee of fund—Rept. 1139—531
Payoff to former president—Rept. 1139—518
Glimco, Joseph P., Jr—Rept. 1139—520, 522
Globe Feather Co—Rept. 1139—516
Globemaster, C–74 planes—Rept. 1139—636
Gloster, Thomas—Rept. 621—244, 245, 288
Block, Max, overtures made to local 474—Rept. 621—244
Card count by Max Block, testimony concerning—Rept. 621—244
Sweetheart contract, Butchers Union-A. & P—Rept. 621—245
Goerlick, Lowell M.:
Attorney for UAW—Rept. 1139—314, 432
Automobile Workers Building Corp., destruction of records—Rept. 1139—314, 433
Conflict in testimony with Randolph Gray—Rept. 1139—314
Goff, Sidney—Rept. 1417—241
Gogola, Walter J., Jr—Rept. 1139—799
Goldbaum, Hy—Rept. 1417—18, 20–22
Goldberg, Abraham—Rept. 1417—164; Rept. 621—20, 420
Police record—Rept. 621—20
Goldberg, Al—Rept. 1139—739
Goldberg, Alfred—Rept. 1139—633
Goldberg, Dutch (Henry Shomberg)—Rept. 1139—771
Goldberg, Philip (Pat Goldberg)—Rept. 1417—170, 218
Goldberg, Sylvia—Rept. 1139—752

Page
Goldblatt, Louis (*see also* International Longshoremen's and Warehousemen's Union)---- **Rept. 1139**—571, 616–623, 625–629, 726
Golden, Art---- **Rept. 1139**—812
Golden Crust Bakery, Bakery Workers organizing expenses, $40,000 **Rept. 1417**—116, 117
Goldfarb, Harry---- **Rept. 1417**—319
Goldman, Morris---- **Rept. 1139**—826, 830–832
Goldstein, Bernard---- **Rept. 1139**—105
Goldstein, Irving---- **Rept. 1417**—239
Goldstein, Larry---- **Rept. 1139**—646
Goldstein, Sam---- **Rept. 1417**—171, 199, 206–210, 218; **Rept. 1139**—572, 695–698, 717, 718, 876
Gangsters and hoodlums, association---- **Rept. 1139**—696
Hoffa, James R., cleanup campaign---- **Rept. 1139**—695, 697
Legal fees, paid by Teamsters---- **Rept. 1139**—696
Police record---- **Rept. 1417**—206; **Rept. 1139**—696
President, Teamsters Local 239---- **Rept. 1139**—695, 696
Principal, paper local deal---- **Rept. 1139**—696
Teamsters Joint Council 16 election---- **Rept. 1417**—206–210
Teamsters Local 239, salary during jail term---- **Rept. 1139**—696, 718
Goldwater & Flynn---- **Rept. 621**—246
Goldwater, Senator Barry:
Separate views, UAW, AFL–CIO---- **Rept. 1139**—320–485
Index of---- **Rept. 1139**—485
"Golf Bag." (*See* Hunt, Sam.)
Gompers case---- **Rept. 1139**—2
Gompers, Samuel---- **Rept. 621**—519
Good News Stables---- **Rept. 1139**—506
Gooding Amusement Co---- **Rept. 621**—38, 39
Gooding, Floyd E---- **Rept. 621**—38, 39
Goodman, Philip D-- **Rept. 1417**—233; **Rept. 621**—30, 33, 121, 132, 160, 167, 168
Background---- **Rept. 621**—167
Positions held or services performed, conflicts of interest--- **Rept. 621**—167
Union Casualty stock sale, money received---- **Rept. 621**—168
Goodman, Seymour---- **Rept. 621**—142–146
Dorfmans, service fees and commissions received---- **Rept. 621**—141–144
NAIC Code of Ethical Practices, testimony concerning---- **Rept. 621**—145, 146
Goon squad: Bakery Workers, John Nelson, expense account-- **Rept. 1417**—117
Goot, Herman---- **Rept. 1139**—794, 795
Gordon, Abraham---- **Rept. 1417**—211, 449; **Rept. 621**—8, 176; **Rept. 1139**—579, 646–648, 657–662, 687, 699, 728
Concord Hotel, rent-free room, 2 years---- **Rept. 1139**—658
Hoffa, James, inner circle member---- **Rept. 1139**—657
Hoodlums and drug traffickers, cohorts of---- **Rept. 1139**—657, 661
Owner, nonunion trucking company---- **Rept. 1139**—657
Spindel, Bernard, criminal defense, financial support---- **Rept. 1139**—687
Teamsters Local 805:
Charter secured for by Paul Dorfman---- **Rept. 621**—176
Welfare fund:
Administrator of---- **Rept. 1139**—657
Funds, misuse of---- **Rept. 1139**—660
Land purchase, unfeasibility of---- **Rept. 1139**—658
Land purchase, value of---- **Rept. 1139**—657, 658
Personal bank accounts, transfers to---- **Rept. 1139**—659
Salary and expenses---- **Rept. 1139**—659
Trust agreement powers, list of---- **Rept. 1139**—659
Transfer of businesses, alleged---- **Rept. 1139**—661
Vending machine industry, activities in---- **Rept. 621**—176
Wrongdoing, determination of, lack of action by Hoffa---- **Rept. 621**—8
Gordon Amusement Co---- **Rept. 1139**—751
Gordon Boat Co---- **Rept. 621**—414
Gordon, Charles---- **Rept. 1139**—102, 107–110, 128, 874
Committee witness, health of---- **Rept. 1139**—109, 1 0
Island News Co., formation by---- **Rept. 1139**—108
Partnership with Irving Bitz---- **Rept. 1139**—107, 108
Gordon Liquor Store---- **Rept. 1139**—646

Page
Gordon, Nathan ... Rept. 1417—203; Rept. 1139—646–648
President, New York paper local ... Rept. 1139—646
Teamster hoodlum connections ... Rept. 1139—646
Teamster jacket salesman, Union Local Supply Co ... Rept. 1139—646
Union Local Supply, taken over by ... Rept. 1139—647, 648
Gordon Trucking Co.:
Employees, police records ... Rept. 1139—661
Gordon, Abraham, nonunion firm owned by ... Rept. 1139—657
Ownership, transfer of, alleged ... Rept. 1139—661
Gordon, Willard ... Rept. 1417—436
Gore, Albert ... Rept. 1139—208
Gore, Mrs ... Rept. 1139—209
Gore subcommittee ... Rept. 621—554
Gorgone, Joseph ... Rept. 1139—499
Gorlich, Mr ... Rept. 1139—432–434
Gorman Bricklaying Co ... Rept. 1139—507
Gorman, John ... Rept. 621—412, 502, 503
Gorman, Patrick F ... Rept. 621—217–221, 224, 259, 262, 263, 272–274, 288–290, 307, 308, 313–318, 343, 368, 371, 375.
A. & P. Co., secret agreement with ... Rept. 621—289, 290
Agreement with Max Block, A. & P. employees not notified ... Rept. 621—263, 272–274
Biography, preparation of ... Rept. 621—317, 318
Butchers union organizational campaign, no-opposition proposal Rept. 621—219–221
Collusive arrangement with A. & P. Co., testimony ... Rept. 621—219, 220, 272–274
Deercrest Country Club, Butchers Union Investments in ... Rept. 621—314, 315
Gift at testimonial dinner, return of ... Rept. 621—315, 316, 368
Meeting with A. & P. Co., letter requesting ... Rept. 621—217
Raddock, Max, relationship with ... Rept. 621—317, 318
Reading Tube Co., stock purchase and sale ... Rept. 621—316, 317
Schwartz, Julius, stock purchase by ... Rept. 621—316, 317
Stein, Louis, stock transaction with ... Rept. 621—316, 317
Gorr, Carl, Jr ... Rept. 1139—214
Gortatowsky, J. D.:
Hearst Publications, chairman of the board ... Rept. 1139—124
Pressure on Neo-Gravure for guaranteed delivery ... Rept. 1139—124, 125
Gosse (Gasse), Mrs. Arleigh G., vandalism on farm of ... Rept. 1139—225, 378
Gosser, Richard T. (UAW Local 12) ... Rept. 1139—280, 281, 305–315, 317, 319, 320, 321, 322, 328, 405–408, 410–426, 428, 429, 431–440, 443–453, 455–461.
Aliases ... Rept. 1139—412
Background ... Rept. 1139—412, 413
Business interests with Charles Ballard ... Rept. 1139—307, 413
Charges against by dissident UAW members ... Rept. 1139—405, 411, 413–415, 449
Colonial Hardware:
Part ownership in ... Rept. 1139—307, 406, 423, 429
Profits derived from ... Rept. 1139—307, 429
Conflict of interest:
Colonial Hardware:
Merchandise markup to local 12 ... Rept. 1139—313, 314, 426–429
Sale to local 12 ... Rept. 1139—307
Will-O-Land Club, sale of property to local 12 ... Rept. 1139—423
Constitution, UAW, violation of ... Rept. 1139—423–425
Dishonesty charges, Reuther attitude ... Rept. 1139—448
Economic boycott of Toots Martin ... Rept. 1139—312, 422
Election irregularities ... Rept. 1139—309, 311, 415, 416
Farms, purchase and operating expense ... Rept. 1139—315, 413
Farmwork imposed upon union employees ... Rept. 1139—312, 443
Financial investments, list of ... Rept. 1139—307, 413
Finders fees ... Rept. 1139—308

Gosser, Richard T.—Continued
Findings of Senators McClellan, Kennedy, Ervin, and Church Page
Rept. 1139—317, 318
Fine revenue, disposition of **Rept. 1139**—443, 448–450, 452
Fines assessed to union officers **Rept. 1139**—312, 314, 438, 443, 446–448
Fines for tardiness **Rept. 1139**—448
Flower fund, voluntary contributions required **Rept. 1139**—307, 309, 311, 438–440, 452
Flower funds of UAW, testimony **Rept. 1139**—307, 411, 452
Funds, union:
Deficits disguised **Rept. 1139**—315, 436
Misuse of **Rept. 1139**—435
Investigation of by UAW **Rept. 1139**—411, 413, 414
Local 12 expenditures, approval by **Rept. 1139**—424, 425
Local 12 officers salary increases, kicked back to **Rept. 1139**—309, 448–450, 452
Pension plan opposition **Rept. 1139**—306
Police record **Rept. 1139**—313, 412, 413
Power and influence, UAW **Rept. 1139**—314, 415, 420
Real estate transactions **Rept. 1139**—306, 307, 413, 423
Schultz, Melvin, agreement with **Rept. 1139**—308, 429
Slot machines, financial gain **Rept. 1139**—450–456
Statement by Senator McClellan **Rept. 1139**—319
Summer camp donations solicited **Rept. 1139**—312
Testimony, false, charges of **Rept. 1139**—452
Threats by **Rept. 1139**—309, 439
Toledo Union Journal, censorship **Rept. 1139**—315, 436, 437
UAW, international vice president of **Rept. 1139**—306, 408
UAW Local 12 flying squadron, leader of **Rept. 1139**—312
UAW pension plan, sponsorship of **Rept. 1139**—306
Underworld connections **Rept. 1139**—450
Views by—
Senators Capehart, Curtis, Goldwater, and Mundt **Rept. 1139**—320–332
Senators Church and Kennedy **Rept. 1139**—283
Senators McClellan and Ervin **Rept. 1139**—279–282
Will-O-Land Sportsmen's Club, president of **Rept. 1139**—423
Willys-Overland employees, vote acquiring **Rept. 1139**—309, 311, 415–419
Gotfredson, Robert B. (*see also* Trans-American Freight Lines, Inc.) **Rept. 1139**—596, 597, 600
Gotsch, Gerald G **Rept. 621**—613, 656, 657, 660, 663, 665, 666; **Rept. 1139**—607, 819, 820
Gottlieb, Benjamin **Rept. 1139**—749, 750, 764
Gottlieb, Harry "the Hawk" **Rept. 1139**—772
Gould, Marshall T **Rept. 1417**—381
Gourley, Everett **Rept. 1417**—356, 357, 369
Government contracts, bids, rigged **Rept. 1417**—321
Government Printing Office **Rept. 1139**—878
Grabowski, Richard:
Business agent, Teamsters Local 557 **Rept. 1139**—582
Hoffa-negotiated contract **Rept. 1139**—582, 583
Strike avoidance by **Rept. 1139**—582
Teamsters Local 557, superior contract **Rept. 1139**—582
Grace, John E **Rept. 621**—408
Grace, Joseph E **Rept. 691**—377–379, 384, 385, 408, 480–482, 513; **Rept. 1139**—873
Grace Ranch, Tucson, Ariz **Rept. 621**—677
Graeber, Isaque **Rept. 621**—545, 546
Graff, Henry "Harry" **Rept. 621**—407, 488, 490, 491, 494
Graff, Max (Otto P. Graff, Inc.):
Kamenow, George, fee to prevent unionization **Rept. 1417**—292, 293
Expenses, entertainment **Rept. 1417**—292, 293
Teamsters Locals 299 and 332 organizing attempt **Rept. 1417**—292
Graff, Otto P., Inc **Rept. 1417**—292
Graham, Buddy **Rept. 1417**—58, 211
Graham, James (*see also* Mennen Co.):
Conflict of testimony **Rept. 1417**—290
Deauthorization committee, head of **Rept. 1417**—290
Deauthorization petition, Mennen Co. employees **Rept. 1417**—290

Page
Graham, Harry ... Rept. 1139—827
Grand Sportswear Co ... Rept. 1139—645, 647
Grand Union Co ... Rept. 621—351, 372, 526, 532, 533
Grand Union Supermarket, Nassau County, N.Y.:
General Sanitation Co., Teamster pickets in support of ... Rept. 1417—319
Monopoly, in garbage industry, price rise ... Rept. 1417—319
Grand View Construction Co ... Rept. 1139—505
Granello, Salvatore ... Rept. 1139—662
Graskamp, Allan ... Rept. 1139—154–156, 158, 161–163, 165, 168–171, 173, 175, 177, 178, 188, 189, 194, 217, 224, 243, 274, 338, 339, 346, 351.
Clay boat incident, refusal to disperse crowd ... Rept. 1139—243, 346
Kohler Co.-Kohler Workers Association relationship ... Rept. 1139—154–165
Kohler sincerity in negotiations ... Rept. 1139—194
Kohler Workers Association, officer of ... Rept. 1139—154
President, local 833, UAW–CIO ... Rept. 1139—154, 338
Silicosis, testimony concerning ... Rept. 1139—162, 163
Union strike support funds, amount and availability ... Rept. 1139—177, 338, 339
Graven, Charles ... Rept. 1139—795
Gravenor, Samuel ... Rept. 621—381, 382, 386, 387
Anti-Cohen activities ... Rept. 621—387
Gray, Joseph ... Rept. 1139—399
Gray Manufacturing Co., violence at organizing of ... Rept. 621—56
Gray, Mrs. Gertrude ... Rept. 1139—315
Gray, Randolph ... Rept. 1139—313–315, 405, 418, 424–426, 428–430, 432–435, 439, 450, 451
Conflict in testimony; Lowell Goerlick ... Rept. 1139—314
Mental capacity ... Rept. 1139—315, 435
UAW Local 12:
Discharge from ... Rept. 1139—315, 405, 434, 435
Expenditures, Gosser domination ... Rept. 1139—424–426
Financial secretary ... Rept. 1139—314, 439, 450
Funds, misuse of by Gosser ... Rept. 1139—435, 439
Records, destruction of ... Rept. 1139—314, 433
Slot machines, union operated ... Rept. 1139—450, 451
Gray, William A., attorney ... Rept. 621—480, 481, 489
Graybar Building, New York City ... Rept. 621—243, 270
"Greasy Thumb" (*See* Guzik, Jake.)
Great Atlantic & Pacific Tea Co. (*See* A. & P.)
Great Lakes Cargo Handling Corp ... Rept. 1417—242, 251
Greater New York Amusement Co ... Rept. 1139—771
Greater New York Cartmen's Association ... Rept. 1417—310, 312, 322, 327; Rept. 1139—495
Adjudication board, ruled by underworld ... Rept. 1417—316
Anelli, Rose, defaulted payments approved ... Rept. 1417—317
Blueprint for garbage collectors ... Rept. 1417—315, 316, 320, 321
Cartmen's defense fund:
Purpose ... Rept. 1417—323
Squillante, Vincent:
Benefits from ... Rept. 1417—323
Income tax paid by ... Rept. 1417—323
Dues increased by Vincent Squillante ... Rept. 1417—315
Justice dispensed by adjudication board ... Rept. 1417—316
Nepotism ... Rept. 1417—315
Penalty for jumping stops ... Rept. 1417—316
Power over collection routes ... Rept. 1417—316, 320, 321
Security clause, membership required ... Rept. 1417—315
Squillante, Vincent:
Cartmen's defense fund established ... Rept. 1417—322
Labor relations counsel ... Rept. 1417—310
Van Ness, Sherman, expelled ... Rept. 1417—315
Greater Tampa Showmen's Association ... Rept. 621—46
Greco, Joe. (*See* Mancuso, Rosario.)
Greek-Ethiopian Airlines ... Rept. 1139—637
Green, Abe ... Rept. 621—95, 96, 99

Page
Green, Irving ... Rept. 621—158
Green, Milton ... Rept. 1139—767, 768, 860
Green, William (president, AFL) ... Rept. 1417—374, 375; Rept. 621—526
Operating Engineers cleanup ... Rept. 1417—374, 375
Greenbaum, Leon ... Rept. 1417—68
Greenberg, Harry (Harry Reiss; Harry Berkowitz) ... Rept. 1417—171, 203
Greenburg, Sam ... Rept. 1139—782
Greene, Robert W ... Rept. 1417—311; Rept. 1139—99, 108, 109
Greenfield, Meyer ... Rept. 1139—850, 855
Greenfield, Robert S., labor relations counsel ... Rept. 621—29, 30, 646–652, 674
Crime syndicate association, employment by ... Rept. 621—646–652
Narcotics agent, attempted frameup of ... Rept. 621—647, 649
Police shakedown fabrication, failure to testify ... Rept. 621—649–657
Fabrication admitted ... Rept. 621—650–652
Restaurant and tavern associations, assistance in organizing ... Rept. 621—647–649
Senate Select Committee, inconsistent testimony ... Rept. 621—651, 652
Subornation of perjury alleged ... Rept. 621—648
Testimony, conflicts in ... Rept. 621—651
Greenlease, Bobby, kidnap case ... Rept. 621—70, 73, 79, 110
Greenwood, Billy Charles, murder of ... Rept. 1139—13, 16
Greyhound Bus Lines ... Rept. 1139—778
Griffin, Kenneth ... Rept. 1139—293, 298, 301, 302, 388, 389, 397, 398, 400
Ambush attempt ... Rept. 1139—293, 388, 389
Gunshots at home of ... Rept. 1139—389
Perfect Circle New Castle plant, supervisor at ... Rept. 1139—293
Griffith, Merlin W ... Rept. 621—635, 636, 660, 661
Shakedown payments received ... Rept. 621—660, 661
Grinstein, Dr. Alexander ... Rept. 1417—83, 86
Grio Press ... Rept. 1417—325
Grissom, Ernie ... Rept. 621—682, 684
Gro-Mar Industries, Inc ... Rept. 1139—522, 523
Grosberg (Aronoff & Grosberg) ... Rept. 1417—247
Grosberg, Ben ... Rept. 1417—235
Grosberg, Herbert L ... Rept. 1417—223, 224, 235, 253; Rept. 621—33, 100, 101
Teamsters Union accountant, testimony of ... Rept. 621—100, 101
Gross, Charlie ... Rept. 1139—308
Gross, Donald ... Rept. 1139—112
Gross, Harold ... Rept. 1139—110–116, 118, 123, 124, 127, 129, 130, 649, 652, 653, 722, 728
Associated Paper Co., on payroll of ... Rept. 1139—127
Commissions paid by Associated Paper Co ... Rept. 1139—127
Delivery guaranty payments, total received ... Rept. 1139—124
Delivery problem fixed by payoff to union officials ... Rept. 1139—123
Family of, total payments received ... Rept. 1139—127
Heading Teamsters local while salaried at Neo-Gravure ... Rept. 1139—112, 113
Hoffa, James, supporter of ... Rept. 1139—649
Income ... Rept. 1139—649
Investments in Teamsters Local 320, solicited by ... Rept. 1139—113
Murder, Inc., former member ... Rept. 1139—649
Neo-Gravure Co., New York:
Employee, Teamster official, Miami ... Rept. 1139—652
On payroll for labor peace ... Rept. 1139—111, 112, 652, 653
Removal from payroll ... Rept. 1139—112
New York newspapers, payoffs to ... Rept. 1139—652
Organizing activities in Miami ... Rept. 1139—113, 114
Package deal offered American Weekly ... Rept. 1139—124
Payments to, total of ... Rept. 1139—127
Payoff received for obtaining soft contract ... Rept. 1139—114, 115
Payoffs distributed to union officials for cooperation ... Rept. 1139—123
Payoffs received from Neo-Gravure ... Rept. 1139—111, 112
Police record ... Rept. 1139—111, 127, 130, 652
President, Teamsters Local 320 ... Rept. 1139—649
Resignation ... Rept. 1139—127
Protection payment in 1954, delayed by Charles Chenicek ... Rept. 1139—123, 124

Page

Gross, Harold—Continued
Punitive action against ... Rept. 1139—127
Relatives on Neo-Gravure payroll ... Rept. 1139—112
Teamsters International, local 320 subsidized by ... Rept. 1139—653
Threats of delivery difficulty to American Weekly ... Rept. 1139—124
Gross, Harry "Little Harry" ... Rept. 1139—773
Gross, Henry ... Rept. 1139—112
Gross, Norman ... Rept. 1139—112
Grossman, Morris. (*See* Bitz, Irving.)
Grubb, Edward and Susan ... Rept. 621—99
Grunden, W ... Rept. 1139—397
Grunewald, Mr ... Rept. 1139—244
Gruttadauro, Anthony ... Rept. 1139—814, 816, 817
Guariglia, John ... Rept. 1139—873
Guariglia, Pasquale ... Rept. 1139—873
Guarnieri, Anthony, police record ... Rept. 1139—490
Guckert, John Paul ... Rept. 621—578
Guerci, Charles ... Rept. 1139—748
Guffy, James. (*See* Nielson, James T.)
Guillot, Clem ... Rept. 1139—839
Gulden, Max ... Rept. 1139—766, 768, 859
Gulf Oil Corp ... Rept. 621—583, 584, 587
Weiss enterprise:
Dealings with ... Rept. 621—583–585
Proposed go-between ... Rept. 621—583
Gull, Andrew, Corp ... Rept. 621—570
Gunaca, John ... Rept. 1139—181, 184, 198, 201–204, 275, 279, 327, 337, 374, 376, 377, 379, 382
Bersch, William, identified by, as attacker ... Rept. 1139—202, 204, 376, 379
Charges against for attack on Bersch ... Rept. 1139—376, 377, 379, 382
Court protection and costs furnished by UAW ... Rept. 1139—377, 382
Extradition from Michigan ... Rept. 1139—203, 377, 379, 382
Fair trial in Wisconsin, controversy ... Rept. 1139—382
Flying squadron, member of ... Rept. 1139—379
Sentence imposed for attack upon Bersch ... Rept. 1139—382
Gunckel, Francis ... Rept. 1139—398
Gunderson, Rudolph ... Rept. 1139—240
Gunning, Jack ... Rept. 1417—408
Gurewitz, Morris ... Rept. 1139—672
Gurin, Mr ... Rept. 1139—608
Gurney, Joseph ... Rept. 1139—495, 496
Guske, Ewald ... Rept. 1139—195
Gussie, Alex:
Capone mob connections ... Rept. 621—655
Income, unaccounted for ... Rept. 621—655
Gutgsell, Ralph J ... Rept. 621—629–632
Guzik, Jake "Greasy Thumb" ... Rept. 621—595, 599, 614, 648, 652, 655, 674; Rept. 1139—527, 567, 739, 776, 817
Gangland activity ... Rept. 621—595
Income from Blatz Brewing Co ... Rept. 621—674
Gwin, Joe ... Rept. 1139—398

H

Hacker, Dr. Andrew:
Corporate political expenditures, statement and views ... Rept. 1139—136
Professor of government, Cornell University ... Rept. 1139—131
Hackett, John D ... Rept. 621—555, 556
Hackmeyer, Richard ... Rept. 1139—737, 738
Haddock, John ... Rept. 1139—853, 854
Hadesman, Charles ... Rept. 621—627
Haggerty, Tom ... Rept. 1139—541, 542
Hagler, Mrs. Margaret ... Rept. 1139—791–793, 799, 800
Hahn, DeWayne ... Rept. 1139—400
Haigh, Dick ... Rept. 621—678
Hale, Alfred ... Rept. 1139—399
Hale, Andy ... Rept. 1139—397, 398
Haletzsky, John: Food Fair stock purchase ... Rept. 621—462, 463

Page

Half Moon (yacht)---- **Rept. 1417**—379, 380, 442
Hall, Harold (deceased)---- **Rept. 1139**—116–119
Business manager of Neo-Gravure---- **Rept. 1139**—118
Negotiations, 1948 newspaper strike, New York---- **Rept. 1139**—118
Tribute defined as payoff---- **Rept. 1139**—119
Hall, Herbert A---- **Rept. 1139**—213
Hall, Toxie---- **Rept. 621**—18
Halperin, Irving (alias Lee Randall)---- **Rept. 621**—424
Hamilton Aircraft Co---- **Rept. 1139**—637, 639, 640, 642
Hamilton, Capt. James E. (Los Angeles Police Department)-- **Rept. 1417**—301–305; **Rept. 1139**—494, 498, 878
Gangster infiltration, unions and business---- **Rept. 1139**—494, 498
Garbage investigation leads to municipal service---- **Rept. 1417**—305
Hamilton, Frank J---- **Rept. 621**—583
Hamilton Gas Co---- **Rept. 1139**—88
Hamilton, Gordon---- **Rept. 1139**—639, 642
Hamilton National Bank, Chattanooga, Tenn---- **Rept. 1417**—360
Hamme, E. Henrietta---- **Rept. 1417**—133
Hammergren, Milton J. (*see also* Coin-operated machines)-- **Rept. 1139**—739–741, 826–828
Hammill & Gillespie---- **Rept. 1139**—260
Hammond Sales Co---- **Rept. 1139**—794
Hampton, Robert---- **Rept. 1139**—398
Handley, Lt. Gov. Harold, Perfect Circle-UAW strike, attempted settlement---- **Rept. 1139**—395, 396
Hanley, William "Witt"---- **Rept. 1139**—514, 515, 517, 518, 520, 564
Hanlon, Dan J., Jr---- **Rept. 621**—397, 402, 403
Hanna, Hilton---- **Rept. 621**—318
Hannan, James P.: Sanitarium project, interest in---- **Rept. 621**—94, 95
Hanning, Bill---- **Rept. 1139**—397
Hanning, Levi---- **Rept. 1139**—397
Hanning, Maurice---- **Rept. 1139**—397, 398
Hannon, Joe---- **Rept. 1139**—751, 752
Hanover, Harold C---- **Rept. 621**—427
Hansen, Dr---- **Rept. 1139**—203
Hansen, Odin---- **Rept. 621**—581, 582
Hanson, Ray---- **Rept. 1139**—191
"Happy". (*See* Buteyn, Cornelius.)
Hardy Co.:
Dale, John D., chairman of board of directors---- **Rept. 1139**—305
Elliott Co.-Zvara liaison---- **Rept. 1139**—305
Hargis, Luther, witness to Powers store dynamiting---- **Rept. 1417**—352, 353
Harmanos, George---- **Rept. 1417**—96, 97
Harold, Ben---- **Rept. 621**—677
Harold, John R---- **Rept. 621**—567–569
Harris, Fisher---- **Rept. 621**—62
Harris, Sam. (*See* Feldman, Samuel "Shorty.")
Harrisburg Building and Construction Trades Council---- **Rept. 621**—424
Harrison, Alva---- **Rept. 1139**—399
Harry, Mary---- **Rept. 1139**—399
Hart, Bill (Henry Bell; Henry Jaslow)---- **Rept. 621**—424, 426
Hart, Pinky---- **Rept. 1417**—102, 111
Hartenberger, William---- **Rept. 1139**—217
Hartman, Howard, Teamster officer, denied access to records--- **Rept. 621**—62, 63
Hartnett, Al---- **Rept. 1139**—747
Hartshorn Bros. Co---- **Rept. 1139**—261
Hartsough, Edward J., Teamsters Local 169---- **Rept. 621**—382–384, 501, 502, 505
Cohen election supporter---- **Rept. 621**—382, 384
Loans to Raymond Cohen---- **Rept. 621**—382, 384
Hartsough, Joseph---- **Rept. 621**—413, 490; **Rept. 1139**—873
Harvey, Gerald---- **Rept. 1139**—398
Harvic Sportswear Co---- **Rept. 1139**—505
Hasenstein, Martin---- **Rept. 1139**—217
Hass, Edward---- **Rept. 1139**—12–14, 17

Page
Hathaway, Alan ---- Rept. 1139—99–101, 108
Newsday, managing editor of ---- Rept. 1139—99, 108
Testimony concerning top-down efforts by Deliverers' Union ---- Rept. 1139—101
Haussermann, Charles ---- Rept. 621—325, 326, 343, 355, 371
Deercrest Country Club:
Loan to ---- Rept. 621—325, 343
Membership ---- Rept. 621—325
Wage contract reopening, collusion with Max Block ---- Rept. 621—325, 326
Havey, Thomas ---- Rept. 1139—527
"Hawk" (Harry Gottlieb) ---- Rept. 1139—772
Hawkins, Charles C ---- Rept. 1139—400
Hayes, A. J ---- Rept. 1139—306
Hayes, Clifford ---- Rept. 1417—259–262
Hayes, George E. (George Wellborn) ---- Rept. 1417—408
Hayes, James G ---- Rept. 621—15
Haymarket Clothing Co., Boston ---- Rept. 1417—63
Hayslett, Edna ---- Rept. 1139—398
Healy, Daniel J ---- Rept. 621—177–179, 181, 185, 186, 199
Health and welfare fund, Paul Dorfman control ---- Rept. 621—178
Union funds, misuse by Paul Dorfman ---- Rept. 621—177
Waste trade industry of Chicago, organizing by Paul Dorfman ---- Rept. 621—185, 186
Healy, Michael J. (*see also* Teamsters Local 710) ---- Rept. 621—132, 137, 167; Rept. 1139—537, 562, 563, 569
Slush fund:
Division of ---- Rept. 1139—562
Payments, chart of ---- Rept. 1139—563
Vice president, Teamsters Local 710 ---- Rept. 1139—562
Healy, S. A., Co. (*see also* Healy, Stephen A.) ---- Rept. 1417—376–379, 418, 419, 441, 442; Rept. 1139—871
Healy, Stephen A ---- Rept. 1417—376–379, 441, 442
Favored by Operating Engineers ---- Rept. 1417—376, 377
Maloney, William, joint oil ventures ---- Rept. 1417—377
New York grand jury, reluctance to testify ---- Rept. 1417—376
Nondeductible expenses, payoffs ---- Rept. 1417—378, 379
Payoffs to Mike Carrozzo ---- Rept. 1417—376
Healy, T. B ---- Rept. 1417—378
Heard, Dr. Alexander ---- Rept. 1139—131–134, 136
Political spending, views and statements ---- Rept. 1139—131
Professor of political science, University of North Carolina ---- Rept. 1139—131
Hearst Publications ---- Rept. 1139—110, 122, 124, 127
Gortatowsky, J. D., chairman of the board ---- Rept. 1139—124
Pressure on Neo-Gravure for guaranteed delivery ---- Rept. 1139—124
Heaton, Earl ---- Rept. 1417—187–189
Dioguardi, John, payments to ---- Rept. 1417—188
Heck, Pete ---- Rept. 1139—397
Hedlund, Donol ---- Rept. 1417—75–82, 85, 86
Apartment house, Honolulu, financing fee ---- Rept. 1417—78, 79
Insurance Brokers, Inc., establishment of ---- Rept. 1417—81, 82
Investment company, brokerage commissions ---- Rept. 1417—80
Linton Construction Co., real estate transactions ---- Rept. 1417—81
Hegh, Paul ---- Rept. 621—408
Heimke, Steen ---- Rept. 1139—196–198, 211, 212, 225, 234, 241–244, 274, 346, 347, 353, 354
Clay boat incident, Kohler Co ---- Rept. 1139—243
Perjury, charges of ---- Rept. 1139—242
Sheboygan police chief ---- Rept. 1139—196, 211
Violence and vandalism to Kohler employees, list ---- Rept. 1139—196, 225
Wiretapping, union officials ---- Rept. 1139—211
Heitler, Mike ---- Rept. 621—652
Helm, Carl A. (*see also* L. & H. Transportation Co.) ---- Rept. 1139—585, 669, 670
Helow, Donald ---- Rept. 1139—852, 867
Hempel, Leonard (*see also* Bonan Co.) ---- Rept. 1139—614

Page
Hendricks, Herman ... **Rept. 621**—57, 61, 62; **Rept. 1139**—705, 706, 722
Cleanup campaign, union officials ... **Rept. 1139**—705, 706
Narcotics conviction ... **Rept. 1139**—705
Police record ... **Rept. 621**—62
Teamsters Local 688, business agent ... **Rept. 1139**—705
Violence, Allen Cab Co. strike, arrest for ... **Rept. 621**—61
Hendrickson Bros., Long Island, N.Y. ... **Rept. 1417**—406; **Rept. 621**—570
Hendrix, Loren ... **Rept. 1139**—604–606
Henie, Sonja, ice show sabotaged ... **Rept. 621**—76
Hennessy, E. W ... **Rept. 621**—574–576
Henry, Clarence ... **Rept. 621**—15
Henry County, Ind., Circuit Court ... **Rept. 1139**—290
Henry, Howard ... **Rept. 1139**—752
Hensel, Robert ... **Rept. 1139**—163, 217–219, 378
Home demonstration victim ... **Rept. 1139**—218, 219, 378
Silicosis, testimony concerning ... **Rept. 1139**—163
Vandalism encountered ... **Rept. 1139**—378
Henson, Walter ... **Rept. 621**—96, 98, 99
Herald Capital Corp ... **Rept. 1139**—772
Herald Vending Corp ... **Rept. 1139**—663
Hercha, George ... **Rept. 621**—46
Herman, Seymour, assault on ... **Rept. 621**—399, 400
Hertz Corp ... **Rept. 1417**—68
Herzfeld, Nathan ... **Rept. 621**—568, 569
Herzwurm, Paul ... **Rept. 621**—59
Hessberger, George ... **Rept. 621**—665
Hessbergers Restaurant, Chicago, shakedown by Restaurant Workers Local 593 ... **Rept. 621**—665
Hession, Michael ... **Rept. 621**—407, 409, 410
Hession, Thomas ... **Rept. 1417**—275, 276, 278
Hewitt, Omar P., Jr., Florida National Bank loans for Sun Valley **Rept. 1417**—225, 226
Hickey, Mr ... **Rept. 1139**—56, 57
Hickey, Thomas ... **Rept. 1417**—193–199, 209, 210, 219, 220, 447; **Rept. 621**—292; **Rept. 1139**—574, 575, 692, 765.
Hoffa contract opposition; attempted reprisal ... **Rept. 1139**—575
Hoffa, James R., New York activities ... **Rept. 1417**—210
Taxicab organizing drive in New York ... **Rept. 1417**—193–198
Higgins, Pete ... **Rept. 621**—58
Higgins, Tony. (*See* Castaldi, Anthony.)
High, Ernest Mark ... **Rept. 1139**—874
High Tone Amusement Co ... **Rept. 1139**—749
Highway Vehicles, Inc. (*see also* Trans-American Freight Lines, Inc.) **Rept. 1139**—597
Hilbert, Gerald ... **Rept. 1139**—398
Hilbert, William ... **Rept. 1139**—399
Hildebrant Lumber Co ... **Rept. 1139**—345
Hildreth, Lloyd ... **Rept. 1417**—17, 20
Hilger, George ... **Rept. 1139**—778, 860
Hill, Richard J ... **Rept. 1417**—378
Hill, Ross:
Teamsters Local 299:
Loss of business ... **Rept. 1139**—609, 610
Racial discrimination ... **Rept. 1139**—609
Threats to Negro driver ... **Rept. 1139**—609, 610
Hillbrant, William P ... **Rept. 1139**—110–113, 115, 116
Neo-Gravure Printing Co., official of ... **Rept. 1139**—110
Hilleary, Morris ... **Rept. 1417**—150, 151
Hill's Super Markets, Long Island ... **Rept. 621**—338
Hines, Robert L ... **Rept. 621**—36–38
Hinkley, Hershell S ... **Rept. 1139**—599, 600
Hintz, Anthony ... **Rept. 621**—71, 73, 78
Hirsch Co ... **Rept. 1139**—314, 428, 429
Hirsch, Joe ... **Rept. 1139**—746
Hixon Construction Co ... **Rept. 621**—94

Page

Hixson, Raymond, Teamsters bribery of judge ... **Rept. 1417**—361, 362
Hobbs Antiracketeering Act ... **Rept. 1139**—110, 874
Hoblett, Harold ... **Rept. 1139**—398
Hobren Corp ... **Rept. 1417**—232, 241; **Rept. 621**—28, 33
Hoch, Charles ... **Rept. 621**—619
Hod Carriers (International Hod Carriers, Building and Common Laborers Union) ... **Rept. 1139**—502
  Hutcheson biography, purchase of ... **Rept. 621**—544
  Local 59 ... **Rept. 1139**—496
  Local 186 ... **Rept. 1139**—496, 502
  Local 394 ... **Rept. 1139**—496, 502
  Local 472 ... **Rept. 621**—544
Hodes, Sidney ... **Rept. 1417**—202; **Rept. 1139**—876
Hodge, Orville ... **Rept. 1139**—507
Hodges, E. M ... **Rept. 621**—53
Hodgin, W. L ... **Rept. 1417**—359
Hoeller, Rev. Robert M ... **Rept. 1139**—363
Hoffa, James R ... **Rept. 1417**—70, 163, 164, 166, 167, 185–187, 193–195, 197–200, 202, 203, 205, 206, 210–217, 219–246, 248–254, 268, 285, 292, 334, 335, 367, 443–451; **Rept. 621**—1–29, 31–34, 41, 42, 46, 49, 51–53, 57, 63, 68, 70, 71, 77, 80, 81, 84–95, 99–105, 108–122, 124–128, 130–137, 139, 158, 160, 167, 169–171, 174, 176, 182, 184, 186, 187, 190, 199, 200, 205–207, 312, 402–404, 552, 554, 556, 560, 573, 589, 592, 675, 678, 684–686; **Rept. 1139**—21, 25, 32, 36, 41, 43, 45–50, 111, 113, 114, 127, 130, 141, 320, 496, 520, 521, 523–525, 527, 529, 537, 561, 565–567, 570–584, 586–603, 606, 608–612, 615–621, 623, 625–637, 639–642, 644, 646, 648, 649, 652, 653, 656, 657, 661, 666, 671–675, 678, 680, 681, 684–692, 695–698, 700–705, 707–731, 765, 767, 775, 823, 829, 831–834, 836, 843, 857, 859, 863, 864, 866, 873–875.
  Anchor Freight negotiations ... **Rept. 1139**—578
    Matheson recommended by Hoffa ... **Rept. 1139**—577, 578, 584
  Autonomy destroyed in Teamster locals ... **Rept. 1139**—572–574, 673–684
  Beck and Dioguardi:
    Miami meeting ... **Rept. 1417**—193
    New York cab organizing ... **Rept. 1417**—192–198
  Bender, George H. (ex-Senator), Teamster cleanup unit ... **Rept. 1139**—697, 698
  Boling, H. L., whitewashing of ... **Rept. 621**—6
  Brennan, Owen Bert, threat to inform ... **Rept. 1139**—620, 621, 627, 628
  Bridge, John, association with (*see also* Bridge, John) ... **Rept. 1139**—32, 33, 41–43, 46–48
  Business interests:
    Brennan, Owen B., horserace betting pool ... **Rept. 1417**—233
    Bridge, William O., sale of business to ... **Rept. 1139**—43
    Columbus Trotting Association ... **Rept. 1417**—233
    Davidson, Embrel, boxer ... **Rept. 1417**—233; **Rept. 621**—14, 15
    Fruehauf Trailer Co., bonds purchased ... **Rept. 1417**—229
    Girls' camp ... **Rept. 621**—125
    Hobren Corp. (Mrs. Hoffa) ... **Rept. 1417**—232; **Rept. 621**—28
    Horserace pool ... **Rept. 621**—99, 100; **Rept. 1139**—584
    J. & H. Sales Co. (Mrs. Hoffa) ... **Rept. 1417**—229; **Rept. 1139**—576
    Jack-O-Lantern Lodge ... **Rept. 1139**—674, 689, 690
      Quonset huts at Teamster expense ... **Rept. 1139**—689, 690
    James, Eugene "Jimmy," loan to ... **Rept. 1417**—234; **Rept. 1139**—827
    Joll Properties, Paul Dorfman ... **Rept. 1417**—233
    Lake 13 Club ... **Rept. 1417**—232
      Quonset huts at Teamster expense ... **Rept. 1139**—689, 690
    National Equipment Co. (Mrs. Hoffa) ... **Rept. 1417**—230; **Rept. 1139**—576
    Northwest Oil Co ... **Rept. 1417**—233, 234
    P.M.L. Co ... **Rept. 1417**—233; **Rept. 1139**—576, 584
    State Cab Co., Indianapolis, loan to ... **Rept. 621**—28
    Sun Valley, Fla. (*see also* Hoffa, Sun Valley) ... **Rept. 1139**—571
      Option to purchase 45 percent ... **Rept. 1417**—225; **Rept. 621**—99
      Option, release of ... **Rept. 1139**—631

Hoffa, James R.—Continued
Business interests—Continued
Page
Terminal Realty Co. Rept. 1417—234; Rept. 1139—576
Test Fleet, Inc. (Mrs. Hoffa) Rept. 1417—230; Rept. 1139—577
Theatre Trucking Co. (Mrs. Hoffa) Rept. 1417—234
Central States cohorts Rept. 1139—588–591
Central States Conference of Teamsters, control of Rept. 1139—573
Central States contracts:
Autonomy denied locals Rept. 1139—601–603
Eastern Conference contracts, comparison Rept. 1139—574, 584–587
Efforts to equalize Rept. 1139—573
Employee grievances, settlement at 40 percent Rept. 1139—598, 599
Fringe benefits, Midwest Haulers, nonpayment Rept. 1139—606
Grievances, Trans-American, processing of Rept. 1139—596
Modifications, verbal, favoritism Rept. 1139—608
Negotiations areawide Rept. 1139—574
New trucks, assignment to drivers Rept. 1139—597
Riss & Co., activities Rept. 1139—592–596
Trans-American contract:
Concessions Rept. 1139—596
Owner-operator leases withheld Rept. 1139—597
Provisions ignored Rept. 1139—597
Rank-and-file opposition Rept. 1139—596, 597
Violations Rept. 1139—600, 601
Wage comparisons Rept. 1139—573
Central States Drivers Council, negotiating chairman of Rept. 1139—573
Cleanup campaign Rept. 621—2–13
Bender, George H., investigative unit Rept. 1139—697, 698, 717–720
Boling, H. L. Rept. 621—6
Brennen, Owen Bert Rept. 1139—721, 722
Bridge, John, advice Rept. 1139—49
Cohen, Raymond Rept. 621—10, 11
Corallo, Antonio "Tony Ducks" Rept. 621—8
Failure of action Rept. 621—2–14; Rept. 1139—130, 572
Freese, Arthur Rept. 621—11
Goldstein, Sam Rept. 1139—695–697
Gordon, Abraham Rept. 621—8
Hendricks, Herman Rept. 1139—705, 706
Holt, Milton Rept. 621—8
Kierdorf, Frank (deceased) Rept. 621—5
Kierdorf, Herman Rept. 621—4
Local 322 Rept. 1139—707
Local 515 Rept. 1139—710, 711
McNamara, John Rept. 621—8, 9
New York area racketeers Rept. 1139—692–700
Presser, William Rept. 1139—720, 721
Promised Rept. 1139—672, 702
Racketeers in Teamsters Union Rept. 1139—692–722
Reger, Al Rept. 621—11, 12
Smith, Glenn Rept. 1139—710, 711
Smith, William A. "Hard-of-Hearing" Rept. 1139—708
Thompson, Jack D Rept. 621—13
Welsh, Larry Rept. 621—5, 6
Cohen, Raymond:
Endorsed by Hoffa Rept. 1417—237
Lack of action against Rept. 621—10, 11
Commercial Carriers Co. strike Rept. 1417—232
Communist-dominated Longshoremen's Union, attempted alliance Rept. 1139—673
Conference on transportation unity, efforts to form Rept. 1139—616, 627
Conflict of interests, attitude re Rept. 621—27
Connelly, Gerald, Teamster funds for defense of Rept. 1417—239
Contempt citation, efforts by Payne Ratner to prevent Rept. 621—86, 87
Contraband arms deal. (*See* Contraband arms.)
Contract negotiations, autocracy in Rept. 1139—573, 588, 589, 608
Contract policy, investigation of Rept. 1139—572, 573, 592–609

Hoffa, James R.—Continued Page
Contract violation settlements, management favoritism. Rept. 1139—598, 599
Contracts, top-down, substandard. Rept. 1139—570, 592–608
Control of international through appointment of cronies. Rept. 621—1, 2
Convicts, funds paid to. Rept. 1417—245
Corallo, Anthony, lack of action against. Rept. 621—7, 8
Cunningham, John, dissident, placed on Teamster payroll. Rept. 1139—618
DeLucia, Paul (Paul "The Waiter" Ricca), Teamster land purchase Rept. 1417—236
Detroit contracts:
Comparison, RWDS Union. Rept. 1139—612, 614
Teamster strikebreaking activity. Rept. 1139—613, 614
Top-down agreements. Rept. 1139—612
Dinner, payment by local 743. Rept. 621—184
Dioguardi and Corallo, paper locals. Rept. 1417—199
Dioguardi and Doria:
Miami meeting re taxi local. Rept. 1417—192, 193
New York taxi organizing. Rept. 1417—192–198
Dioguardi, John I. (Johnny Dio):
Alliance. Rept. 1317—163, 186
Association with. Rept. 1417—185, 186
Defense of. Rept. 1417—186
Support of, New York. Rept. 1417—210
Teamster charter. Rept. 1417—193–198
Discrimination charge, answer to. Rept. 1139—611
Discrimination, Negroes. Rept. 1139—572, 608–611
Dissidents, reprisals. Rept. 1139—573, 599, 601
Dorfman, Allen, business association. Rept. 621—125
Dorfman insurance enterprises, influence in. Rept. 621—124
Dorfman, Paul, association with. Rept. 621—120, 126, 186; Rept. 1139—571, 673
Dranow, Benjamin, involvements. Rept. 1139—630
Eastern Conference, areawide contract defeated. Rept. 1139—574, 575
Favored contractors. Rept. 1139—573, 592–608
Fees, legal, Spindel, Dorfman payments. Rept. 1139—572
Feldman, Samuel, whitewashing of. Rept. 621—9, 10
Filipof, John W., director, Sears organizing drives. Rept. 1139—671, 672, 701
Finances. (*See* Hoffa, business interests; *also* Hoffa, loans to Hoffa.)
Fitzsimmons, Frank, indictment of. Rept. 621—89
Freese, Arthur, lack of action against. Rept. 621—11
Funds for defense, wiretap trial. Rept. 1139—684, 685, 687
Funds, Teamsters, misuse of:
Convicts, paid to. Rept. 1417—235, 237–239
Election of Hoffa, financing. Rept. 1417—237
Legal fees, criminal cases. Rept. 1417—237, 239
General president of Teamsters Union, elected as. Rept. 621—1
Gift received, Dr. Leo Perlman. Rept. 621—105
Gillis, Judge Joseph, political support. Rept. 621—92, 93
Gordon, Abe, lack of action against. Rept. 621—8
Grievance settlements at 50 percent of claim. Rept. 1139—598, 599
Holt, Milton, lack of action against. Rept. 621—8
Hoodlum support. Rept. 1139—570
House, Lake Orion, Mich., financing. Rept. 1417—244
Hunting lodge, quonset huts, Teamster expense. Rept. 1139—689, 690
Hutcheson, Maurice A., support of. Rept. 621—560
Independent Upholsterers Union, charter. Rept. 1139—703
Information withheld, pattern. Rept. 1139—685–687, 689, 690
Insurance, individual, Dorfman agency. Rept. 621—158
Insurance, Teamsters:
Collusion in awarding. Rept. 621—137, 138, 169
Excess cost of. Rept. 621—103
Union Casualty, Hoffa influence. Rept. 621—136, 137
Integration, Hoffa statement. Rept. 1139—610
International Longshoremen's Association, attempted alliance Rept. 1417—210
Joint Council 16 election, New York. Rept. 1417—210

Hoffa, James R.—Continued
Kierdorf, Frank (deceased): Page
Determination of wrongdoing, failure to act ... Rept. 621—5
Employed as union organizer ... Rept. 621—4
Kierdorf, Herman:
Determination of wrongdoing, failure to act ... Rept. 621—4
Employed as union organizer ... Rept. 621—2, 3
Release from penitentiary, Hoffa intervention ... Rept. 621—3
Labor peace, payoffs to supporters ... Rept. 1139—649–656
Liquor license fix ... Rept. 1417—245
Loans by Hoffa. (*See* Hoffa, James R.: Business interests.)
Loans to Hoffa:
Accounting, repayment ... Rept. 621—101, 102, 114
Allen, Paul C ... Rept. 1417—223, 224; Rept. 621—101
Bell, William ... Rept. 1417—224
Bridge, John ... Rept. 1139—46, 47
Bushkin, Jack "Babe" ... Rept. 1417—223; Rept. 621—114
Business agents, Teamsters ... Rept. 1417—222, 223
Cash basis ... Rept. 1417—222, 223
City Bank of Detroit ... Rept. 621—101
Cleveland Trust Co ... Rept. 1417—229
Clift, James ... Rept. 1417—224; Rept. 621—101
Commercial Carriers guaranty loan to Test Fleet ... Rept. 1139—577
Dranow, Benjamin ... Rept. 1139—629, 630
Dubash, Marshall ... Rept. 1417—223
Farris, Abe ... Rept. 1417—223
Fitzsimmons, Frank ... Rept. 1417—223
Grosberg, Herbert L ... Rept. 1417—224
Holtzman, Joseph (deceased) ... Rept. 1417—223; Rept. 621—114
Keeshin, Jack L ... Rept. 1417—224; Rept. 1139—46
Kierdorf, Herman ... Rept. 1417—223
Lakeview Trust Co ... Rept. 1417—229
Lower, Henry ... Rept. 1417—224; Rept. 1139—635
Mark, Harold ... Rept. 1417—227–229
McMaster, Rolland ... Rept. 1417—223
Prebenda, Joseph ... Rept. 1417—223; Rept. 1139—649, 656
Roxburgh, George ... Rept. 1417—223
Squires, Al ... Rept. 1417—223
Teamsters Local 299 ... Rept. 1417—224
Vignali, Al ... Rept. 1417—223
Local 249 grievances ... Rept. 1139—585, 586
Local 249 negotiations ... Rept. 1139—586, 587
Local 320 subsidy, authorization of ... Rept. 1139—113
Local 410 charter, intercession on behalf of ... Rept. 621—20–22
Local 515 officers, alleged suspension ... Rept. 1139—711
Local 557 contract ... Rept. 1139—582, 583
Local 985, charter fraudulently obtained ... Rept. 1139—831
Los Angeles, Teamster officials, Hoffa associates ... Rept. 1139—671, 672, 700–704
Management favoritism ... Rept. 1139—577, 590, 594, 595, 598, 599
Mark, Harold, financial transactions ... Rept. 1417—227–229
Matheson, Carney, business ventures ... Rept. 1139—576, 584
Maybury Sanitarium, Teamster loans to ... Rept. 621—94, 95
McNamara, John, whitewashing of ... Rept. 621—8, 9
Memory, loss of ... Rept. 1417—211–217
Merger proposed, locals 46, 157, 253, 981 ... Rept. 1139—674, 684
Minifons, use of ... Rept. 1417—214
Monitors, Board of:
Attempted control by Hoffa ... Rept. 1139—571
Convention delegates, seating of ... Rept. 1139—615
Crum, Bartley, Hoffa remarks ... Rept. 1139—625, 626
Crum for Schmidt, planned substitute ... Rept. 1139—617–625
Election, dissidents contest ... Rept. 1139—615
Litigation resulting ... Rept. 1139—615, 619, 622
Makeup and duties ... Rept. 1139—615
Provisional president, under monitor jurisdiction ... Rept. 1139—615
Schmidt, Godfrey, efforts to oust ... Rept. 1139—616, 617, 620–623
Schmidt, Godfrey, representing dissidents ... Rept. 1139—615
Settlement of dispute, 5-point plan ... Rept. 1139—619, 620

Hoffa, James R.—Continued Page
Murphy, Edward, death of; Hoffa advancement ..... Rept. 1139—587, 588
New York trucking company negotiations ..... Rept. 1417—210
Ohio Conference, Hoffa-proposed contracts ..... Rept. 1139—590, 591
O'Neill, Patrick, brought into line by ..... Rept. 1139—581
P.M.L. Co. investment capital, origin of ..... Rept. 1139—576, 584
Paper locals, Beck conference ..... Rept. 1417—205
Payoff, Detroit Institute of Laundering, connection with .. Rept. 621—113–119
Payoff received from Eugene "Jimmy" James, ALF Local 23814 .. Rept. 1139—827
Perjury, possibility of, referred to Justice Department ..... Rept. 621—28
Perlman, Dr. Leo, entertainment by ..... Rept. 621—132
Presser, William; Hoffa cleanup campaign ..... Rept. 1139—720, 721
Prizefighter, association, union funds ..... Rept. 621—14–19
Probstein, David, loan to ..... Rept. 621—28, 30, 31
Provenzano, Anthony, chief henchman, New Jersey area .. Rept. 1139—666
Quonset huts purchased by local 299 ..... Rept. 1139—689
Freight bill unpaid ..... Rept. 1139—691
Racial discrimination, Negroes ..... Rept. 1139—608–611
Racketeer officers, Teamsters, partial summary ..... Rept. 1139—722
Racketeering elements, failure to act against ..... Rept. 621—2, 4, 6–14
Racketeers in Teamsters, responsibility for ..... Rept. 1139—823
Racketeers, support of ..... Rept. 1139—672, 673
Raddock, Max, relationship ..... Rept. 621—552, 555, 592
Rashid, Joseph, assistant prosecutor, threats against ..... Rept. 621—89, 90
Ratner, Payne, employment re House Investigating Subcommittee Rept. 621—88, 89
Riss & Co.:
Contract concessions ..... Rept. 1139—593
Contract violations ..... Rept. 1139—595
Drivers transferred to Teamsters Local 299 ..... Rept. 1139—594
Entertainment of Hoffa at Canadian lodge ..... Rept. 1139—592
Leasing arrangement, cost to drivers ..... Rept. 1139—593, 594
Truck overcharge, admission of ..... Rept. 1139—596
Small business, dislike of ..... Rept. 1139—48, 49
Smith, Glenn W., whitewashing of ..... Rept. 621—6
Smith, W. A.:
Indictment, quashed by Hoffa intervention ..... Rept. 1417—334, 335
Whitewashing of ..... Rept. 621—7
Star Coverall Supply Co., cooperation received from .. Rept. 621—678, 684
Strike sanction, Anchor Motor Freight ..... Rept. 1139—582
Sun Valley, Fla. (*see also* Hoffa, business interests):
Loans, pressure applied on banks for ..... Rept. 1417—224, 225
Option to purchase 45 percent interest ..... Rept. 1417—225
Revival attempted ..... Rept. 1139—571
Teamsters funds, bank deposit, interest free ..... Rept. 1139—630, 631
Teamsters sponsorship ..... Rept. 1417—224
Teamsters contracts, international uniformity sought ..... Rept. 1139—578
Teamsters insurance business awarded to Dorfmans ..... Rept. 621—126
Teamsters insurance business monopoly by Dorfmans .. Rept. 621—125, 126
Teamsters insurance, control exercised over ..... Rept. 621—169–171
Teamsters loan to Benjamin Dranow, Thomas Department Store Rept. 1139—629, 630
Teamsters Local 299, quonset huts, misappropriation of union funds Rept. 1139—691
Teamsters officers, criminal offenses ..... Rept. 1139—705, 706
Thompson, Jack D., lack of action against ..... Rept. 621—13
Trans-American contract, cost to drivers ..... Rept. 1139—598–600
Truck-count records, failure to preserve ..... Rept. 621—70
Trustee, appointed as, local 823 ..... Rept. 621—52
Underworld figures, alliance with ..... Rept. 621—2, 7, 13, 14, 19–23, 25, 26, 112, 127
Union Casualty Co., award of insurance to ..... Rept. 621—102–105, 121, 122, 130, 131
Union funds, use of, Sun Valley project ..... Rept. 621—99
Wagering, income from ..... Rept. 621—99, 100

Page

Hoffa, James R—Continued
Welsh, Larry, whitewashing of ... Rept. 621—5, 6
Wolke, John, intervention on behalf of ... Rept. 621—90–92
Workers, exploitation of ... Rept. 1139—572
Hoffa, Mrs. James R. (Josephine Poszywak) ... Rept. 1417—230, 234, 247, 250, 253, 444, 445; Rept. 1139—630, 688, 689, 827
Gift, $500 jacket, from Benjamin Dranow ... Rept. 1139—630
J. & H. Co., investment listed in maiden name ... Rept. 1139—576, 577
Teamsters, on payroll of ... Rept. 1417—234
Test Fleet, ownership in ... Rept. 1139—577
Union payroll, payoff through ... Rept. 1139—827
Hoffa, William ... Rept. 1417—245, 253, 254, 446, 449
Hoffheintz, Mr ... Rept. 1139—20
Hoffman & Elias, Inc ... Rept. 621—570
Hoffman, Clyde ... Rept. 1139—288, 289, 294, 297, 298, 303, 391, 392, 394, 396
Perfect Circle, counsel for ... Rept. 1139—288
Perfect Circle representative at mayor's meeting ... Rept. 1139—396
Shooting incident at Perfect Circle ... Rept. 1139—297, 298, 391, 394, 395
Violence to nonstriking Perfect Circle employees ... Rept. 1139—288
Hoffman, Sal ... Rept. 1139—850, 855, 867
Hogan, Frank, New York district attorney ... Rept. 1417—376, 413, 414; Rept. 1139—109, 456, 875, 878
Holland, Neil ... Rept. 1139—824, 825
Holling, Conrad ... Rept. 1139—180, 198
Holmes, Raymond ... Rept. 1417—280, 281
Holmes, Robert ... Rept. 1417—25, 238, 248; Rept. 621—95, 105; Rept. 1139—688
Holovachka, Metro M. (*see also* Coin-operated machines, Lake County) Rept. 621—518, 554–560, 592; Rept. 1139—788–790, 795–797, 799–801, 803–809, 813, 818, 819, 861, 862, 876.
Carpenters real estate sale, benefits derived from ... Rept. 621—518, 554, 556–558, 592
Carpenters Union officials, indictment of ... Rept. 621—554–558
Failure to prosecute ... Rept. 621—518, 554–556, 592
Profits derived from investments ... Rept. 621—560, 592
State Sibley Corp. interests ... Rept. 621—559, 560
Holt, Milton (*see also* Teamsters Local 805) ... Rept. 1417—171, 218; Rept. 621—8, 12, 80; Rept. 1139—657, 658, 661–666, 728
Businesses and financial dealings, list ... Rept. 1139—663, 664
Conflict of interests ... Rept. 1139—664, 665
Loans to ... Rept. 1139—664, 665
Narcotics traffic, link with ... Rept. 1139—661, 662
Police record ... Rept. 1139—657
Salary and expenses ... Rept. 1139—663
Teamsters Local 805, secretary-treasurer ... Rept. 1139—657
Wrongdoing, determination of, lack of action by Hoffa ... Rept. 621—8
Holtzman, Joe (deceased) ... Rept. 1417—223; Rept. 621—113, 114, 116–120
Hoffa, James R., relations with ... Rept. 621—113, 117–119
Payoff, Detroit Institute of Laundering ... Rept. 621—113–117
Payoffs for labor peace made to ... Rept. 621—116, 119
Holup, Mr. and Mrs. John ... Rept. 1139—783
Homaniak, Stanley ... Rept. 1139—308
Homer, Don, Chevrolet Co ... Rept. 621—684
Homestead Restaurant, Maywood, Ill ... Rept. 621—625
Honest Ballot Association ... Rept. 1139—96, 692, 693, 729
Election, 1958, Teamsters Local 808 ... Rept. 1139—692, 693
McNamara, John, rejection of ballot count ... Rept. 1139—693
Hooke, Walter ... Rept. 1417—279
Hoover, Bess ... Rept. 1417—359
Hoover, Harold ... Rept. 1139—293, 301, 397
Hoover, J. Edgar ... Rept. 1139—878
Hoover, L. M. "Red" ... Rept. 1417—359
Hopkins, James ... Rept. 1139—579
Horn Construction Co., Inc ... Rept. 621—570

Page
Horn & Hardart Baking Co. **Rept. 621**—388, 396–402, 404, 411, 412, 459, 514, 515
Organizing attempt, Teamsters Local 107:
Extortion attempt by "Shorty" Feldman **Rept. 621**—402
Personal injury or property damage **Rept. 621**—398
Picketing, illegal **Rept. 621**—397
Property damage, total **Rept. 621**—399
Reign of terror **Rept. 621**—397–405
Secondary boycott **Rept. 621**—405
Violence to prevent deliveries **Rept. 621**—397, 398
Horn, Morris:
World Wide Press, investment in **Rept. 621**—530, 531
Horowitz, Charles **Rept. 1417**—79
Horowitz, Irving **Rept. 1139**—746
Horseracing:
Block, Max, Butchers Union, attendance **Rept. 621**—331–333
Brennan, Owen B **Rept. 1417**—233
Hoffa, James R **Rept. 1417**—233
Johnson, Charles, Jr., Carpenters Union **Rept. 621**—566–569
Hot cargo clause:
Definition **Rept. 1139**—3, 68, 69
Galveston Truck Lines, invoked against **Rept. 1139**—19
ICC ruling, invalid **Rept. 1139**—22
NLRB versus ICC viewpoints **Rept. 1139**—3, 4
Southwestern Motors, effect upon **Rept. 1139**—10
Teamsters incorporation in contracts **Rept. 1139**—37, 68, 69
Teamsters reason for **Rept. 1139**—36, 37
Hotel and Restaurant Employees and Bartenders International Union. (*See* Restaurant Workers.)
Hotels and motels:
Alcazar Hotel, Miami **Rept. 1417**—64, 71
Arlington Hotel, Binghamton, N.Y **Rept. 1139**—490
Bal Harbour Hotel, Miami Beach **Rept. 621**—75, 76, 84
Balmoral Hotel, Miami **Rept. 1139**—506
Bel Air Hotel, Los Angeles **Rept. 1139**—524, 565
Belcrest Hotel, Detroit **Rept. 621**—83
Bellerive Hotel, Kansas City, Mo **Rept. 621**—70
Belmont Plaza **Rept. 1417**—112
Beverly Hills Hotel **Rept. 1139**—662
Beverly Hotel, New York City **Rept. 621**—242, 257, 325, 326, 364, 373
Bismarck Hotel **Rept. 621**—600; **Rept. 1139**—47
Book-Cadillac Hotel, Detroit **Rept. 1139**—51
Braymore Hotel, Boston **Rept. 1417**—276, 279
Briggs Hotel, Detroit **Rept. 621**—80
Carlton Hotel, Binghamton, N.Y **Rept. 1139**—502
Carter Hotel, Cleveland **Rept. 621**—27
Casa Catalina Motel, Tucson, Ariz **Rept. 621**—677
Castaways Motel, Miami Beach, Fla **Rept. 621**—184
Cliff Hotel **Rept. 1417**—108
Clift Hotel, San Francisco **Rept. 1417**—20
Colonial Inn, Miami **Rept. 621**—71, 74, 78
Commodore Hotel, New York City **Rept. 1139**—52, 56, 57
Concord Hotel (*see also* Concord Hotel) **Rept. 1139**—658, 660
Deauville Hotel, Miami Beach **Rept. 1139**—855
Drake Hotel, Chicago **Rept. 621**—555
Dupont Plaza Hotel, Miami **Rept. 1139**—639, 643
Eastern Hills Motel, Dallas, Tex **Rept. 1139**—17
Eden Roc Hotel, Miami Beach **Rept. 1139**—639, 643
El Montan Motor Court **Rept. 1139**—12, 15
El Rancho Hotel, Millbrae, Calif **Rept. 1417**—41
Farragut Hotel **Rept. 1417**—344, 346
Fontainebleau Hotel, Miami **Rept. 1139**—521, 565
Giancana's River Road Motel. (*See* River Road Motel.)
Golden Gate Inn **Rept. 1139**—793
Grand Hotel **Rept. 1139**—203, 211–213
Hamilton Hotel, Washington, D.C **Rept. 1417**—139, 157

Hotels and motels—Continued Page
Hampshire House, New York City ..... Rept. 1417—164, 194, 195, 197, 198
Kaskaskia Hotel ..... Rept. 1139—677
Kings-Way Hotel, St. Louis ..... Rept. 621—61
La Salle Hotel, Chicago ..... Rept. 621—599; Rept. 1139—73
Lexington Hotel, New York City ..... Rept. 621—16
Lilac Lodge ..... Rept. 1139—785
M. & J. Motel ..... Rept. 1139—802, 803, 818, 819
Movietown Motel ..... Rept. 1139—816, 817
Multnomah Hotel, Portland, Oreg ..... Rept. 1417—36
New Heathman Hotel, Portland, Oreg ..... Rept. 1417—12
Oak Park Arms Hotel, Oak Park, Ill ..... Rept. 1139—520, 523, 525, 565
Olympic Hotel, San Francisco ..... Rept. 1417—35–37
Olympic Hotel, Seattle, Wash ..... Rept. 1417—36, 37
Ottumwa Hotel, Ottumwa, Iowa ..... Rept. 1417—121
Palmer House, Chicago ..... Rept. 1139—51
Park-Sheraton Hotel, New York City ..... Rept. 1139—497
Peru Hotel ..... Rept. 1139—677
Portland Towers Hotel ..... Rept. 1417—14, 15
Rambler Motel, Des Moines, Iowa ..... Rept. 621—82, 84
Richford Hotel ..... Rept. 1139—502
River Road Motel ..... Rept. 621—626
Roosevelt Hotel, Portland, Oreg ..... Rept. 1417—36
Sands Hotel, Las Vegas, Nev ..... Rept. 621—68
Saxony Hotel, Miami Beach ..... Rept. 621—163, 178, 182
Secor Hotel ..... Rept. 1139—419
Sherman Hotel ..... Rept. 621—641, 644
Shorelands Hotel, Chicago ..... Rept. 1139—598
Statler Hotel ..... Rept. 1139—529
Travelers Motel ..... Rept. 1139—687
Vanderbilt Hotel, New York City ..... Rept. 621—69
Waldorf-Astoria Hotel, New York City (*see also* Waldorf-Astoria) Rept. 1139—51–57, 68, 69
Warwick Hotel, New York City ..... Rept. 1139—497
Waves Hotel, Miami ..... Rept. 1417—241
Woodner Hotel, Washington, D.C ..... Rept. 1139—565, 566
House Committee on Education and Labor ..... Rept. 1139—329
How Ryan & Associates ..... Rept. 1417—55
Howard Johnson, Niles, Ill ..... Rept. 621—605
Howard, Martin J.:
Business agent, local 73, Sheet Metal Workers ..... Rept. 1139—79
Payoffs received ..... Rept. 1139—78, 79, 83
Huber & Huber Trucking Co., Knoxville, Tenn ..... Rept. 1417—332, 333
Siruping, Teamsters Local 621 ..... Rept. 1417—333
Hubshman, Robert ..... Rept. 1417—89–93, 98–100
Hucks, Sally Thurman ..... Rept. 1139—873
Huddell, Arthur, president, Operating Engineers:
Maloney, William E., charter granted ..... Rept. 1417—372, 373
Murder of ..... Rept. 1417—373
MacScullen, George, alleged gunman ..... Rept. 1417—373
Hudson, John L ..... Rept. 1417—241
Huey Distributing Co ..... Rept. 1139—839, 840
Hufert, Theodore ..... Rept. 1417—268–270
Antiunion activity by Whirlpool, denied ..... Rept. 1417—268, 269
Director, industrial relations, Whirlpool ..... Rept. 1417—268
Huffine, Albert ..... Rept. 1139—839
Hughes, Ray J.:
Teamsters boycott of Galveston carrier imposed ..... Rept. 1139—22
Teamsters Local 886, organizer for ..... Rept. 1139—23
Humke, Mr ..... Rept. 1139—206
Humphreys, Murray "The Camel" ..... Rept. 621—595, 596, 599, 600, 602, 627; Rept. 1139—527, 567
Gangland activity ..... Rept. 621—595
Hunt, Oris ..... Rept. 1139—398
Hunt, Sam "Golf Bag" ..... Rept. 621—595, 640, 647; Rept. 1139—776
Crime syndicate leader ..... Rept. 621—595
Restaurant and tavern association formation, bossed by ..... Rept. 621—647

Page
Hunt Truck Lines, Tampa, Fla., violence during Teamster negotiations ... Rept. 1417—358
Hunton & Raffo ... Rept. 1139—505
Hutcheson, Maurice A. (*see also* Carpenters Union; *also* Raddock, Maxwell C.) ... Rept. 621—517, 518, 533–538, 540–543, 546, 547, 549, 551, 552, 555–557, 560–563, 565, 588, 589, 591, 592; Rept. 1139—874.
Carpenter presidency, inheritance from father ... Rept. 621—517, 588
Dissident delegate, rejection of credentials ... Rept. 621—589
Funds, union, for hunting and fishing trips ... Rept. 621—518, 565
Hoffa, James R., support of ... Rept. 621—560
Hutcheson, William L. "Big Bill" (deceased) (*see also* Carpenters Union; *also* Raddock, Maxwell C.) ... Rept. 621—517, 518, 540, 591
Biography:
Authorship disputed ... Rept. 621—546–548, 592
Cost comparisons per copy ... Rept. 621—539
Cost to Carpenters for publication ... Rept. 621—517, 533–537
Origin and financial makeup ... Rept. 621—533
Printing of, lag until investigated ... Rept. 621—517, 534–536, 538–540, 549, 592
Carpenter real estate, embezzlement of ... Rept. 621—561, 562
Real estate, private versus union ownership ... Rept. 621—561, 562
Hutchins, Mrs. Lloyd A ... Rept. 1417—359
Hutner, Herbert L ... Rept. 621—125, 167, 168, 172–174, 207
Teamster insurance monopoly by Dorfmans ... Rept. 621—125
Vested commission arrangement of Allen Dorfman ... Rept. 621—173, 174
Huston, John M ... Rept. 1417—256

I

IBEW (International Brotherhood of Electrical Workers) ... Rept. 1139—492, 826, 838, 841, 844, 850, 851, 854, 859, 870
Local 133 ... Rept. 1139—658
Local 134 ... Rept. 1139—773–775, 782, 783, 842, 860, 861
Local 349 ... Rept. 1139—849, 851, 857, 866, 867
Local 442, Cleveland ... Rept. 621—26
Local 485, New York ... Rept. 1417—180
Local 737 ... Rept. 1139—824, 868
Local 786 (*see also* Coin-operated machines) ... Rept. 1139—744, 745
Local 1031, Chicago ... Rept. 621—122, 127, 129, 130, 140, 143, 144, 152, 154, 167
Dorfman agency, insurance business awarded ... Rept. 621—122, 129
Dorfman insurance enterprises, income received by ... Rept. 621—130, 141
Dorfmans, excessive commissions received by ... Rept. 621—143, 144
Perlman, Leo, excessive commissions received by ... Rept. 621—144
Local 1052 (*see also* Coin-operated machines, Los Angeles) ... Rept. 1139—841; 844, 865, 866
Formation of, coin machines ... Rept. 1139—841, 842
Iannacone, Louis (also known as Louis Michaels and Benny Indiviglio):
General Sanitation Co., partner ... Rept. 1417—318
Police record ... Rept. 1417—318
Iannone, James:
Criminal syndicate connections ... Rept. 1139—498
Underworld connections provide labor peace ... Rept. 1139—498
Icaro, Joseph ... Rept. 621—626
Ikard, Thomas ... Rept. 1417—409
Illinois:
Fifth amendment invoked by State employee ... Rept. 621—611
Governor's attitude toward labor union harassment ... Rept. 621—609, 610
Labor law, lack of ... Rept. 621—645
Police protection denied ... Rept. 621—609
Illinois Detective Agency ... Rept. 621—632
Illinois Phonograph Owners Association ... Rept. 1139—842
Imhahn, Anton ... Rept. 1417—435–437, 441
Funds, misuse of, Operating Engineers Local 399 ... Rept. 1417—435, 436
Personal items, cost to union ... Rept. 1417—435, 436

Page
Immigration and Naturalization Service---- Rept. 1139—102, 823, 876, 878
Imperial Insurance Agency, Inc. (*See* Dorfman insurance companies.)
Inciso, Angelo---- Rept. 1417—189, 191, 221
UAW-AFL regional director, expelled---- Rept. 1417—191
Income tax:
Accardo, Anthony "Tony" (Joe Batters)---- Rept. 621—652, 653
Beck, David D., Sr---- Rept. 1417—61
Carpenters Union, Florida land---- Rept. 621—518, 561
Carpenters Union, officers---- Rept. 621—518, 562
Cohen, Michael "Mickey"---- Rept. 1139—848
Dioguardi, John I. (Johnny Dio)---- Rept. 1417—187
Dorfman, Allen---- Rept. 621—162, 163
Doyle, Jack---- Rept. 1139—814, 815
Duffy, F---- Rept. 621—562
Elco, John---- Rept. 621—392
Fisher, A. E---- Rept. 621—562
Formusa, John---- Rept. 1139—819
Frank, Nicholas (John Wendell)---- Rept. 621—392
Glimco, Joseph P---- Rept. 1139—518
Healy, Stephen A---- Rept. 1417—378, 379
Holovachka, Metro---- Rept. 1139—806
Johnson, Charles, Jr---- Rept. 621—569
Kralstein, Max---- Rept. 1417—112, 113
Licavoli, Peter---- Rept. 621—677
Maloney, William E---- Rept. 1417—379, 384
McDonald, Kenneth---- Rept. 1139—812
Meadows, S. P---- Rept. 621—562
Ratteni, Alfred "Nick"---- Rept. 1417—306
Schaefer, Rowland---- Rept. 1139—812
Shulman, Theodore "Ted"---- Rept. 621—182
Sica, Alfred "Fred"---- Rept. 1139—848
Smith, Glenn, Teamsters---- Rept. 1139—710
Spindel, Bernard---- Rept. 1139—688
Squillante, Vincent---- Rept. 1417—323, 324
Union funds, paid from---- Rept. 621—518, 562
Weber, Peter---- Rept. 1417—418
Indellicato, Joseph (Joe Scootch)---- Rept. 1139—497, 853, 854
Police record---- Rept. 1139—853
Independent Advisory Committee to the Trucking Industry---- Rept. 1417—68
Independent Local 465---- Rept. 1139—749
Independent Newspaper and Mail Deliverers' Union of New York and Vicinity---- Rept. 1139—96–100, 102, 103, 105, 106, 108, 109, 115, 123, 128, 129, 870
Independent Truckers, Inc---- Rept. 1139—39, 40
Independent Union of Kohler Workers Association (IUKWA). (*See* Kohler Workers Association.)
Independent Unionists of America, Local 1:
Coercive unionizing---- Rept. 621—19, 20
Converted to Restaurant Workers Local 410---- Rept. 621—20
Intercession by Hoffa on behalf of---- Rept. 621—20–22
Indiana Conference of Teamsters---- Rept. 621—34, 57
Indiana State Legislature---- Rept. 1139—794
Indiana Supply Co. (also known as Star Supply Co.)---- Rept. 1139—797, 798
Indianapolis News---- Rept. 1139—292
Indianapolis Times---- Rept. 621—555
Indiviglio, Benny (*see also* Iannacone, Louis)---- Rept. 1417—318
Ingamills, Dwight David---- Rept. 1417—71, 72
Inglenook Log Cabin Restaurant, Chicago---- Rept. 621—627, 628
Payoff to Restaurant Workers Union---- Rept. 621—628
Insierro, Vincent "The Saint"---- Rept. 621—626
Insurance Brokers, Inc., Hedlund, Donol, Teamsters, auto insurance---- Rept. 1417—81, 82
Interboro Window Cleaning Co---- Rept. 1139—505
Inter-County Cartmen's Association, Inc.:
Squillante, Vincent:
Hired as labor consultant---- Rept. 1417—311, 312
Takes over---- Rept. 1417—310, 311

Page
Internal Revenue Service (*see also* Income tax) **Rept. 621**—561, 562, 636, 641, 642, 653; **Rept. 1139**—74, 307, 322, 652, 812, 878
Carpenters Union orange grove, interest in **Rept. 621**—560
Cronin, Arthur H., surveillance **Rept. 1139**—74, 75
International Alliance of Theatrical Stage Employees and Motion Picture Operators, gangster influence **Rept. 621**—598
International Association of Machinists **Rept. 1139**—306
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of America. (*See* Boilermakers Union.)
International Brotherhood of Electrical Workers. (*See* IBEW.)
International Brotherhood of Pulp, Sulphite and Paper Mill Workers:
Local 300 **Rept. 1139**—699
Wilmot, Theodore, secretary-treasurer **Rept. 1139**—699, 700
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. (*See* Teamsters; *also* Hoffa, James R.)
International Business Machines, New York Federationist, contributions to **Rept. 621**—428, 429
International Excavating Co **Rept. 1417**—414
International Furniture Workers, AFL–CIO, Local 123 **Rept. 1139**—703, 727
International Hod Carriers, Building and Common Laborers. (*See* Hod Carriers.)
International Jewelry Workers. (*See* Jewelry Workers.)
International Labor Press Association of America **Rept. 621**—520
International Labor Record (newspaper) **Rept. 621**—524
International Ladies Garment Workers Union. (*See* Garment Workers.)
International Longshoremen's Association (ILA) (*see also* Noonan, Cornelius J.) **Rept. 1417**—210, 220; **Rept. 1139**—96, 628, 629, 766, 874
AFL, expelled from **Rept. 1417**—210
Alliance, Teamster-ILA-ILWU, Hoffa efforts **Rept. 1139**—616, 628, 629
Hoffa presence required as condition for meeting **Rept. 1139**—629
Negotiations with ILWU, refusal **Rept. 1139**—629
Teamster alliance attempted **Rept. 1417**—210
Teamster loan to ILA proposed **Rept. 1417**—210
Terminal Workers Union 1730 **Rept. 1139**—111, 114, 117, 127, 129
Noonan, Cornelius J., in charge **Rept. 1139**—117
International Longshoremen's and Warehousemen's Union (ILWU). (*See* Longshoremen (ILWU).)
International Milling Co **Rept. 1417**—242, 251
International Trading Co., Inc **Rept. 1139**—637
International Transport Workers Union **Rept. 1417**—60
International Union of Electrical, Radio, and Machine Workers, Local 465. (*See* Coin-operated machines.)
International Union of Operating Engineers. (*See* Operating Engineers; *also* Maloney, William E.)
International unions:
Charters:
Duty to investigate applicants for **Rept. 621**—594
Ease of obtaining **Rept. 621**—593, 596, 602, 604
Chicago area cleanup follows committee exposures **Rept. 621**—670
Indifference of **Rept. 621**—594
International Woodworkers of America **Rept. 1139**—703
Interstate Commerce Commission (ICC) **Rept. 1139**—3, 21, 22, 24, 38, 39, 70, 356, 605, 606
Appeal re freight shipment refusal **Rept. 1139**—21, 22
Ford storage dispute **Rept. 1139**—39
Galveston Truck Lines, emergency relief granted **Rept. 1139**—21, 22
Hot cargo clause ruling **Rept. 1139**—22, 23
Hot cargo clause, viewpoint **Rept. 1139**—3, 4
Logs, truckdrivers, falsification of **Rept. 1139**—607
Railroads, influence on ICC regulations **Rept. 1139**—38, 39
Interstate Motor Freight System Lines **Rept. 1139**—43
Interstate Truckers, Inc **Rept. 1139**—44
Intimidation:
Ruchnow, George L., Inc., by Scranton Building Trades Council **Rept. 1417**—95–97
Teamsters Local 229 **Rept. 1417**—89–91, 98, 99

Page
Iovine, Joseph A---- Rept. 1139—767
Ireland, Walter J---- Rept. 1139—186, 191
Irving, Al---- Rept. 1417—58
Isalinski, Al---- Rept. 1139—422
Iscola, James---- Rept. 1417—179, 180
Island News Co.:
Formation by Bitz and Gordon---- Rept. 1139—108
Rockaway News Co., business taken from---- Rept. 1139—108
Italian Gardens Restaurant---- Rept. 1139—849, 855
Ivanhoe Restaurant, Chicago, Restaurant Workers Union, threats by Rept. 621—668, 669

J

J. B. Express Co---- Rept. 1139—506
J & H Sales Co---- Rept. 1417—229, 230, 250; Rept. 1139—576, 577
Brennan, Mrs. Owen Bert, ownership in maiden name- Rept. 1139—576, 577
Hoffa, Mrs. James R., ownership in maiden name---- Rept. 1139—576, 577
Name changed to National Equipment Co---- Rept. 1417—230; Rept. 1139—576
Ownership exchange summary---- Rept. 1139—576
J. & J. Novelty Co---- Rept. 621—676
J & M Heating Co.:
Merrow, John, owner of---- Rept. 1139—82
Shakedown by Sheet Metal Union Local 73---- Rept. 1139—82, 83
J. & P. Music Co---- Rept. 1139—753, 754
J. & R. Amusement Co---- Rept. 621—676
Jackie's Restaurant---- Rept. 1139—757, 759
Jack-O-Lantern Lodge---- Rept. 1139—674, 689–691
Hoffa-Dorfman-Brennan ownership---- Rept. 1139—690
Quonset huts purchased, Teamster funds---- Rept. 1139—690
Teamsters Local 299, quonset huts obtained---- Rept. 1139—689, 690
Jackson, Clarence (alias Mookie)---- Rept. 1139—662
Jackson, Louis (*see also* Mennen Co.)---- Rept. 1417—276–278, 281, 282, 288–290, 299
Antiunion committee established by---- Rept. 1417—281
Conflict of testimony---- Rept. 1417—290
Labor Relations Associates agent, Mennen Co---- Rept. 1417—288
Labor Relations Associates employee, Sears dispute---- Rept. 1417—281
Neutrality in organizing Mennen Co---- Rept. 1417—289
Payoffs to employee union---- Rept. 1417—281
Sears, Roebuck contracts negotiated---- Rept. 1417—281
Taft-Hartley Act violations---- Rept. 1417—281, 282
Jacob, Eugene---- Rept. 1139—765–768, 859, 875
Jacob, Herbert---- Rept. 1139—765, 766, 768, 859, 875
Jacobi, Paul---- Rept. 1139—235–237
Clay boat incident, picture taking---- Rept. 1139—236
Speed king (time-study man)---- Rept. 1139—235, 236
Jacobs, Clarence---- Rept. 1139—320
Jacobs, Harold N---- Rept. 1139—163, 164, 179, 181, 187, 377, 381, 382
Kohler Co. treatment of employees---- Rept. 1139—164, 377, 382
Kohler Village, home acquired---- Rept. 1139—164
Silicosis issue---- Rept. 1139—163, 164
Telephone campaign re Kohler nonstrikers---- Rept. 1139—377
Jacobs, Joseph (Jacobs & Kamin, attorneys, Chicago)---- Rept. 1417—154–156, 159, 161; Rept. 621—121, 124, 128, 129, 132, 167
Dorfman, Allen, sponsoring of, in insurance business---- Rept. 621—124, 128, 129
General agent, Union Casualty, Allen Dorfman influence-- Rept. 621—121
IBEW Local 1031 insurance obtained from Dorfman---- Rept. 621—129
Positions held or services performed, conflicts of interest-- Rept. 621—167
Jacobs, Joseph (Textile Workers counsel, Atlanta), conflict of interests Rept. 1417—155
Jacobson, William---- Rept. 1139—669, 670
Jacques (Montreal, Canada)---- Rept. 1417—143, 144
Jaffe, Mr---- Rept. 1139—842
Jamaica Sanitation Co---- Rept. 1417—311, 327

Page
James, Eugene C. "Jimmy" ---- Rept. 1417—234, 235, 253, 449; Rept. 1139—557, 827, 830–832, 863, 864
Connelly, Gerald, association ---- Rept. 1417–234
Hoffa, loan from, repayment ---- Rept. 1417—234
Jukebox Local 985, Detroit ---- Rept. 1417—234
On payroll ---- Rept. 1417—234, 235
Newbold, Halston, attempted murder of ---- Rept. 1417—234
Newbold, Halston, hired killer ---- Rept. 1417—234
Police record ---- Rept. 1417—234
James, Mary ---- Rept. 1417—51
Jangel, Albert ---- Rept. 1417—164
Jansen, Harold ---- Rept. 621—668, 669
Jansen, Ralph ---- Rept. 621—668, 669
Jansen, Richard ---- Rept. 621—668, 669
Jansson, Eric ---- Rept. 1417—133, 138, 147, 148, 153, 154, 162
Klenert and Valente fund manipulations, Textile Workers (UTW) Rept. 1417—153, 154
Textile Workers (UTW):
Organizational expenditures questioned ---- Rept. 1417—147, 148
Vouchers incomplete ---- Rept. 1417—133
Jaslow, Henry A. (alias Henry Bell, Bill Hart) ---- Rept. 621—424, 426
Ad and contribution soliciting ---- Rept. 621—426, 427
Javors, Sol ---- Rept. 1139—755, 756
Jay-Cee Music Co ---- Rept. 1139—830, 834, 864
Jefferies, Fred ---- Rept. 1139—398
Jefferson Chevrolet Co ---- Rept. 621—680, 682
Jefferson Music Co ---- Rept. 1139—840
Jefferson Parish, La. (*See* New Orleans; *also* coin-operated machines.)
Jenkins, James Q ---- Rept. 1417—10
Jenkins, Virginia ---- Rept. 1417—30
Jennings, Robert, Jr ---- Rept. 1417—350, 351, 369
Jensen, Floral ---- Rept. 1417—437
Jensen, Iris ---- Rept. 1417—262
Jerry James Frocks, Inc ---- Rept. 1139—502
Jersey Coast News Co ---- Rept. 1139—98
Jewelry Workers (International Jewelry Workers):
Local 26, Mount Vernon, N.Y ---- Rept. 1417—204
Local 222 ---- Rept. 1139—503, 746, 747, 749
"Jimmy Blue Eyes" (Vincent Alo) ---- Rept. 621—71
"Joey the Blond." (*See* Gallo, Joseph.)
Johnny's Steak House:
Dues paid by employer ---- Rept. 621—666
Subscale standard for union employees ---- Rept. 621—666
Threats against by Restaurant Workers Union ---- Rept. 621—666
Union contract not enforced ---- Rept. 621—666
Johnsen, Roy ---- Rept. 1139—247–249, 355
Ambulatory boycott program ---- Rept. 1139—247, 249, 355
Kohler–UAW strike, comments on ---- Rept. 1139—249
Johnson, Alice. (*See* Mrs. Owen Bert Brennan.)
Johnson, Cecil L ---- Rept. 1139—79–81, 85
Bid clearance through Arthur H. Cronin ---- Rept. 1139—80
Bond Ventilating Co., Inc., president of ---- Rept. 1139—79
Employees, discharge of, fine imposed ---- Rept. 1139—81
Shakedown by union officers ---- Rept. 1139—81
Johnson, Charles, Jr ---- Rept. 621—518, 524, 529, 535, 552, 556, 566, 570–572, 574, 576, 577, 585, 586, 588, 590, 591.
Carpenter executive board member ---- Rept. 621—518
Carpenter New York district council, head of ---- Rept. 621—518
Conflict of interests ---- Rept. 621—568, 569, 591
Financial gains through collusive dealings ---- Rept. 621—518
General Contractors Association of New York, negotiations with ---- Rept. 621—571
Hunting and fishing trips, union expense ---- Rept. 621—565
Income-tax payments ---- Rept. 621—569
Payoffs to, through Penn Products Co ---- Rept. 621—591

Page
Johnson, Charles, Jr—Continued
Physical condition reported to committee ... Rept. 621—566
Relatives, union wages and expenses received ... Rept. 621—566
Sales pressure through union influence ... Rept. 621—572–574, 591
Union earnings ... Rept. 621—569, 590, 591
Weiss firms, profits derived from ... Rept. 621—569–572, 591
Yonkers Raceway:
Dealings with ... Rept. 621—518, 566–568
Employed by ... Rept. 621—568
Fees collected from ... Rept. 621—569
Johnson, Mrs. Charles, Jr ... Rept. 621—518, 570
Johnson, Charles, III, union wages and expenses received ... Rept. 621—566
Johnson, Dave ... Rept. 1139—609
Johnson, Don W ... Rept. 1139—878
Johnson, Drake & Piper ... Rept. 621—570, 571
Johnson, E. F. "Foots" ... Rept. 1139—12, 15, 16
Johnson, Edward ... Rept. 621—570
Johnson, Fred ... Rept. 1139—400
Johnson, G. Howard ... Rept. 1139—39–42, 44
Bridge, John, communications between ... Rept. 1139—44
Interstate Truckers, Inc., president of ... Rept. 1139—44
Johnson, Leslie A. (Inglenook Log Cabin Restaurant) ... Rept. 621—627–629
Contract or benefits for employees, lack of ... Rept. 621—629
Partial organization of employees by local 394 ... Rept. 621—628, 629
Payoff for labor peace ... Rept. 621—628
Johnson, Phil ... Rept. 621—570
Johnson, Robert ... Rept. 621—566, 568–570
Union wages and expenses received ... Rept. 621—566
Johnson, Sigfrid ... Rept. 1139—832, 833
Johnson, Silas ... Rept. 1139—398
Johnson, Thom (Tom) ... Rept. 1417—27–29
Johnson, William ... Rept. 621—566, 568–570; Rept. 1139—851, 867
Joint Councils, Teamsters. (*See* Teamsters, Joint Councils.)
Jolicoeur Metal & Heating Co., local 73, Sheet Metal Workers, restrictions by ... Rept. 1139—81
Jolicoeur, Wilbur ... Rept. 1139—81, 82
Jolicoeur Metal & Heating Co., president of ... Rept. 1139—81
Shakedown by Sheet Metal Workers Union ... Rept. 1139—81
Joll Properties, Hoffa interest ... Rept. 1417—233
Jones, Paul Roland:
Police record ... Rept. 621—597
Racket survey of Dallas, Tex ... Rept. 621—597
Jones, Ray ... Rept. 621—626
Jones, Sam ... Rept. 1417—363–365
Jordan, Detective Cyril T ... Rept. 1139—768–770
Joseph, Edward ... Rept. 621—313
Joseph, Jack ... Rept. 621—32, 73, 74, 80
Journeymen Barbers, Hairdressers, Cosmetologists and Proprietors International Union of America, AFL–CIO. (*See* Barbers Union, AFL.)
Joy, H. Dean ... Rept. 1139—36, 37
Joyce, Bill ... Rept. 1139—50
Joyce, Henry:
Vandalism, shooting ... Rept. 1139—196
Kohler nonstriking employee ... Rept. 1139—195
Juday, Chesly ... Rept. 1139—293, 294, 297, 389, 395–397
Gun permits issued ... Rept. 1139—294
Perfect Circle, New Castle, plant manager ... Rept. 1139—294
Perfect Circle representative at mayor's meeting ... Rept. 1139—396
Juday, Lester ... Rept. 1139—397
Judd, Officer ... Rept. 621—632
Jukebox Operators' Association ... Rept. 1139—774
Jukeboxes. (*See* Coin-operated machines.)
Juliani, Gerald B ... Rept. 1139—642
Julian's Restaurant:
Payoffs to local 593, Restaurant Workers ... Rept. 621—665, 666
Savings in substandard wages ... Rept. 621—666
Junco, Frank ... Rept. 621—15

Page
Junction T Club ... Rept. 1139—507, 508
Just, Abel ... Rept. 1139—669
Justice, Clarence ... Rept. 1139—297, 395
Perfect Circle-UAW strike, attempted solution ... Rept. 1139—395, 396
Police chief of New Castle ... Rept. 1139—395
Justice, Department of ... Rept. 621—516; Rept. 1139—511–513, 625, 643, 798, 877, 878
Antitrust Division ... Rept. 1139—61, 109
Conflict of testimony:
Mennen Co. case, referred to ... Rept. 1417—290
Morton case, referred to ... Rept. 1417—267
Whirlpool Corp., referred to ... Rept. 1417—271
Conflicting testimony referred, Williams, Ungar, Crum, Schmidt Rept. 1139—625
Contempt citations referred to ... Rept. 621—670, 674
Hoffa, James R., perjury case referred to ... Rept. 621—28
Jackson, Louis, testimony referred to ... Rept. 1417—282
New York inquiry based on select committee disclosures ... Rept. 1139—109
Operating Engineers Local 3 testimony, study of ... Rept. 1417—404
Perjury case referred to; Sheet Metal hearings ... Rept. 1139—94, 95

K

K & L Beverage Co ... Rept. 1417—71–75
Beck, David D., Jr., distributorship ... Rept. 1417—71, 72
Krieger, Stewart, salary, Teamsters funds ... Rept. 1417—74, 75
K & L Distributing Co ... Rept. 1417—25, 71–75
Kaartoki, Frank M ... Rept. 1139—799
Kaberlein, Joseph, Sheet Metal Workers ... Rept. 1139—81, 83–85, 92
Aged and indigent fund, existence denied by ... Rept. 1139—84
Business agent of local 73 ... Rept. 1139—81
Payoff received from Cecil Johnson ... Rept. 1139—81
Kaiser Corp., Chicago, territorial rights, Sheet Metal contracts, alleged Rept. 1139—81
Kallas, Spiros W.: Doria, Anthony, real estate deal ... Rept. 1417—191
Kalupa, Edward ... Rept. 1139—234, 344
Kamenow, George: Labor Relations Associates ... Rept. 1417—290–293, 295, 299, 447; Rept. 621—13, 685; Rept. 1139—706
Books and records withheld from committee ... Rept. 1417—295
Chamberlain Corp. labor dispute:
Expenses claimed ... Rept. 1417—295
One-day settlement ... Rept. 1417—295
Christmas gifts charged to clients ... Rept. 1417—295
Entertainment expenses charged to clients ... Rept. 1417—295
Labor relations activities, Flint, Mich ... Rept. 1417—291–295
Labor Relations Associates, Detroit office ... Rept. 1417—291
MacGregor Tire Co:
Expenses for trip as payoff ... Rept. 1417—293, 294
Labor difficulties ... Rept. 1417—293
Retainer fee, Labor Relations Associates ... Rept. 1417—293
Otto P. Graff, Inc., labor dispute:
Employees remain unorganized ... Rept. 1417—292
Entertainment expenses ... Rept. 1417—292, 293
Payoffs, apparent, to labor officials ... Rept. 1417—292, 293
Retainer fee ... Rept. 1417—292
Refusal to testify ... Rept. 1417—295
Skaff Rug Co., labor dispute:
Entertainment expenses ... Rept. 1417—292
Organizing drive halted ... Rept. 1417—292
Payoff, apparent, to labor officials ... Rept. 1417—292
Retainer fee ... Rept. 1417—292
Unionization, prevention of ... Rept. 1417—291, 292
Kamerick, Paul E ... Rept. 1139—13, 16, 17
Kaminetsky, Charles (Charles Duke) ... Rept. 1417—171
Kaminetsky, Dick ... Rept. 1139—506
Kampo, Michael, Jr ... Rept. 1139—799, 800, 862
Kane, Joseph G ... Rept. 1417—107, 108, 117

Page
Kanner, David ... Rept. 621—408
Kaplan, Arthur G ... Rept. 1139—741, 742, 782
Kaplan, Dave ... Rept. 1417—295, 296
Kaplan, Irving ... Rept. 621—225, 275, 330, 462
Food Fair stock purchase ... Rept. 621—462, 463
Karl Ross Post, American Legion ... Rept. 1417—387, 388
Karpf, Charles ... Rept. 621—77, 80; Rept. 1139—497, 849, 866, 867
Payoff to Robert Barney Baker ... Rept. 621—77
Police record ... Rept. 621—77
Karpf, David ... Rept. 1139—773, 849–853, 854, 855
Karpis gang, machineguns supplied by Joseph Aiuppa ... Rept. 621—594
Karr, Lloyd ... Rept. 1417—261
Karsh, Harry ... Rept. 621—35–41, 43–46, 48, 55, 111, 176
Carnival workers, organizing activities ... Rept. 621—35–43, 48
Charter issued through intervention of Harold J. Gibbons ... Rept. 621—40
Collusion with Harold J. Gibbons, Joint Council 13 election Rept. 621—43–48
Taft-Hartley Act, violation of ... Rept. 621—36
Top-down organizing, coercion used ... Rept. 621—36, 39, 41–43
Union funds, disappearance of ... Rept. 621—40, 41
Union organizer, activities as ... Rept. 621—35, 36
Kasper, Eli ... Rept. 1139—765, 766
Kastel, "Dandy Phil" ... Rept. 1139—841
Katz, A. Martin ... Rept. 621—559, 560
Katz, Archie ... Rept. 1417—184, 185
Katz, Joe (Terminal Transport Co.) ... Rept. 1417—334, 335, 367
Katz, Joseph E. (attorney) ... Rept. 621—408, 500
Katz, Michael:
Englander Co. plant, Upholsterers Union picketing ... Rept. 1417—285
Picket line withdrawal, payoff for ... Rept. 1417—286
Upholsterers Union organizer ... Rept. 1417—285
Katz, Phil ... Rept. 621—626
Kauffman, Joseph ... Rept. 621—320
Kaufman, Samuel ("Petey" Mack) ... Rept. 1139—773
Kavner, Richard ... Rept. 1417—195, 196, 220; Rept. 621—49, 52, 56, 59, 60, 86, 105, 107; Rept. 1139—26, 27, 674, 675
Teamster loan to cab owners proposed ... Rept. 621—105
Kay, Jackie, Inc ... Rept. 1139—506
Kaye, Bennie ... Rept. 1139—849
Kaye, Frank ... Rept. 1139—181
Kaye, Howard Joseph:
Assault on, Operating Engineers meeting ... Rept. 1417—431
Contracts, substandard, Operating Engineers Local 542 ... Rept. 1417—431, 432
Kearney, Joseph A ... Rept. 1139—737
Keasbey & Mattison, Ambler, Pa ... Rept. 1417—150, 151
Keating, Daniel ... Rept. 1417—237, 238, 244, 245, 254, 449; Rept. 621—89, 90
Indictment by Detroit grand jury ... Rept. 621—89
Indictment, Hoffa intervention in ... Rept. 621—89, 90
Keating, William J ... Rept. 621—71, 72
Keegan, Thomas:
Business agent, local 710, IBT ... Rept. 1139—606
Overman, Cecil J., dealings ... Rept. 1139—604–607
Salary drawn from local 710, Teamsters ... Rept. 1139—607
Keen, Rosemary ... Rept. 621—543, 544
Keenan, Frank ... Rept. 1139—531–533, 537, 539, 540, 548–550, 553
Keenan, Thomas A ... Rept. 621—412, 413, 502, 504, 505
Keening Console machines ... Rept. 1139—839
Keeshin, John L. (C. A. Conklin Truck Lines) ... Rept. 1417—224; Rept. 1139—46, 47, 50, 690, 691
Favored treatment by Teamsters ... Rept. 1139—50
Hoffa, loan to ... Rept. 1417—224; Rept. 1139—46
Keeshin Transport System, Inc., quonset huts, shipped by Hoffa, freight unpaid ... Rept. 1139—691
Kefauver committee ... Rept. 621—596, 650, 674, 677
Criminals-police link, Chicago ... Rept. 621—650
Kegel, Norman ... Rept. 1139—651

Page
Kehoe, Earl ... Rept. 1417—245
Kell, Ray ... Rept. 1417—30, 32
Kelleher, Mr ... Rept. 621—386
Keller, I. M ... Rept. 1139—115, 116, 118
Kelley, John William ... Rept. 1417—28
Kelly, James P ... Rept. 1417—235, 308, 318, 319, 322-324; Rept. 621—595, 596, 598, 603-605, 627, 663
Background testimony re Restaurant Workers ... Rept. 621—595-597, 600, 601, 603-605
Kelly, John ... Rept. 1139—693
Kelly, Patricia ... Rept. 1417—319
Kelly, Ralph ... Rept. 1139—785
Kelly, Raymond J ... Rept. 621—377-379, 384-386, 420
Anti-Cohen activities, pension stopped for ... Rept. 621—385
Salary increase, offered for Cohen support ... Rept. 621—384
Teamsters Local 107 business agent fired by Cohen ... Rept. 621—384, 385
Kelly, Warren:
New York Mirror, official of ... Rept. 1139—120
Teamster newspaper strike ... Rept. 1139—121
Views expressed on Mirror payoffs ... Rept. 1139—122
Ken Garff Co., Salt Lake City ... Rept. 1417—402
Kendrick, William ... Rept. 1417—103, 105
Kennedy, Eugene ... Rept. 621—210, 211, 234, 235, 278, 290-294, 298-300, 462, 475, 477
Choosing of bargaining agent, letter protesting interference ... Rept. 621—235
Coercion of employees ... Rept. 621—234, 278, 290, 291
Representation elections, petition filed ... Rept. 621—299
Strike at A. & P. Co., Retail Clerks Local 1500 ... Rept. 621—291-293
Unfair labor practice charges, A. & P. Co ... Rept. 621—299, 300
Union organizers, A. & P. Co., campaign against ... Rept. 621—210, 211
Kennedy, Pat ... Rept. 1139—619, 620
Kennedy, Senator John F.: Findings and views, UAW, AFL-CIO ... Rept. 1139—271-278, 283-318
Kennedy, Stephen P ... Rept. 1139—878
Kenney, Mr ... Rept. 1139—121
Kennison, Pat ... Rept. 621—51, 52
Kern-Weber Corp ... Rept. 1139—93
Kerr, William Howard ... Rept. 621—605, 611
Kertes, Lucille (nee Lucille Kingston) ... Rept. 621—656
Keul, Carl ... Rept. 621—52
Kidnaping ... Rept. 621—70, 73, 79, 110
Kierdorf, Frank (deceased) ... Rept. 1417—223, 253, 291-293, 295, 299, 449; Rept. 621—4, 5; Rept. 1139—702, 706, 707
Arson resulting in death ... Rept. 621—5
Business agent, Teamsters Local 332 ... Rept. 1417—291
Ex-convict, Teamster employment of ... Rept. 1417—223
Murder, attempt to commit with car ... Rept. 621—5
NLRB election refused ... Rept. 1417—291
Police record ... Rept. 621—4, 5
Refusal to testify ... Rept. 1417—295
Shakedown of small business, Flint, Mich ... Rept. 621—4
Top-down organizing ... Rept. 1417—291
Union organizer, activity as ... Rept. 621—4, 5
Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—5
Kierdorf, Herman ... Rept. 1417—223, 253, 449; Rept. 621—2-4, 80, 675, 677-686; Rept. 1139—702
Ex-convict, Teamster employment of ... Rept. 1417—223
Hoffa appointment of Kierdorf to Joint Council 43 ... Rept. 621—675, 686
Hoffa, James R., loan from Kierdorf ... Rept. 1417—223
Lehr, Joseph, associations ... Rept. 621—679, 686
Police record ... Rept. 621—2, 675, 678
Racket-controlled overall company, pressuring customers ... Rept. 621—2-4
Release from penitentiary, intervention by Hoffa ... Rept. 621—4
Star Coverall Supply Co., salesman for ... Rept. 621—675, 679, 680, 685, 686
Union organizer, activity as ... Rept. 621—3
Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—4

Page
Kiesau, Donald F., Chicago Restaurant Association---- Rept. 621—606, 607, 623, 624, 628, 631, 640, 641, 643, 644, 662, 664
Background and financial status---- Rept. 621—640
Loans, personal, to Abraham Teitelbaum---- Rept. 621—643, 644
Payoffs condoned by---- Rept. 621—641
Unionization, success in resisting---- Rept. 621—640
Kiger, William---- Rept. 1139—400
Kimbrell, Bob---- Rept. 1139—11, 13, 16
Kimsey, Joseph---- Rept. 1417—353, 369
King, Anthony J---- Rept. 1139—256, 257, 359
King committee---- Rept. 621—625, 636
King, H. G. B---- Rept. 1417—361
King Kullen Stores:
Butchers Union Local 342, forged membership cards---- Rept. 621—243
NLRB proceedings, A. & P. card count---- Rept. 621—369
King, Les---- Rept. 1139—397
King, Rufus---- Rept. 1139—742, 743
Kings County grand jury---- Rept. 1139—770
Kings County News Co.:
Checks drawn on accounts of---- Rept. 1139—97
Weinstock, Harold, secretary of---- Rept. 1139—97
Kingston, Lucille. (*See* Lucille Kertes.)
Kingston Trap Rock Co---- Rept. 621—422
Kinner, Jack, restaurant owner:
Intimidation of, to force dues payment---- Rept. 621—666
Savings via substandard wage scale---- Rept. 621—666
Kinner's Restaurant, Chicago, Restaurant Workers Union, payoffs to Rept. 621—666
Kinsley, Marshall---- Rept. 1139—360, 397
Kippy, Ernie. (*See* Filocomo, Ernest.)
Kirby, Bays---- Rept. 1139—399
Kirie, James C---- Rept. 621—622
Kirie's Restaurant---- Rept. 621—622
Kirk, Lowell---- Rept. 1139—399
Kirk, Michael (Mike Duffy)---- Rept. 621—424
Kirnberger, Mary (*see also* Bonan Co.)---- Rept. 1139—614
Kirsch, Samuel---- Rept. 621—383, 384, 413, 421–423, 515
Shakedown for magazine ads---- Rept. 621—420–425
Kitts, W. W---- Rept. 621—53
Kitzman, Harvey---- Rept. 1139—154, 160–162, 170, 172, 175, 177, 178, 181, 184, 185, 190, 194, 204, 205, 217, 221, 223, 227, 246, 337, 340, 341
Mass picketing by UAW at Kohler---- Rept. 1139—340, 341
Strikebreaker, definition furnished---- Rept. 1139—227
UAW regional director---- Rept. 1139—154, 160, 227, 340
Klansek, John, Bakery Workers:
Discharged for submitting affidavit---- Rept. 1417—125
Philipsborn, Col. Martin, Jr., contract negotiations---- Rept. 1417—125, 128
Klas Restaurant---- Rept. 621—619
Klayman, Max:
Finder's fee, concealment of payment---- Rept. 621—99
Finder's fee received---- Rept. 621—99
Klean Linen Co---- Rept. 621—674, 676, 686
Discontinuance of business---- Rept. 621—674
Klebba, Herman J---- Rept. 1139—782
Kleiler, Frank---- Rept. 1139—28, 31
Klein, Gen. Julius---- Rept. 1139—623
Klein, Walter---- Rept. 1139—874
Kleinman, Aaron---- Rept. 1417—171, 199, 218; Rept. 1139—755
Klenert, Lloyd (*see also* Textile Workers)---- Rept. 1417—132–162; Rept. 1139—877
Fund raising to cover expenditures---- Rept. 1417—149–154
Funds:
Control of---- Rept. 1417—132
Misuse of, personal purchases---- Rept. 1417—132, 142–147, 157
Misuse of, purchase of house---- Rept. 1417—132, 134, 135
Hotel bills include personal purchases---- Rept. 1417—157, 158
Loans to Klenert; interest paid---- Rept. 1417—149–152
Resignation as union officer---- Rept. 1417—131, 132, 159
Trust created for loan collateral---- Rept. 1417—139

Page
Kline, Frank ... Rept. 1139—678–681
Klinge, Richard ... Rept. 1417—35, 39, 58
Klinger, John A ... Rept. 1139—600
Klinghoffer, Sam ... Rept. 1139—98
Knab Co., Kohler fixture installation, labor difficulty ... Rept. 1139—256, 359
Knackert, Rev. Anthony J ... Rept. 1139—364
"Knadles" (Irving Nitzberg) ... Rept. 1139—772
Knee, Robert ... Rept. 1139—714, 715
Knight, Clifford ... Rept. 621—681, 685
Knight, Steven ... Rept. 1417—118
Knoxville, Tenn., Police Department, law enforcement, labor violence Rept. 1417—336
Koban Distributing Co ... Rept. 1139—775
Kofkin, Oscar ... Rept. 1139—521, 523, 525, 565, 566
Teamster funds, misuse of:
Caribbean tour ... Rept. 1139—521
Washington trip for Hoffa trial ... Rept. 1139—521
Vice president, Teamsters Local 777, police record ... Rept. 1139—523
Kohler Co. (*see also* Kohler-UAW strike; *also* United Automobile Workers, CIO; *also* Reuther, Walter; *also* Conger, Lyman C.) ... Rept. 1417—461; Rept. 1139—141–145, 147, 148, 152–155, 157–164, 166–168, 170–182, 184–186, 188–198, 201, 202, 204, 206, 208, 209, 211, 213, 215–222, 224–228, 230–232, 234–241, 243–245, 247–261, 263, 264, 266–269, 271–281, 283, 285, 289, 310, 320–324, 330, 334–338, 340–346, 348, 351, 352, 354–361, 363–365, 367, 368, 370, 371, 374, 375, 377–382, 386, 387, 393, 404, 405, 436, 437, 452, 871.
American Club, strikers evicted from ... Rept. 1139—228, 229
Arbitration, failure of ... Rept. 1139—169
Arsenal listed ... Rept. 1139—192
Background ... Rept. 1139—141, 143
Biever, Edmund J., plant manager *see also* Biever ... Rept. 1139—144
Boycott effected against UAW ... Rept. 1139—254
Boycott felt on government level ... Rept. 1139—252, 253
Burkhart smear attempts ... Rept. 1139—210, 211
Business decline ... Rept. 1139—215
Clay boat incident ... Rept. 1139—231–245
Complaint to NLRB ... Rept. 1139—244
Clay uses at plant ... Rept. 1139—232
Company friends, legal fees paid ... Rept. 1139—206
Competitor contracts, refusal to consider ... Rept. 1139—226
Compromise, proposed, rejected by Kohler ... Rept. 1139—189
Contract with UAW:
Breakdown ... Rept. 1139—160, 161, 174, 175
Interpretation ... Rept. 1139—161
Kohler offer ... Rept. 1139—173
Negotiations, summary ... Rept. 1139—172, 173
UAW demands ... Rept. 1139—173
Detective agencies, hiring of, justification ... Rept. 1139—207, 208
Detective agency fees paid ... Rept. 1139—206
Detectives:
Checking new employees ... Rept. 1139—226
Spy charges ... Rept. 1139—207
Employee benefits ... Rept. 1139—334
Employee chronology before and after strike ... Rept. 1139—143, 174, 175
Employees:
Conflicting viewpoints ... Rept. 1139—180
Discharged for union activities ... Rept. 1139—157
On strike, replacement of ... Rept. 1139—226
Employment of informant in union soup kitchen ... Rept. 1139—207
Employment turnover during strike ... Rept. 1139—267
Enamel shop:
Basic operations and conditions ... Rept. 1139—164–166
Problems, company solutions ... Rept. 1139—156, 166
Firearms purchase ... Rept. 1139—160, 192
Good faith bargaining, disputed topic ... Rept. 1139—224

Kohler Co.—Continued Page
Governor's proposals refused by ... Rept. 1139—205
Grievance procedures ... Rept. 1139—169
Insurance, employees and dependents ... Rept. 1139—267
Kohler Village police, special concessions ... Rept. 1139—186
Kohler Workers Association, support of ... Rept. 1139—145
Madson Detective Agency, services purchased ... Rept. 1139—206
Maternity leave, denial of ... Rept. 1139—168
Movies presented as evidence ... Rept. 1139—184
NLRB election, KWA 2-to-1 victor ... Rept. 1139—145
NLRB hearing preparation ... Rept. 1139—209, 210, 212, 213
Negotiation continuance, accepted by ... Rept. 1139—189
Negotiations:
During strike, refusal ... Rept. 1139—182
Rehiring strikers ... Rept. 1139—223
Difficulties with UAW ... Rept. 1139—159
Negotiators, refusal to meet with union ... Rept. 1139—189
Nonstriking employees home receptions ... Rept. 1139—217, 218
Open shop demands on UAW ... Rept. 1139—194
Pay and benefits comparison, competitors ... Rept. 1139—160, 161, 171, 172
Pay comparisons on statewide scale ... Rept. 1139—171
Pay scales summarized ... Rept. 1139—170, 171
Photographers at union gatherings ... Rept. 1139—218
Plant capacity and production ... Rept. 1139—262
Propaganda re UAW before NLRB election ... Rept. 1139—157
Reuther statement on law violations ... Rept. 1139—190
Safety inspection of plant ... Rept. 1139—168
Schindler, Raymond, hired by ... Rept. 1139—206
Seniority in job placement not practiced ... Rept. 1139—168
Sheboygan area influence ... Rept. 1139—201
Sheboygan (city), suit re police protection ... Rept. 1139—233
Sheboygan County, $3,400 damages paid Kohler ... Rept. 1139—152
Sheriff deputy status of Kohler officials ... Rept. 1139—190, 191
Silicosis problem ... Rept. 1139—162, 163
Size of ... Rept. 1139—334
Strike:
Closed by ... Rept. 1139—177
Cost of ... Rept. 1139—264
Employee support ... Rept. 1139—177
Incident file ... Rept. 1139—213
Information bulletins ... Rept. 1139—214, 215
Materials purchased, chronology ... Rept. 1139—160, 174, 175
Trouble anticipated ... Rept. 1139—160, 174, 175
Unconditional surrender demanded of UAW ... Rept. 1139—217
Striking employees fired, list ... Rept. 1139—229
Taft-Hartley violation, accusation of ... Rept. 1139—156
Tear gas storage within plant ... Rept. 1139—191
Tear gas supply transferred to Kohler police ... Rept. 1139—191
UAW-AFL, relations with ... Rept. 1139—158
UAW boycott of products, effect ... Rept. 1139—261, 262
UAW election victory, refusal to recognize ... Rept. 1139—157
UAW informants within plant ... Rept. 1139—215, 216
UAW-Kohler viewpoints, clash of ... Rept. 1139—142
UAW Local 833, complaint against ... Rept. 1139—188
UAW negotiations, failure of ... Rept. 1139—175, 216, 217
UAW representation challenged ... Rept. 1139—229, 230
Unfair labor practice charge filed against ... Rept. 1139—154, 205, 216
Union, independent, formation ... Rept. 1139—206
Union officers, investigations of ... Rept. 1139—209, 210
Union shop, refusal to concede ... Rept. 1139—161, 162
Union surveillance program ... Rept. 1139—168, 169
Vandalism and violence, list ... Rept. 1139—196
Vandalism:
Employees, Kohler reimbursement to ... Rept. 1139—195
Record of ... Rept. 1139—462–484
Village maintained for employees ... Rept. 1139—143
Violence, history of ... Rept. 1139—185

Page

Kohler Co.—Continued
Violence to nonemployees, Kohler reimbursement.... Rept. 1139—250, 251
Wage issue views.... Rept. 1139—170
Wage offer.... Rept. 1139—221, 222
Wisconsin Employment Relations Board, complaints to.... Rept. 1139—219
Witnesses for company re picket line makeup.... Rept. 1139—181
Working conditions compared with competitors.... Rept. 1139—166
Working hazards summarized.... Rept. 1139—167, 168
Kohler-Federal Union strike of 1934:
AFL recognition efforts, primer of.... Rept. 1139—145
Armored trucks, company use of.... Rept. 1139—147
Casualties listed.... Rept. 1139—145, 150, 160
Causes for strike disputed.... Rept. 1139—145
Gunfire deaths, coroner's inquest.... Rept. 1139—152, 160
Lawsuits against Kohler.... Rept. 1139—152
Rock throwing incident; riots.... Rept. 1139—147, 148
Shootings.... Rept. 1139—145, 150, 160
Strike of 1954, effect on.... Rept. 1139—145, 160
Strikers, attack on.... Rept. 1139—149, 150
Violence.... Rept. 1139—147–152
Kohler, Gov. Walter J.... Rept. 1139—186, 204, 205, 215
Kohler Co. president, nephew of.... Rept. 1139—186, 204
Police, assistance requested.... Rept. 1139—186
Proposal submitted re strike solution.... Rept. 1139—205
Kohler, Herbert V.... Rept. 1139—161, 166, 168, 184, 190, 195, 207, 215, 216, 222, 224, 229, 230, 254, 265, 267
Bargaining, refusal to.... Rept. 1139—229
President, Kohler Co.... Rept. 1139—161
Strike, causes of.... Rept. 1139—161
Strike settlement efforts by Judge Murphy.... Rept. 1139—224
UAW, charges against.... Rept. 1139—265
Working conditions at Kohler.... Rept. 1139—161
Kohler Pavilion (*see also* Rocky Knoll).... Rept. 1139—163
Kohler–UAW strike (*see also* Conger, Lyman C.; *also* Kohler Co.; *also* Mazey, Emil:
Arrests.... Rept. 1139—187
Basic issues.... Rept. 1139—335
Beginning, April 5, 1954.... Rept. 1139—143
Chronology.... Rept. 1139—141
Clay boat incident:
Dock picketed by union.... Rept. 1139—236
Employee beaten.... Rept. 1139—239
Equipment damaged.... Rept. 1139—239
Participation of union officers.... Rept. 1139—234
Persons involved.... Rept. 1139—234
Property damage.... Rept. 1139—244
Contract negotiations broken off by Kohler.... Rept. 1139—194
Findings by Senators McClellan, Kennedy, Ervin, and Church.... Rept. 1139—271–278
Funds for support of strike.... Rept. 1139—177
Issues, unresolved, lists of.... Rept. 1139—265–267
Kohler reasons for.... Rept. 1139—161, 162
Mass picketing:
54 days.... Rept. 1139—190
Reasons for.... Rept. 1139—177, 336, 340
Murphy, Judge, attempt to settle.... Rept. 1139—221
National Labor Relations Board. (*See* National Labor Relations Board.)
Nonstrikers, efforts to enter plant.... Rept. 1139—178
Picket line:
Activity.... Rept. 1139—179, 180
Conduct.... Rept. 1139—178, 179
Numbers restricted by WERB.... Rept. 1139—189
Police assistance to nonstrikers.... Rept. 1139—186, 187
Prime reasons for.... Rept. 1139—162, 168, 170
Results of conflict.... Rept. 1139—141, 142
Rumors spread.... Rept. 1139—215, 216

Kohler–UAW strike—Continued Page
Settlement prospects ... Rept. 1139—204
Sheboygan citizens, effect on ... Rept. 1139—142
Strikebreakers, employment of ... Rept. 1139—227, 228
Strikers, attitude of ... Rept. 1139—228, 229
Termination of dispute, possibilities of ... Rept. 1139—269
Union international representatives, position maintained ... Rept. 1139—336, 337
Union sympathizers join picket line ... Rept. 1139—181
United Auto Workers reasons for strike ... Rept. 1139—162
Vandalism:
General ... Rept. 1139—196, 197, 225, 347, 358, 359, 368
List, breakdown ... Rept. 1139—196, 197, 225
Police action ... Rept. 1139—197
Views by Senators Capehart, Curtis, Goldwater, and Mundt ... Rept. 1139—320–332
Violence:
Nonemployees of Kohler, against ... Rept. 1139—250, 251, 358
Nonstrikers, against ... Rept. 1139—194, 195, 224, 225
Strikers, against ... Rept. 1139—224
Third parties, against ... Rept. 1139—347, 358
Truckers, against ... Rept. 1139—358, 359
Wall Street Journal, strike comment ... Rept. 1139—216
Wisconsin State law re strikes ... Rept. 1139—339, 340
Kohler Village ... Rept. 1139—143, 145, 149, 158, 164, 185, 193, 200, 201, 232, 245, 272, 276
Background and description ... Rept. 1139—143
Police situation, 1934 strike ... Rept. 1139—145, 146, 149–152
UAW viewpoint ... Rept. 1139—143
Kohler Village Board, makeup and membership ... Rept. 1139—158
Kohler Village Police:
Capelle, Waldemer G., chief ... Rept. 1139—158
Machineguns and tear gas, right of possession ... Rept. 1139—159
Personnel increase; possible labor difficulties ... Rept. 1139—158, 159, 185, 186
Training program ... Rept. 1139—158, 159
Kohler, Walter, Sr.:
President of Kohler Co., 1934 ... Rept. 1139—147, 148
Riot, anticipated ... Rept. 1139—148
Kohler Women's Club ... Rept. 1139—206
Kohler Workers Association (KWA) ... Rept. 1139—144, 145, 148, 153–157, 159, 206, 276
Company union, alleged ... Rept. 1139—145
Formation and history ... Rept. 1139—144, 145
Independent status, question of ... Rept. 1139—145
Officers of ... Rept. 1139—154
UAW attitude ... Rept. 1139—144, 145
UAW versus KWA, elections ... Rept. 1139—155
Kohlerian, union publication ... Rept. 1139—160, 161, 216, 226, 246, 259
Kohn, Aaron ... Rept. 1139—837, 838, 840, 841, 879
Kolbe, Harold ... Rept. 1139—444
Kollner Stores:
Butchers Union Local 342, forged membership application cards ... Rept. 621—243
NLRB proceedings, A. & P. card count ... Rept. 621—369
Konec, John ... Rept. 1139—176, 178, 180, 227, 232, 233
Chief picket captain for local 833, UAW ... Rept. 1139—176
Kohler employees, strike attitude ... Rept. 1139—180
Picket line order ... Rept. 1139—178
Picket line rules, laid down by ... Rept. 1139—176
Picketing the clay boat before docking ... Rept. 1139—233
Konowe, Joseph ... Rept. 1139—688
Konya, Paul ... Rept. 1417—408
Kool-Vent Awning Co ... Rept. 1139—814, 815
Koota, David ... Rept. 621—520–523, 526
Advertising, soliciting of ... Rept. 621—520–524
Koota, Richard (Richard Rogers), police record ... Rept. 621—523, 524
Kopcha, Dr. Joseph, realty transactions, Gary, Ind ... Rept. 621—560

Page
Kopecky, George M ... Rept. 621—313, 314, 317, 335, 338–340, 343, 346, 347, 354; Rept. 1139—115, 116, 124, 659, 663.
Annuities to Butchers Union officials ... Rept. 621—339, 340, 346
Deercrest Country Club, financing of ... Rept. 621—313, 314
Reading Tube transaction ... Rept. 621—317
Stanwich Crest Realty Corp ... Rept. 621—313, 314
Union car transactions ... Rept. 621—335
Koren, Rev. Louis ... Rept. 1139—364
Korhn, Vernon F ... Rept. 621—46, 47
Korkus, Edwin F ... Rept. 1139—106
Korshak, Sidney R ... Rept. 1417—286, 287; Rept. 621—168
Union Casualty stock sale, money received from ... Rept. 621—168
Kotlarz, Mrs. Pauline ... Rept. 1139—795
Kouba, Lou ... Rept. 621—612, 613, 624, 625
Kovolick, Phil ... Rept. 621—8; Rept. 1139—661
Kralstein, Max ... Rept. 1417—110–113, 125, 130, 131
Bakery Workers Local 3, merger of six locals ... Rept. 1417—110
Testimonial dinner:
Cash, $57,000, and gifts received ... Rept. 1417—110
Contributions by employers ... Rept. 1417—112, 113
Fund-raising methods ... Rept. 1417—110–113
House, purchase of ... Rept. 1417—110
Income tax, nonpayment on gifts ... Rept. 1417—112, 113
Soliciting, ads, ticket sales, contributions ... Rept. 1417—110–113
Kramer, J. Albert ... Rept. 621—440–442, 458
Kramer, Joseph:
Donation for Max Kralstein dinner ... Rept. 1417—111, 112
Violence from pickets, Bakery Workers ... Rept. 1417—111
Krause, A. Frank, Jr ... Rept. 1417—145, 146
Kreuz, Laida, straw party for Valente and Klenert mortgages ... Rept. 1417—139
Krieger, Stewart: Teamster salary while K. & L. Beverage Co. bookkeeper ... Rept. 1417—74, 75
Kritch, Joseph: Salesman for Sun Valley, Fla ... Rept. 1417—227
Krupinsky, Mickey ... Rept. 1139—47
Kruse, Lesley ... Rept. 621—653
Kucela, E. J.:
Regional director, Region 3, UAW ... Rept. 1139—396
UAW representative at mayor's meeting ... Rept. 1139—396
Kuempel, Harold E ... Rept. 1139—255
Kuhn, Joseph ... Rept. 621—541, 542
Kunis, A. Maxwell ... Rept. 621—121, 132, 133, 167, 201
Background ... Rept. 621—167
Central States insurance bid, manipulation of premium rates ... Rept. 621—121
Positions held or services performed, conflicts of interest ... Rept. 621—167
Kurtz, James ... Rept. 1139—231
Kushner, Abe ... Rept. 1139—814, 815, 819
Kushner, Ben ... Rept. 621—540
Kuszewski, Lt. Henry ... Rept. 1139—210, 211
Kutlowitz, Moe ... Rept. 1139—754

L

L. G. Carriers Co ... Rept. 1139—502
L. & H. Transportation Co.:
Intimidation of, by Teamsters Local 560 officers ... Rept. 1139—670
Payoffs, discontinuance brings labor trouble ... Rept. 1139—670
Shakedown by Teamsters for labor peace ... Rept. 1139—669, 670
L. & P. Milk Co ... Rept. 621—654
Labor, Department of ... Rept. 1139—752, 753, 867, 878
Labor field infiltration by hoodlums, reasons for ... Rept. 1139—497, 498
Labor Health Institute, Butchers Union ... Rept. 621—310, 339–341, 351, 369; Rept. 1139—877
Block, Louis, administrator ... Rept. 621—310, 339
Welfare funds, maintained by ... Rept. 621—339, 341
Labor-Management Relations Act of 1947. (*See* Taft-Hartley Act.)

Page
Labor-Management Reporting and Disclosure Act---------- **Rept. 1139**—68, 70, 71, 279, 731, 869, 870
Labor Rackets Committee. (*See* Senate Select Committee.)
Labor Relations Associates (*see also* Jackson, Louis; *also* Kamenow, George; *also* Shefferman, Nathan W.)---------- **Rept. 1417**—255–260, 262, 263, 267, 269, 271, 272, 274, 276, 278, 279, 281–283, 288, 291–293, 296–299, 452, 459–461; **Rept. 621**—13, 685; **Rept. 1139**—871, 877.
Allstate Insurance Co.:
Antiunion drive, cost of---------- **Rept. 1417**—288
NLRB election, union defeated---------- **Rept. 1417**—288
Vote "No" committee organized---------- **Rept. 1417**—288
Antiunion activity of---------- **Rept. 1417**—256–258, 267, 283
Antiunion employee committees, use of---------- **Rept. 1417**—256, 260–262, 267–272, 278, 282
Background---------- **Rept. 1417**—255
Englander Co.:
Upholsterers organizer given job---------- **Rept. 1417**—286
Upholsterers picket line withdrawn---------- **Rept. 1417**—285, 286
Friendly unions, substitution of---------- **Rept. 1417**—256, 265, 266
Kamenow, George, shakedown efforts---------- **Rept. 1417**—290–296
Mennen Co.:
Conflict of testimony---------- **Rept. 1417**—289, 290
Deauthorization drive, UAW–AFL---------- **Rept. 1417**—288
Employee card files, union attitude---------- **Rept. 1417**—289
Jackson, Louis, activities---------- **Rept. 1417**—288
Rotating committee organized---------- **Rept. 1417**—289
Morale surveys, use of---------- **Rept. 1417**—256
Morton Frozen Food Co.:
Bakery Workers, company support---------- **Rept. 1417**—262
Bakery Workers organization promoted---------- **Rept. 1417**—260–266
Employee rewarded for spontaneous committee organization **Rept. 1417**—260
Friendly union organization promoted---------- **Rept. 1417**—259–263
Packinghouse Workers Union---------- **Rept. 1417**—259
Payments to LRA---------- **Rept. 1417**—262
Sham negotiating committee, efforts to establish---------- **Rept. 1417**—263
"We, the Morton Workers" committee organized---------- **Rept. 1417**—259–262
Organizing fees paid by Sears---------- **Rept. 1417**—256
Rotating employee committees, use of---------- **Rept. 1417**—256, 257
Sears, Roebuck & Co.:
Charges, unfair labor practices---------- **Rept. 1417**—277, 280
Confusion tactics employed---------- **Rept. 1417**—281
Independent company union, efforts to maintain---------- **Rept. 1417**—275–279
Payments to LRA---------- **Rept. 1417**—274
Taft-Hartley violations, legal opinions---------- **Rept. 1417**—256–258
Unions, aid to employers in opposing---------- **Rept. 1417**—257, 267
Vote "No" committees, unfair labor practice---------- **Rept. 1417**—257
Whirlpool Corp.:
Corporation aid in fighting unions---------- **Rept. 1417**—268, 269
Expenditures, high, prior to election---------- **Rept. 1417**—271, 273
Payments to LRA, $71,000---------- **Rept. 1417**—272
"Spontaneous committee" with company backing---------- **Rept. 1417**—267, 271
Union, opposition to---------- **Rept. 1417**—267, 268, 271
Vote "No" committee, formation of---------- **Rept. 1417**—271, 272
Labor violence, Tennessee:
Chart, five-State area---------- **Rept. 1417**—331
Cost of---------- **Rept. 1417**—331, 332
Law enforcement---------- **Rept. 1417**—331, 341, 342
Labriola, Paul "Needlenose" (deceased)---------- **Rept. 621**—595, 597, 598, 646, 648, 649, 674
Dallas, Tex., racketeering in---------- **Rept. 621**—597
Gangland slaying of---------- **Rept. 621**—595, 648
Restaurant and tavern association; organizer for crime syndicate **Rept. 621**—646–649, 652
Teitelbaum, Abraham, murder plot---------- **Rept. 621**—646
Underworld connections---------- **Rept. 621**—595, 652

Page
Labrutto, Joseph ... Rept. 1139—616, 624, 625
Lacey, Martin ... Rept. 1417—199–202, 206, 210, 211; Rept. 621—292
Phony locals, chartering of ... Rept. 1417—200–202
Teamsters Joint Council 16 election ... Rept. 1417—206–211
Bribe offer ... Rept. 1417—210
Court appeal ... Rept. 1417—211
Withdrawal ... Rept. 1417—211
Lacey, Michael ... Rept. 1139—413
LaDuca, Charles ... Rept. 1139—501
LaDuca, James V ... Rept. 1139—490, 491, 493, 494, 501, 502
Activities, summary of ... Rept. 1139—501, 502
Apalachin, N.Y., meeting, attendance ... Rept. 1139—493, 494
LaFayette, Paul ... Rept. 621—460, 473, 474; Rept. 1139—745, 748, 859
Food Fair, gratuity from ... Rept. 621—460–462
LaFollette committee. (*See* Senate Civil Liberties Committee.)
Laird, John ... Rept. 1139—399
Lake County, Ind. (*See* Coin-operated machines, Lake County.)
Lake 13 Hunting and Fishing Club ... Rept. 1417—232, 241; Rept. 1139—689, 690
Owners, Mrs. Hoffa and Mrs. Brennan ... Rept. 1139—689
Quonset huts:
Purchased by Teamsters Local 299 ... Rept. 1139—689
Reimbursement, partial ... Rept. 1139—690
Lakeside Specialty Co ... Rept. 1139—810–812
Lakeview Trust & Savings Co., Chicago ... Rept. 1417—229
Lambert, William ... Rept. 1417—7
Lamotto, Mr ... Rept. 1139—753, 754
Lamston's (chainstore), garbage collection, Teamsters pickets support General Sanitation Co ... Rept. 1417—319
Land, Boyce ... Rept. 1139—337
Land, Teddy ... Rept. 1139—503
Land fraud, Stockton, Calif. (*See* Operating Engineers Local 150, and individuals involved.)
Landa, Alfons ... Rept. 1417—66, 68, 69, 87
Beck, David D., dividends and profit, Fruehauf stock ... Rept. 1417—68, 69
Landis, Harry ... Rept. 621—329
Landreth, Burnett, III ... Rept. 621—421
Landreth, Geneva ... Rept. 1139—398
Landrum-Griffin bill ... Rept. 1139—869
Landye, Jim ... Rept. 1417—20
Lane, Glenn ... Rept. 1139—843
Lane, Roy C.:
President, local 200, Teamsters ... Rept. 1139—249
UAW boycott of Kohler products ... Rept. 1139—249
Lang, Joseph, owner of Lang News Co ... Rept. 1139—97
Lang News Co., cash withdrawals, unsupported ... Rept. 1139—97, 98
Lang, Sonya ... Rept. 1139—772
Langdon, Frank E ... Rept. 1417—373
Langenbacher, Irwin "Count" ... Rept. 1139—82, 90, 656, 880
Cab recovered from Mississippi River, St. Louis ... Rept. 621—60
Langer, Abraham ... Rept. 1139—98
Langer, Al, News Delivery Corp ... Rept. 1139—98
Langley, Fred ... Rept. 1417—9–11
Langley, James ... Rept. 1417—248; Rept. 1139—832
Langley, William ... Rept. 1417—7
9, 11–13, 23, 24, 26, 30, 33–38, 40, 58; Rept. 1139—872
Lano, Sam ... Rept. 1139—855
Lanphar Co., Detroit, Mich ... Rept. 1417—75, 76, 80
Lansky, Meyer ... Rept. 621—71, 75, 78; Rept. 1139—111, 505, 508, 739–741, 746, 747, 751, 766, 771–773, 859
Lantz, Conrad ... Rept. 621—118, 119
Lanutti, Joe ... Rept. 1139—677
Lapensohn, Benjamin (*see also* Blank, Samuel) ... Rept. 621—379, 381, 383, 384, 389, 392, 394–396, 398, 406, 407, 409, 411, 413–415, 418–428, 430–432, 439, 442, 450–457, 459–466, 468–473, 477, 479, 513–516; Rept. 1139—873.

Lapensohn, Benjamin—Continued
Blank, Samuel: Page
Financial dealings with ... Rept. 621—451–455
Tieup with as fixer ... Rept. 621—439–479
Checks, unexplained, to Raymond Cohen ... Rept. 621—406
Cohen-appointed fixer, Teamsters Local 107 ... Rept. 621—383, 394, 395, 414, 418, 420, 431, 472, 477
Fixer in Food Fair contract ... Rept. 621—431–451, 472, 477
Forgery and larceny ... Rept. 621—425, 426
Payments received from Teamsters Local 107 ... Rept. 621—420
Payments to, for labor peace ... Rept. 621—422
Payoffs to, by Julius Wolfson ... Rept. 621—394, 395, 420
Rolee Publications, Inc.:
Contributions under false pretenses ... Rept. 621—429–431
Funds, diversion of ... Rept. 621—425, 426, 430
Shakedown by veiled threats ... Rept. 621—424, 425, 429, 430
Shakedown by labor trouble threats ... Rept. 621—420–432, 472
Stock, Food Fair, manipulations ... Rept. 621—460, 464–470, 477, 479
Subpena dodging ... Rept. 621—420
LaPietra, Mr ... Rept. 621—647
LaPoma, Nugent ... Rept. 1417—51
LaPorte, Frank ... Rept. 621—596
Larasso, Louis Anthony ... Rept. 1139—494, 496, 502
Activities, summary of ... Rept. 1139—502
Apalachin, N.Y., meeting, attendance ... Rept. 1139—494, 502
Lardino, Danny ... Rept. 621—594, 597, 598, 603, 669, 670, 673
Contempt citation recommended ... Rept. 621—670
Lardino, John (Edward Nardi), local 593, Miscellaneous Workers ... Rept. 621—594, 596–598, 603, 625, 635, 637, 646, 661, 669, 670, 673
Associates, crime syndicate ... Rept. 621—594, 596, 598
Contempt citation recommended ... Rept. 621—670
Control of local union ... Rept. 621—596
Picket line payroll, padding of ... Rept. 621—635, 636, 673
Police record ... Rept. 621—594, 596
Resignation of ... Rept. 621—669
Safe-deposit box contents ... Rept. 621—669
Wages received ... Rept. 621—669
Larkum, James D ... Rept. 621—604
Larner, Hyman (also known as Red Waterfall) ... Rept. 1139—781–784, 860
LaRocca, John S ... Rept. 1139—816, 817
LaRocco, Joseph ... Rept. 1139—752
LaRue, Jack ... Rept. 1139—637
La Salle National Bank ... Rept. 1139—545, 553
Las Vegas, Nev., sheriff's office ... Rept. 1139—878
Lascari, Mike ... Rept. 1139—505
Lasko, Albert W ... Rept. 1417—21
LaTempa, Pete ... Rept. 1139—500
Latriano, Biagio ... Rept. 1139—763, 764
Lattanzio, Louis ... Rept. 1417—429, 430
Laundry Workers (Laundry Workers International Union):
Local 12 ... Rept. 1139—756
Local 284:
Investment in World Wide Press ... Rept. 621—528
Welfare fund, disposition of ... Rept. 621—528, 529
Lavery, Harry W ... Rept. 1417—428, 431, 440
LaVigne, Sam ... Rept. 1139—825
Lawrence, John, Jr ... Rept. 1139—99–102, 109, 110, 874
Business agent for Deliverers' Union ... Rept. 1139—101, 102
Convicted for property damage ... Rept. 1139—101, 102, 109
Leach, Andrew (*see also* Operating Engineers Local 399) ... Rept. 1417—435, 436, 441
Funds, misuse of, Operating Engineers Local 399 ... Rept. 1417—435, 436
Personal items, cost to union ... Rept. 1417—435, 436
Leahy, Elizabeth Cecelia ... Rept. 1417—384
Lederer, Livingston, Kahn & Adsit ... Rept. 1417—256
Lee, Robert ... Rept. 621—393, 394

Page
Lee, Robert, Pontiac, Penn Valley, Pa---- Rept. 621—393
Picket line, cost of---- Rept. 621—394
Picketing of, illegal---- Rept. 621—393
Vandalism, acid on cars---- Rept. 621—394
Vandalism, police reports, no arrests---- Rept. 621—394
Lee Way Motor Freight---- Rept. 1139—7, 11, 12, 16
Arson by Buck Owens---- Rept. 1139—12
Leedom, Boyd---- Rept. 1417—257; Rept. 1139—28, 30–32
Leeka, Verl---- Rept. 1139—399
Lees, Irving---- Rept. 1139—651
Lees, Max---- Rept. 1417—218
Leff, Philip---- Rept. 1417—151
Lefkowitz, Mrs. Eleanor---- Rept. 621—424–426
Legal ethics, dual representation, unions, members and officers- Rept. 621—479–513
Legislative recommendations (*see also* Senate Select Committee: Legislative recommendations):
Senate Select Committee---- Rept. 1417—450–453
Wilkins, Louis---- Rept. 1417—410, 411
Legnuts, George (Jack Thompson)---- Rept. 621—13
Leheney Memorial Foundation, diversion of funds, Beck and Hedlund Rept. 1417—80, 81
Leheney, Ray---- Rept. 1417—63, 80, 85, 87
Leheney, Mrs. Ray---- Rept. 1417—80, 81
Lehman, Stanley J---- Rept. 1139—99, 101, 102, 109, 110, 874
Convicted for property damage---- Rept. 1139—101, 102
Treasurer of Deliverers' Union, New York---- Rept. 1139—101
Lehr, Joseph---- Rept. 621—674–676, 679–684, 686
Dawson, Mrs. Nancy, dealings with---- Rept. 621—680, 686
Kierdorf, Herman, associations---- Rept. 621—679, 680
Meli, Vincent, associations---- Rept. 621—686
Perjury, allegation of---- Rept. 621—686
Star Coverall Supply Co., part owner of---- Rept. 621—674, 681
Leibe, A. D---- Rept. 621—653
LeMieux, George---- Rept. 1139—230, 231
Lent, Edward---- Rept. 1417—314
Lentino, Frank---- Rept. 1417—427, 428
Leonardi, Danny---- Rept. 621—617, 619, 621–624, 670, 673
Restaurant Workers Local 450:
Employees, intimidation of---- Rept. 621—621–624
Employers, threats to---- Rept. 621—623
Leone, Jerry---- Rept. 1417—427
Leone, Nicholas, police record---- Rept. 1139—755
Leonetti, Tommy---- Rept. 1139—780, 781
Lepke-Gurrah mob---- Rept. 1139—661, 771
Lera, Larry---- Rept. 621—180
Letts, Judge F. Dickinson---- Rept. 621—2; Rept. 1139—615–619, 621–626, 711
Board of Monitors, appointment---- Rept. 621—2
Petition for clarification of powers---- Rept. 1139—619
Levenberg, Norman---- Rept. 621—559, 560
Lever, Paul---- Rept. 1417—355, 356, 368
Levine, Benjamin---- Rept. 1139—506
Levine, Daniel---- Rept. 621—98
Levine, Edward H---- Rept. 1139—684, 685
Levine, Irving J---- Rept. 1417—72, 73
K & L Beverage Co., partner with Dave Beck, Jr---- Rept. 1417—73
Levine, Milton---- Rept. 1417—171, 199, 218; Rept. 1139—876
Levine, "Red"---- Rept. 1139—773
Levine, Solomon---- Rept. 1139—98, 106
Levinson, Harry F---- Rept. 1139—701
Lewis, Alfred---- Rept. 621—170
Lewis, Clinton---- Rept. 1417—243
Lewis, Edwin O---- Rept. 621—482
Lewis, John L---- Rept. 1417—150
Lewis, M. K., Jr---- Rept. 1139—639
Lewis, Robert F---- Rept. 621—43–46

Page
Lewis, Tommy ... Rept. 621—566–568
Leyden, Jim ... Rept. 621—448
Libco, Inc ... Rept. 1139—101, 109
Liberty Bank, Pittston, Pa. ... Rept. 1139—829
Liberty National Bank, Washington, D.C ... Rept. 1417—136–138
Licari, James (*see also* Carters Land Fill Corp.) ... Rept. 1417—324, 330
Licata, Carlo ... Rept. 1139—498
Licata, Nick ... Rept. 1139—498
Licavoli, Peter ... Rept. 1417—245; Rept. 621—21, 675–677, 686; Rept. 1139—874
Biography ... Rept. 621—677
Business interests ... Rept. 621—677
Financial dealings ... Rept. 621—677
Income tax evasion, conviction of ... Rept. 621—677
Numbers racket connections ... Rept. 621—677
Police record ... Rept. 621—677
Lichtenstein, Abraham "Augie" ... Rept. 1139—771, 773
Lichtman, Charles ... Rept. 1139—746
Lick, C. J ... Rept. 1417—82
Lilly Tulip Cup Co.:
Associated Paper Co. contract ... Rept. 1139—127
Commission paid Connie Noonan ... Rept. 1139—127
Lincoln Heights Restaurant, Chicago ... Rept. 621—655, 656
Lind, John ... Rept. 1417—281
Lindekugel, Paul ... Rept. 1139—214
Lindeloff, Robert ... Rept. 1139—781, 784
Lindholm, Kenneth ... Rept. 1417—33
Lindsay Construction Co ... Rept. 1417—68
Lindsay, Gordon ... Rept. 1417—51
Lindsay, Harry ... Rept. 621—392
Lindsay, John, contractor ... Rept. 1417—57, 58, 61, 63, 66
Beck, David D.:
Teamster funds for private construction ... Rept. 1417—57, 58, 61, 63
Teamster funds, swimming pool ... Rept. 1417—57, 58, 61, 63
Lindsay, Mrs. Gordon ... Rept. 1417—51
Link Co ... Rept. 1139—261
Linn, Bernard ... Rept. 1139—771
Linteau, Louis ... Rept. 1417—237–239, 244, 254, 449
Linton Construction Co.:
Beck, David D., real estate transactions ... Rept. 1417—81
Hedlund, Donol, real estate transactions ... Rept. 1417—81
Loans of Teamster funds ... Rept. 1417—81
Linton, Jess ... Rept. 1417—81
Linton's Restaurant ... Rept. 621—387
Linzer, Louis ... Rept. 1139—547, 548
Lippel, Harold ... Rept. 621—310–312, 316, 323, 326, 327, 333, 339, 340, 350, 351, 361, 362, 368, 369, 372, 374, 375.
Annuities, use of union funds to provide ... Rept. 621—311, 333, 338–340
Butchers Union testimonial dinner, money received from ... Rept. 621—316, 368
Conflict of interest, annuity premiums ... Rept. 621—369
Insurance partnership with Samuel Platt ... Rept. 621—312
Insurance policies, commissions received ... Rept. 621—311
Local 640, Butchers, secretary-treasurer of ... Rept. 621—310
Union funds, amounts received from ... Rept. 621—351
Union position, resignation from ... Rept. 621—369
Lippel, Isaac ... Rept. 621—314, 369, 370
Contraband activities, indictment for ... Rept. 621—370
Deercrest Country Club, investment in ... Rept. 621—313, 314, 369, 370
Investments, money from South America ... Rept. 621—369, 370
Lippel, Walter ... Rept. 621—369, 370
Lipsky, Marcus ... Rept. 621—597, 654
Murder conspiracy, Dallas, Tex ... Rept. 621—597
Racket survey of Dallas, Tex ... Rept. 621—597
Liquor Dealers Association, planned in Chicago ... Rept. 621—647

Page
Lischett, Wallace J ..... Rept. 1139—89, 91–93
Acme Heating Co., owner of ..... Rept. 1139—89
Shakedown by officials of Sheet Metal Union ..... Rept. 1139—91, 92
Lissner, Edward ..... Rept. 621—179
Lissner, Herbert:
Background ..... Rept. 621—168
Positions held or services performed, conflicts of interest ..... Rept. 621—168
Litell, Charles ..... Rept. 1417—267–271
Discharge by Whirlpool Corp ..... Rept. 1417—268
National Labor Relation Board, unfair discharge ..... Rept. 1417—268
Police record ..... Rept. 1417—271
"Little Gangy." (*See* Davidoff, Harry.)
"Little New York." (*See* Campagna, Louis.)
Littler's Specialty Shop ..... Rept. 1417—52
Litton, Archie ..... Rept. 1139—399
Litwak, Isaac ..... Rept. 621—113, 114, 116, 117, 678
Payoff arrangements re strike threat ..... Rept. 621—117
President, Teamsters Local 285, bypassed in negotiations Rept. 621—113, 114
Livorsi, Dolores ..... Rept. 1139—488
Livorsi, Frank ..... Rept. 1139—488, 501
Lloyd, Joseph P ..... Rept. 1139—657
LoCasale, Vincent, Food Fair stock purchase ..... Rept. 621—462, 463
Lochary, Dean ..... Rept. 621—584
LoCicero, Thomas, payoff to Holtzman, lack of knowledge ..... Rept. 621—119
Loftus, Frank ..... Rept. 621—15, 16
Lomars, Michael ..... Rept. 1139—661
Lombardo, Pete ..... Rept. 1139—320
Lombardozzi, Carmine ..... Rept. 1139—749, 750, 764
Lombardozzi, Daniel ..... Rept. 1139—749
London House, Chicago ..... Rept. 621—663, 664
Organizing by Restaurant Workers ..... Rept. 621—664
Restaurant Workers pickets removed by Teitelbaum ..... Rept. 621—664
Long, Gary ..... Rept. 1417—259–261
Long Island ministers:
Cleanup attempt of Operating Engineers Local 138 ..... Rept. 1417—406, 407
Operating Engineers Local 138, AFL–CIO ethical practices committee Rept. 1417—407
Long Island News Co ..... Rept. 1139—97
Longfellow Apartments, Detroit ..... Rept. 621—677
Longshoremen, ILA. (*See* International Longshoremen's Association.)
Longshoremen (ILWU) ..... Rept. 1139—571, 616, 617, 625, 627–629, 673
Alliance, Teamsters-ILA-ILWU, Hoffa efforts to formulate ..... Rept. 1139—616, 619, 627–629
Alliance with Teamsters suggested ..... Rept. 1139—616, 617
Bridges, Harry, president ..... Rept. 1139—616
Communist dominated, according to ILA ..... Rept. 1139—629
Goldblatt, Louis:
Communist affiliations, fifth amendment, re ..... Rept. 1139—617, 628
Non-Communist affidavit signed ..... Rept. 1139—617
Secretary-treasurer ..... Rept. 1139—616
Hoffa efforts to oust Schmidt; ILWU support ..... Rept. 1139—617, 619
Teamsters-monitors dispute, Crum for Schmidt plan ..... Rept. 1139—617–625
Teamsters-monitors dispute, five-point settlement plan ..... Rept. 1139—619, 620
"Longy." (*See* Zwillman, Abner.)
Loomis, Fred P ..... Rept. 1417—66, 75–80
Apartment house, Honolulu, financing fee ..... Rept. 1417—78, 79
Beck, David D.:
Investment counselor to ..... Rept. 1417—75
Responsibilities of trustee ..... Rept. 1417—78, 79
Fruehauf Trailer Co., Teamsters loan to ..... Rept. 1417—77, 78
National Mortgage Co., advice to Beck concerning ..... Rept. 1417—77
Resignation as financial adviser to Beck ..... Rept. 1417—78, 79
Lopiparo, Anthony ..... Rept. 621—57, 74; Rept. 1139—496
Lormar Distributing Co ..... Rept. 1139—775–780, 817, 860

Page
Los Angeles:
County board ... Rept. 1139—253
Coin-operated machines ... Rept. 1139—735, 841–848, 858, 865, 866
Police department ... Rept. 1139—878
Police department, intelligence division ... Rept. 1139—494, 498
Loser, Congressman J. Carlton, statement of ... Rept. 1417—354, 356
Lospinuso, Angelo ... Rept. 1139—109, 110, 874
Louis, Joe ... Rept. 621—15
Louisell, Joseph W ... Rept. 1417—233
Love, Allan, Food Fair stock purchase ... Rept. 621—462, 463
Love, Ernest H ... Rept. 1139—306, 411, 457, 458, 461
Love, Horace (also known as Frank Brown) ... Rept. 1139—507
Lower, Henry ... Rept. 1417—224–227, 251, 252, 292; Rept. 621—99; Rept. 1139—630–633, 635, 636, 727
Hoffa, $25,000 transferred to ... Rept. 1139—635
Loans for Sun Valley, diversion of ... Rept. 1417—224, 225
Narcotics charges ... Rept. 1139—630
Sun Valley, Fla.:
Activities ... Rept. 1139—630, 631
Bankruptcy ... Rept. 1139—631
Loan diverted to Detroit project ... Rept. 1139—631
Promotion of ... Rept. 1417—224
Stock, sale to Union Land & Home Co ... Rept. 1139—631, 632
Teamster payroll, on ... Rept. 1417—227
Union funds, use of, Sun Valley project ... Rept. 621—99
Union wages received while promoting Sun Valley ... Rept. 1139—631
Lower, Henry, Associates ... Rept. 1417—226
Lower, Kay (Elsie K. Lower; Mrs. E. K. Thorpe) ... Rept. 1417—118–122, 129
Bakery Workers Local 37:
Girl friend of Cross, hired as organizer ... Rept. 1417—118
Salary received ... Rept. 1417—118, 119
Bakery Workers paid travel expenses ... Rept. 1417—120–122
Cross, James G., long distance phone calls ... Rept. 1417—122
Lowery, Joe ... Rept. 1139—399
Lowther, Leonard W ... Rept. 621—397, 399, 404
Lubischer, John ... Rept. 1139—99
Lucarini, Leo ... Rept. 1417—356
Lucas, Martha, Dorfman home furnishings charged as business expense ... Rept. 621—160–162
Lucas, Robert ... Rept. 1139—815
Lucchese, Thomas ("Three-finger Brown") ... Rept. 1139—504, 505
Activities, summary of ... Rept. 1139—505
Business interests ... Rept. 1139—505
Lucenti, Albert ... Rept. 621—627
Luciano, Charles "Lucky" ... Rept. 1417—306, 327; Rept. 1139—501, 504, 505, 746, 747
Lueddemann, Hillman ... Rept. 621—572
Luellen, Maxine ... Rept. 1139—398
Luken, James T ... Rept. 1139—588–592, 717, 721
Anti-Hoffa faction, harassment of ... Rept. 1139—590, 591
Friedman, Harvey, testimony re ... Rept. 1139—588
Grievances lost on political grounds ... Rept. 1139—591
Hoffa contracts, effect on Ohio Conference ... Rept. 1139—590, 591
Hoffa instructions to, favoring Presser ... Rept. 1139—588
Hoffa opposition ... Rept. 1139—588–590
House committee investigation, 1954, Teamster fix ... Rept. 1139—589, 717
House investigation, Presser expenses ... Rept. 1139—589, 590
Joint Council 26, Teamsters, presidency offered as bribe ... Rept. 1139—589
Ohio Conference-Central States contract comparisons ... Rept. 1139—590
Ohio Conference contracts, effect on local 100 ... Rept. 1139—591, 592
Presser threats against ... Rept. 1139—588
Resignation favoring Presser arranged by Hoffa ... Rept. 1139—589
Teamster International officers undermining Cincinnati activities ... Rept. 1139—591
Teamster offices held ... Rept. 1139—588
Lund, Stuart ... Rept. 1417—259–261
Lundberg, A. B ... Rept. 621—578

Page
Lunsford, D ... Rept. 1139—397
Luscko, Peter ... Rept. 621—381, 382, 392
Lynch, Arthur ... Rept. 1139—625
Lynch, Dan ... Rept. 621—326
Lynch, John ... Rept. 1417—373–375, 377
Assistant to John Maloney ... Rept. 1417—373
Extortion indictment ... Rept. 1417—373
Lyons, David M. (alias George Mason, Tom Murray) ... Rept. 621—424, 429, 430

M

MAPOA. (*See* Michigan Automatic Phonograph Owners Association, Inc.)
M. & D. Motor Freight Lines ... Rept. 1139—21
M. & G. Trucking Co ... Rept. 1139—604
M. H. & S. Associates:
Maloney-Healy-Soucie business partnership ... Rept. 1417—377, 378
Oil well ventures ... Rept. 1417—378
MONI. (*See* Music Operators of Northern Illinois.)
MONY. (*See* Music Operators of New York, Inc.)
MTLR. (*See* Motor Transport Labor Relations, Inc.)
MacGregor, Kent ... Rept. 1417—292–295
MacGregor Tire Co., organizing attempt, Teamsters Local 332 ... Rept. 1417—293
"Machine Gun" Jack McGurn ... Rept. 621—594
Machine Tray Pak Corp ... Rept. 621—677
Machinists, International Association of ... Rept. 1139—306
Machold, Earle J ... Rept. 621—430
Mack, Henry ... Rept. 621—619
Mack, "Petey" (Samuel Kaufman) ... Rept. 1139—773
MacLean, Grove & Brewster ... Rept. 621—571
MacLeod, John H ... Rept. 621—579, 581, 582
MacMillan, Lois ... Rept. 1417—398, 400
MacScullen, George ... Rept. 1417—373
Macy, Hugh ... Rept. 1139—398, 399
Madala, John ... Rept. 621—77
Madden, Joseph ... Rept. 621—544
Maddox, Claude. (*See* Moore, John Edward.)
Madia, Louis ... Rept. 621—625, 670
Madison Square Garden ... Rept. 621—16, 41, 42
Madison Wearing Apparel ... Rept. 1139—506
Madrzykowski, Walter ... Rept. 1139—309, 440
Madson Detective Agency ... Rept. 1139—206, 207, 209–212, 231
Kohler Co., services purchased by ... Rept. 1139—206
UAW officials, investigation of ... Rept. 1139—211
Madson, Elmer ... Rept. 1139—212, 230
Dynamite stakeout, theory ... Rept. 1139—230
Mafia (*see also* Apalachin, N.Y., meeting, *also* Criminal syndicate) ... Rept. 621—15, 647; Rept. 1139—494, 495, 501, 503–505, 508, 698, 738, 829, 849, 853, 877.
Coin machine industry ... Rept. 1139—738–740
Criminal syndicate, composition ... Rept. 1139—508
Garbage industry, penetration ... Rept. 1417—301
History of activities ... Rept. 1139—494
Narcotics smuggling, method of ... Rept. 1139—494, 495
Prohibition era opportunities ... Rept. 1139—494
Magazine Wholesalers Group ... Rept. 1139—96–98, 106
Maggadino, Anthony ... Rept. 1139—492, 493, 501
Apalachin, N.Y., meeting, attendance ... Rept. 1139—492
Police record ... Rept. 1139—492
Maggadino Funeral Home ... Rept. 1139—501
Maggadino, Peter J ... Rept. 1139—501
Maggie's Truck Stop ... Rept. 1139—792
Maggiocomo, Dominick ... Rept. 621—239, 254, 271, 272
A. & P. secret contract with local 489, Butchers ... Rept. 621—239, 271, 272
Card count, testimony concerning ... Rept. 621—239, 271, 272
Secret agreement, reaction to ... Rept. 621—271, 272
Strike threat, testimony concerning ... Rept. 621—254
Magill, James P ... Rept. 621—461

Page
Magin, Sam ... **Rept. 1139**—507, 508
Magliocco, Joe ... **Rept. 1139**—494, 503
Maguire, Father J. W ... **Rept. 1139**—147, 150
Conciliator in 1934 Kohler strike ... **Rept. 1139**—150
Shootings, 1934 Kohler strike ... **Rept. 1139**—150
Mahone, Ralph ... **Rept. 621**—12
Majerus, Ray ... **Rept. 1139**—156, 184, 234, 235, 238, 249, 257, 337, 344, 345, 357, 360
Threats made to Kohler photographer ... **Rept. 1139**—357
UAW international representative ... **Rept. 1139**—357
"Unfriendly charities," attitude expressed ... **Rept. 1139**—360
Majestic Operating Co ... **Rept. 1139**—749
Majuri, Frank ... **Rept. 1139**—496, 502
Mallec, John "Big John" ... **Rept. 1139**—516, 517, 564
Glimco, Joseph P., payoffs, intermediary ... **Rept. 1139**—517
Malloy, Frank ... **Rept. 1417**—8, 10, 11, 16, 17, 38
Malloy, Joseph ... **Rept. 1417**—90–94, 98; **Rept. 1139**—693
Malloy, Robert ... **Rept. 1417**—89, 94, 97, 98, 101, 102, 105
Maloney, Thomas ... **Rept. 1417**—8, 11–13, 15, 18, 19, 23, 24, 30, 33–39, 58
Teamsters Local 690, loan for gambling joint ... **Rept. 1417**—34, 35, 39
Maloney, William E. (*see also* Operating Engineers) ... **Rept. 1417**—372–379, 381–384, 403, 404, 408–411, 416, 417, 422–426, 432–436, 440–442; **Rept. 1139**—877.
Autonomy agreement, local 542 ... **Rept. 1417**—424
Dictatorial control, Operating Engineers ... **Rept. 1417**—372
European trip, union funds ... **Rept. 1417**—380, 381
Expense payments, dual receipt ... **Rept. 1417**—381, 382
Expenses, personal, paid by union ... **Rept. 1417**—382
Favored contractors ... **Rept. 1417**—374
Fay, Joseph S., trustee, members' protests ... **Rept. 1417**—422
Funds, union:
Personal use ... **Rept. 1417**—379, 382
Private yacht ... **Rept. 1417**—379, 380
Healy, S. A., Co., favored contractor ... **Rept. 1417**—376, 377
Healy, Stephen A., joint oil ventures ... **Rept. 1417**—377
Huddell, Arthur, murder ... **Rept. 1417**—373
Income tax fraud ... **Rept. 1417**—379, 384
Indictment for extortion ... **Rept. 1417**—373, 375
Local 150, Operating Engineers:
Charter for benefit of ... **Rept. 1417**—373
Control of ... **Rept. 1417**—433
Members effort to oust ... **Rept. 1417**—373
Membership's views of ... **Rept. 1417**—372, 373
Payoffs by S. A. Healy Co ... **Rept. 1417**—378, 379
Payoffs from paving contractors ... **Rept. 1417**—374
Possehl, John, supporter of ... **Rept. 1417**—373
President, Operating Engineers, by appointment ... **Rept. 1417**—375
Reciprocal arrangement, Mike Carrozzo ... **Rept. 1417**—374
Rise to power ... **Rept. 1417**—372–374
Safe deposit boxes, access refused ... **Rept. 1417**—379
Triple expenses for trips ... **Rept. 1417**—381, 382
Trusteeship, local 542, imposed ... **Rept. 1417**—425
Violence at international board meeting ... **Rept. 1417**—410
Zeigler, Dennis, dissident group leader ... **Rept. 1417**—374, 375
Maloney's Sports Center ... **Rept. 1417**—35
Maltese, Dominic J ... **Rept. 1139**—830
Mamma Mia Olive Oil Co ... **Rept. 1139**—502
Mancuso, Gennaro "Gerry" ... **Rept. 1417**—311, 315, 318, 323, 328
Cartmen's association, executive director ... **Rept. 1417**—315
Squillante, Vincent, association, profits derived ... **Rept. 1417**—318
Mancuso, Rosario (Joe Greco) ... **Rept. 1139**—494, 496, 502
Activities, summary of ... **Rept. 1139**—502
Apalachin, N.Y., meeting, attendance ... **Rept. 1139**—494, 502
Mandell, Samuel P ... **Rept. 621**—464, 465, 467, 470, 471
Mangone, Joe ... **Rept. 1139**—849
Manhattan Amusement Co ... **Rept. 1139**—839

Page
Manhattan News Co---- **Rept. 1139**—98, 106
Mann, Gilbert---- **Rept. 1417**—113, 115, 130
Resignation as president, Bakery Workers Local 100---- **Rept. 1417**—113
Mann Act---- **Rept. 1139**—105
Mannarino, Gabriel---- **Rept. 1139**—816, 817
Manning, John. (*See* Moore, John Edward.)
Manson, Julius---- **Rept. 621**—255
Manuel, Robert E---- **Rept. 1139**—321, 322, 411, 428, 429, 443–447, 455, 457–461
Manufacturers Trust Co., New York, N.Y---- **Rept. 1417**—68, 151
Marberry Construction Co---- **Rept. 1417**—235, 253
Marcello, Carlos---- **Rept. 1139**—741, 838, 840, 841, 847, 865
Marcello, Vincent---- **Rept. 1139**—840, 865
Marchesi, Vincent "Piggy Mack"---- **Rept. 621**—73, 74
Marciano, Rocky---- **Rept. 621**—16
Marcie, Don, Inc---- **Rept. 1139**—522, 525, 566
Marcie, George---- **Rept. 1139**—518, 521–523, 525, 549, 566
Businesses, private, Teamsters influence---- **Rept. 1139**—522, 523
Funds, Teamsters Local 777, misuse of:
Cadillacs, purchase of---- **Rept. 1139**—522
Country club membership---- **Rept. 1139**—522
Disappearance of funds---- **Rept. 1139**—523
Personal expenses---- **Rept. 1139**—522
Private business, rent free, union building---- **Rept. 1139**—522
Private businesses, union position used to further---- **Rept. 1139**—522
Teamsters Local 777:
Records missing---- **Rept. 1139**—523
Secretary-treasurer---- **Rept. 1139**—522
Marcus, Charles---- **Rept. 1139**—773
Marcus, Louis, Butchers Union charter for Max and Louis Block- **Rept. 621**—312, 313
Marienthal, George---- **Rept. 621**—663, 664
Mario, Frankie---- **Rept. 1139**—764
Maris, Harland R. (*see also* Dearborn Insurance Agency)-- **Rept. 1139**—531–535, 537, 538, 540–556, 558–561, 567–569
Financial transactions---- **Rept. 1139**—552, 553
Union leaders, connection with---- **Rept. 1139**—537–543, 548, 550, 552
Maris, Merle---- **Rept. 1139**—534
Maris-Scully Corp---- **Rept. 1139**—533, 534, 553
Agency for overcommissions to Harland Maris---- **Rept. 1139**—534
Mark, Harold---- **Rept. 1417**—225, 227–229, 252, 446
Hoffa, financial transactions with---- **Rept. 1417**—227–229
Hoffa relationship---- **Rept. 1417**—228
Loan from Oneida National Bank of Utica---- **Rept. 1417**—228
Loans from Teamsters---- **Rept. 1417**—227–229
Loans to Hoffa---- **Rept. 1417**—227, 228
Teamster soft contract in exchange for insurance business-- **Rept. 1417**—228
Markov, Robert---- **Rept. 1139**—518, 566
Markowitz, Richard H-- **Rept. 621**—380, 382, 389, 391, 407, 408, 410, 412, 479, 484, 485, 488, 502, 504–507, 509, 513, 517
Conflict of interest---- **Rept. 621**—479, 485–513
Representation of union officers withdrawn---- **Rept. 621**—513
Solicits representation of witnesses---- **Rept. 621**—502–506
Marks, Louis (deceased):
Coleman Co., Inc., representative of---- **Rept. 1139**—72
Cronin, Arthur H., labor difficulties discussed---- **Rept. 1139**—75
Payoffs to Arthur H. Cronin---- **Rept. 1139**—72, 73
Marks, Sol---- **Rept. 1139**—646–648
Marquis, Clifton---- **Rept. 621**—637, 638
Marquis Co---- **Rept. 621**—637, 639, 643, 644
Chicago Restaurant Association, financial help from---- **Rept. 621**—638
Election, NLRB, refused by union---- **Rept. 621**—637
Harassment by pickets of Restaurant Workers--- **Rept. 621**—637, 638, 645
Picketing by nonemployees---- **Rept. 621**—637, 645
Strike cost to restaurant association---- **Rept. 621**—638, 645
Marquis, Donald A---- **Rept. 621**—637–639
Marroso (Marrosso), Samuel-- **Rept. 1417**—237, 244, 254, 449; **Rept. 621**—89
Indictment by Detroit grand jury---- **Rept. 621**—89

Page
Marshall Development Co---- Rept. 1417—385, 394
Marston, Bobby:
Assailant of Lyn Schroeder---- Rept. 1417—346, 347
Police record---- Rept. 1417—347
Shooting of Roy Bird---- Rept. 1417—342, 344–346
Marston, D. Charles---- Rept. 1139—203, 376, 377
Martin, Cyrus "Toots"---- Rept. 1139—311, 312, 417–422, 439, 440, 443–448
Anti-Gosser movement inaugurated---- Rept. 1139—420
Complaint filed with NLRB re discharge---- Rept. 1139—311
Discharge from Willys-Overland, reason for---- Rept. 1139—311
Economic boycott by Gosser---- Rept. 1139—312, 422
Expulsion from UAW---- Rept. 1139—311, 421
Farmwork required by Gosser---- Rept. 1139—443–445
Fines imposed by Gosser for tardiness---- Rept. 1139—445–448
Flower fund, UAW, compulsory payments---- Rept. 1139—311, 439
Shenofsky, Arnold, fight with---- Rept. 1139—311, 421
Toledo Blade, financial assistance from---- Rept. 1139—420
Toledo Blade, statements made to---- Rept. 1139—312, 420
UAW flying squadron---- Rept. 1139—312
Martin, George---- Rept. 621—338–340
Annuities to union officials---- Rept. 621—339
Martin, James P---- Rept. 621—571
Martin, Robert---- Rept. 1139—598
Martinique Restaurant:
Gangsters, payoffs to, through fear---- Rept. 621—658–660
Payoffs for labor peace---- Rept. 621—657–660
Savings from substandard wages---- Rept. 621—660
Mascoli, Frank---- Rept. 621—571
Masielo, John---- Rept. 1417—211
Mason, George (David M. Lyons)---- Rept. 621—424, 429, 430
Massachusetts House of Representatives---- Rept. 1139—252
Massei, Joe---- Rept. 621—15, 21; Rept. 1139—496, 497, 849, 853
Massiello, Philip---- Rept. 621—568; Rept. 1139—579–581
Shakedown, New York milk dealers, jailed for---- Rept. 1139—579
Master Barbers Association---- Rept. 1139—819
Math, Nathan W---- Rept. 621—320, 353, 354, 364
Butchers Union Local 342, pension fund exemption granted---- Rept. 621—354
Food Fair attorney, gift to---- Rept. 621—364
Mathe, Sidney, intermediary, gratuities to union officials---- Rept. 621—473
Matheson, Albert---- Rept. 1417—230; Rept. 1139—576
Matheson, Carney D---- Rept. 1417—229, 230, 232, 233, 250, 445; Rept. 1139—575–578, 584, 586, 587, 725
Anchor Freight negotiations, Hoffa choice---- Rept. 1139—577, 578, 584
Commercial Carriers strike, Test Fleet relationship---- Rept. 1139—577
Conflict of interest---- Rept. 1139—577
Contract negotiating experience---- Rept. 1139—576
Hoffa, James R.:
Business associations---- Rept. 1139—576
Conflict of interests---- Rept. 1139—577
Eastern Conference contracts---- Rept. 1139—584
Hoffa opinion of Matheson---- Rept. 1139—584
Michigan Motor Carriers Employers Association general counsel---- Rept. 1139—575
National Automobile Transporters Association counsel---- Rept. 1139—575, 576
Teamster-carrier negotiations, representing carriers---- Rept. 1139—577
Mathews, Clarence F. (*see also* Operating Engineers Local 3)---- Rept. 1417—385, 388, 390, 392, 397–399, 401–403, 439, 440; Rept. 1139—873
Land fraud---- Rept. 1417—387–395
Mathews, Jack---- Rept. 621—435
Matthews, Harry "Kid"---- Rept. 621—16
Matthews, Robert---- Rept. 621—432, 440
Mattson, Harry V---- Rept. 1139—604–606
Chi-East Trucking Co., president of---- Rept. 1139—604

Page
Matual, Barney (*see also* Teamsters Local 46):
Autonomy, fight for, commendation by committee ... **Rept. 1139**—682
Beck, David D., proposed trusteeship for local 46 ... **Rept. 1139**—675
Hoffa attempted merger, locals 46, 157, 253, 981 ... **Rept. 1139**—674–684
Merger, locals 46, 157, 253, 981; vote against ... **Rept. 1139**—674
President, new local 46, IBT ... **Rept. 1139**—674
Teamsters act as strikebreakers ... **Rept. 1139**—680
Teamsters, local 46 withdrawal ... **Rept. 1139**—680
Trusteeship, fight against ... **Rept. 1139**—674
United Mine Workers, transfers membership to ... **Rept. 1139**—680, 682, 683
Matula, Frank (Teamsters Local 396) ... **Rept. 1139**—672, 730, 842, 843, 866
California State Assembly, hearings ... **Rept. 1417**—305
International trustee, named by Hoffa ... **Rept. 1139**—672
International trustees meeting, vacation from jail to attend ... **Rept. 1139**—672
Perjury conviction ... **Rept. 1139**—672
Police record ... **Rept. 1139**—843
Teamster officer-owned disposal company, protection of ... **Rept. 1417**—304, 305
Matula, Frank, Jr. (*see* Teamsters Local 396) ... **Rept. 1417**—303–305, 326, 327
Matuska, Edward ... **Rept. 1139**—795
Matz, Anthony ... **Rept. 621**—462, 474, 475, 477
Food Fair stock purchase ... **Rept. 621**—462, 463
Maxwell, George (labor relations consultant) ... **Rept. 1139**—608, 609, 611
Central States contracts modified by Hoffa ... **Rept. 1139**—608
May, Albert E ... **Rept. 1139**—37–40, 47
Ford Storage & Moving Co., attorney ... **Rept. 1139**—37
No man's land in labor-management, recommends abolition of **Rept. 1139**—40
Restraining order, right to obtain, recommended ... **Rept. 1139**—40
Taft-Hartley amendment, recommended by ... **Rept. 1139**—40
May, Walter R ... **Rept. 621**—225, 229, 243, 244, 254, 255, 263; **Rept. 1139**—634, 638, 639, 850
Mayberry, Thomas ... **Rept. 1139**—399
Maybury Grand Medical Sanitarium, Detroit ... **Rept. 621**—93, 95, 111
Teamster funds, investment in sanitarium ... **Rept. 621**—93–95
Mayerson, Prof. Allen ... **Rept. 621**—102, 134, 135, 174, 195, 200, 201
Central States insurance business, bidding for ... **Rept. 621**—134
Insurance costs, testimony on ... **Rept. 621**—102, 103
Teamster insurance, financial stability of bidders ... **Rept. 621**—135
Mayfield Road mob ... **Rept. 1139**—636
Maynard, Elsie ... **Rept. 1139**—400
Maynard, Esau ... **Rept. 1139**—399
Maynard, William ... **Rept. 1139**—400
Mays, Leon ... **Rept. 1417**—332, 333
Mazey, Emil, UAW ... **Rept. 1139**—159, 161, 162, 166, 171, 172, 176, 177, 182, 183, 199–201, 209, 215, 223, 226, 227, 246, 247, 252, 255, 258, 260, 261, 264, 267, 275, 299, 309, 315, 320, 321, 324–327, 330, 336, 341, 342, 357, 361–368, 374, 379, 383, 393, 403, 412, 413, 432, 435–438, 440, 441, 452
Books, UAW, false entries ... **Rept. 1139**—436
Boycott aimed at Judge F. H. Schlichting ... **Rept. 1139**—200, 363, 379
Community Chest support, union withdrawal ... **Rept. 1139**—258
Criticism for attack on Judge Schlichting ... **Rept. 1139**—200, 362, 363, 379
Gosser misuse of union funds ... **Rept. 1139**—315, 436
Kohler control over clergy, bar, medicine ... **Rept. 1139**—363–365, 379
Kohler-UAW strike, mass demonstrations ... **Rept. 1139**—393
Perjury, union funds for inducement of ... **Rept. 1139**—436
Political contributions solicited by ... **Rept. 1139**—309
Record juggling, method used ... **Rept. 1139**—436
Scabs, pressure against ... **Rept. 1139**—366
Schlichting, Judge F. H., attack on ... **Rept. 1139**—200, 201, 361, 379
Secretary-treasurer, UAW ... **Rept. 1139**—159, 162, 336, 341, 361
Strike blame at Kohler ... **Rept. 1139**—336
Strikebreaker, definition offered ... **Rept. 1139**—227, 336
UAW-Perfect Circle contract ... **Rept. 1139**—299
UAW picket line, purpose of ... **Rept. 1139**—341, 342
Union shop, concessions allotted Kohler on ... **Rept. 1139**—162
Vinson case, dissatisfaction with outcome ... **Rept. 1139**—199, 200, 361

Page
McAllen Terminal ---- Rept. 1139—8, 15
McAllister, Mr ---- Rept. 1139—624
McBride, James ---- Rept. 621—603
McBride, Thomas D ---- Rept. 621—384, 436, 440, 451, 479, 480, 482–484, 489, 508
Legal fees, retroactive payment for ---- Rept. 621—480–484
Teamsters Local 107, counsel for ---- Rept. 621—479, 480
McBride, Von Moschzisker & Bradley ---- Rept. 621—479, 480
McCain, Lt. Daniel ---- Rept. 621—670
McCann, James G ---- Rept. 1139—751, 752
McCarthy, John ---- Rept. 1139—693
McCarthy, Robert E., Jr., Commonwealth Bank loans for Sun Valley ---- Rept. 1417—226
McCarthy, Willys J ---- Rept. 621—104, 136
McCarty, Kenneth ---- Rept. 1139—397, 399
McCarty, T. C., Jr ---- Rept. 1417—427, 428, 440
Beating of, Operating Engineers goons ---- Rept. 1417—427, 428
Charges against assailants ---- Rept. 1417—428
McClellan committee. (*See* Senate Select Committee.)
McClellan, Senator John L.:
Findings, reports, statements, UAW, AFL–CIO ---- Rept. 1139—271–282, 285–319
Hanged in effigy by Teamsters ---- Rept. 621—506, 507
McClendon, Bobby J ---- Rept. 1417—33
McCormack, Edward ---- Rept. 1139—692, 693
McCormack, Paul:
Mayor of New Castle, Ind ---- Rept. 1139—395
Perfect Circle-UAW strike, meeting held for attempted solution Rept. 1139—395, 396
McCourt, John B ---- Rept. 1417—9, 10
McCoy, Babe ---- Rept. 1139—845
McCracken, Robert T ---- Rept. 621—494
McCray & Hunter, Philadelphia ---- Rept. 621—400, 401
Violence by Teamsters Local 107 ---- Rept. 621—401
McCullough, Tim ---- Rept. 1417—55
McDaniels, W. E., threats against union official ---- Rept. 621—589
McDermott, Thomas ---- Rept. 1417—279, 282–284
McDevitt, James L ---- Rept. 621—420–423
McDonald, David J.:
Complaint filed with George Meany re Burt boycott ---- Rept. 1139—65
Steelworkers Union, president of ---- Rept. 1139—65
McDonald, Donald D ---- Rept. 1417—61–63
McDonald, Homer ---- Rept. 1139—397
McDonald, Kenneth ---- Rept. 1139—810, 812
McDonough, Joseph A ---- Rept. 1417—103; Rept. 1139—696
McDowell, Roy ---- Rept. 1139—547, 548
McElroy, John, sanitarium project, interest in ---- Rept. 621—94, 95
McEssey, Eugene ---- Rept. 1139—230
McEvoy, Joseph ---- Rept. 1417—77, 79, 81, 83
National Mortgage Co., interest in ---- Rept. 1417—79–81
McFarland, John, investigator:
Arson:
Intimidation for payoffs, pattern ---- Rept. 621—616, 617
Prevalence of in restaurants ---- Rept. 621—616, 617
McFarland, Louise ---- Rept. 1139—398
McGann, John ---- Rept. 621—655, 656
McGavin, Peter M ---- Rept. 1139—66
McGhee, Dewey ---- Rept. 1139—310, 311
McGilliott, Joseph ---- Rept. 621—601
McGinnis, highway patrol chief ---- Rept. 621—604
McGovern, John J ---- Rept. 1139—321, 322
McGrath, Edward J., "Eddie" ---- Rept. 621—71, 72, 78; Rept. 1139—111
McGray, Henry ---- Rept. 1139—214
McGuire, Dick ---- Rept. 1139—397
McGuire, Marilyn ---- Rept. 1139—778
McGuire, William ---- Rept. 1139—778

Page
McGurn, "Machinegun Jack" ... Rept. 621—594
McHugh, Joseph ... Rept. 1417—89, 97, 98, 101–103, 105
McIntyre, Robert J ... Rept. 621—433
McKercher, Robert ... Rept. 1417—242, 243
McKinley, Joe. (*See* McLaughlin, Joseph Patrick.)
McLane, George V., Restaurant Workers Local 278:
  Crime syndicate:
    Controls union ... Rept. 621—598–600
    Threats by ... Rept. 621—599
  Grand jury, testimony before ... Rept. 621—598–600
  Intimidation of, by underworld ... Rept. 621—599–601
  Trial, refusal to testify ... Rept. 621—600
  Trial, witness bought by underworld ... Rept. 621—600
McLaughlin, Frank ... Rept. 621—679, 680
McLaughlin, Joseph Patrick (alias Joe McKinley) ... Rept. 1417—8–13, 15, 16, 18, 23, 27–30, 33–39, 58
McManus, John ... Rept. 1139—693
McMaster, Mrs. Yvonne ... Rept. 1139—603, 604
McMaster, Rolland ... Rept. 1417—223, 449; Rept. 1139—596, 601–604, 722
  Business agent, Teamsters Local 299 ... Rept. 1139—601
  Business interests ... Rept. 1139—603, 604
  Financial gains while grievance processor ... Rept. 1139—603
  Processes grievances, Trans-American Freight Lines ... Rept. 1139—603
McMillan, Dave ... Rept. 621—323
McNamara, John (*see also* Teamsters Local 808) ... Rept. 1417—171, 199, 202, 203, 205, 210; Rept. 621—8, 9; Rept. 1139—692–695, 722, 729, 730, 875.
  Dissident trustees, charges against sustained ... Rept. 1139—694, 695
  Dissidents elected, efforts to block seating ... Rept. 1139—693, 694
  Election, 1958, Teamsters Local 808 ... Rept. 1139—692–694
  Election, principal in attempt to rig ... Rept. 1139—692
  Hoffa, James, promises disciplinary action ... Rept. 1139—692
  Police record ... Rept. 621—8; Rept. 1139—692
  Secretary-treasurer, local 808, president, local 295 ... Rept. 1139—692
  Teamsters Joint Council 16, seating of phony locals ... Rept. 1417—203
  Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—8, 9
McNamara, Senator Pat, individual views, first interim report ... Rept. 1417—454–462
McNeff, George A ... Rept. 621—520–522
McNiff, John ... Rept. 1417—183, 184
McNulty, James, conflict of interest ... Rept. 1417—96, 97, 105
McNulty, Terry ... Rept. 1417—41, 46, 51, 52
McQuade, John ... Rept. 1139—99
McReynolds, John T. (See Reynolds, John T.)
McShane, James P ... Rept. 1417—331, 344, 352, 359, 360; Rept. 621—175–177; Rept. 1139—782
Mead, John W., Sr ... Rept. 1139—601, 602
Meadows, S. P., taxes paid with union funds ... Rept. 621—562
Meany, George ... Rept. 1417—132, 136, 147–149, 154, 156, 161, 187, 206, 409; Rept. 621—48, 421, 526, 552–554; Rept. 1139—56, 57, 65–67
  AFL loan to Textile Workers requested ... Rept. 1417—147–149
  Hoffa support of Dioguardi rejected ... Rept. 1417—187
  Investigation of, by Max Raddock ... Rept. 621—551–553
  Textile Workers:
    Financial statement in support of loan ... Rept. 1417—148, 149
    Valente-Klenert transactions, investigation of ... Rept. 1417—154, 156
  UAW–AFL locals, attack on ... Rept. 1417—206
Meat Cutters and Butcher Workmen of North America, Amalgamated, AFL. (*See* Butchers Union.)
Medico Industries ... Rept. 1139—492
Medico, William ... Rept. 1139—492
Meissner, John Charles ... Rept. 621—114–116, 118, 119
  Payoff, arrangement of, connection ... Rept. 621—114–116
Melger, John ... Rept. 1139—214

Page
Meli, Angelo---- **Rept. 1417**—234, 254, 449; **Rept. 621**—21, 80, 674–676, 678, 681, 686; **Rept. 1139**—488, 740, 827–831, 864
Biography---- **Rept. 621**—676
Financial dealings---- **Rept. 621**—676
Police record---- **Rept. 621**—676; **Rept. 1139**—828
Meli, Salvatore---- **Rept. 1139**—488
Meli, Vincent H---- **Rept. 621**—80, 674, 675, 681, 685, 686; **Rept. 1139**—830, 833, 835, 864
Hoodlum connections---- **Rept. 621**—674
Kierdorf, Herman, association---- **Rept. 621**—679, 685
Lehr, Joseph, association---- **Rept. 621**—685
Star Coverall Supply Co., principal owner---- **Rept. 621**—674
Melnick, Herbert---- **Rept. 1417**—279
Melody Pub---- **Rept. 1139**—323
Melrose Linen Supply Co---- **Rept. 1139**—498
Meltone Music Co---- **Rept. 621**—80; **Rept. 1139**—830, 833–835, 864
Meltzer, Harry "Chink":
Dorfman, Paul, relationship---- **Rept. 621**—175
Police record---- **Rept. 621**—175
Mendino, Joe "Crackers"---- **Rept. 1139**—784
Menditto, Alexander---- **Rept. 1139**—770
Mendoza, Clarence---- **Rept. 1417**—354, 355, 368
Mengel Co---- **Rept. 1417**—281
Mennen Co. (*see also* Labor Relations Associates, Mennen Co.; *also* Nagle, David)---- **Rept. 1417**—256, 288–290, 298, 300; **Rept. 1139**—871
Deauthorization drive, conflict of testimony, re---- **Rept. 1417**—289, 290
Deauthorization drive, UAW-AFL Local 649---- **Rept. 1417**—288
Labor Relations Associates:
Antiunion committees, use of---- **Rept. 1417**—256
Deauthorization advisers---- **Rept. 1417**—288
Rotating committee formed---- **Rept. 1417**—289
Survey of employees---- **Rept. 1417**—288, 289
Mennen, George (*see also* Mennen Co.):
Card file, union sentiments of employees---- **Rept. 1417**—289
Conflict of testimony---- **Rept. 1417**—290
Neutral position in organizing, statement of---- **Rept. 1417**—288, 289
Merchants Motor Freight, Inc---- **Rept. 1139**—39, 47
Mercury Oil Co---- **Rept. 621**—518, 569, 570, 572, 588
Johnson, Charles, Jr., commissions earned through---- **Rept. 621**—570
Weiss enterprise---- **Rept. 621**—570, 588
Merreale, Tony---- **Rept. 1139**—489
Merritt, Chapman & Scott---- **Rept. 621**—518, 571, 574, 577–588, 591
Esso, business relations with---- **Rept. 621**—578
Weiss, Edward H. (Penn Products), payoff to---- **Rept. 621**—584, 585
Weiss enterprise, dealings---- **Rept. 621**—577–588
Merrow, John---- **Rept. 1139**—82–85
Shakedown by Sheet Metal Union to enter business---- **Rept. 1139**—82, 83
Merta, Carl---- **Rept. 1139**—214
Messengers Union Local 512---- **Rept. 1139**—755
Messino, William---- **Rept. 1139**—774
Metropolitan Crime Commission of New Orleans, Inc---- **Rept. 1139**—837
Metropolitan News Co---- **Rept. 1139**—97, 102–105
Checks drawn on accounts of---- **Rept. 1139**—97
Weinstock, Harold, secretary of---- **Rept. 1139**—97
Metropolitan Restaurant Association, planned as rival to Chicago Restaurant Association---- **Rept. 621**—646
Meyer, Walter V---- **Rept. 1139**—214
Mezansky, Samuel---- **Rept. 1139**—764
Miami, coin-operated machines---- **Rept. 1139**—735, 740, 848–857, 866
Miami Crime Commission---- **Rept. 1139**—494, 496, 855, 879
Miami Herald---- **Rept. 1139**—855
"Miami Phil" Corbisiero---- **Rept. 1139**—749, 753, 754
Michaels, Jimmy---- **Rept. 1139**—507
Michaels, Louis (*see also* Iannacone, Louis)---- **Rept. 1417**—318
Michaelson, Burl---- **Rept. 1417**—171; **Rept. 621**—12; **Rept. 1139**—876
Michigan Automatic Phonograph Owners Association, Inc---- **Rept. 1139**—830, 863

Page
Michigan Bar Association ... Rept. 1139—836
Michigan Conference of Teamsters. (*See* Teamsters: Michigan Conference.)
Michigan Conference of Teamsters Welfare Fund. (*See* Teamsters.)
Michigan Generator Service ... Rept. 1139—255
Michigan Industrial Laundry ... Rept. 621—683, 684
Michigan Motor Carriers Employers Association (*see also* Matheson, Carney D.) ... Rept. 1139—575
Michigan Mutual Distributing Co ... Rept. 621—676
Michigan State Boxing Commission ... Rept. 621—18
Mickelberry's Log Cabin Restaurant:
Dues paid in name of ex-employees ... Rept. 621—665
Payoffs to local 593, Restaurant Workers, for labor peace ... Rept. 621—664, 665
Savings through subunion scale ... Rept. 621—665
Midwest Burlap & Bag Co ... Rept. 621—109
Midwest Haulers, Inc. (*see also* Chi-East Trucking Co.) ... Rept. 1139—604–607, 726
Chi-East Trucking Co. connections ... Rept. 1139—604
Fringe benefit claims, discharge of claimant ... Rept. 1139—607
Fringe benefits unpaid, Teamster cooperation ... Rept. 1139—606
Teamster contract; no Teamster employees ... Rept. 1139—604, 605
Toledo company; contract with Chicago Teamsters ... Rept. 1139—606
Midwest Music Co ... Rept. 1139—776
Miesfeld, Herman ... Rept. 1139—183
Mikley, Mike ... Rept. 621—596
Mikol, C. J ... Rept. 1139—604
Miksky, Dickey ... Rept. 621—12
Milano, Frank ... Rept. 621—25
Milas, Andrew ... Rept. 621—613, 614
Miles, Lynnville ... Rept. 1139—289, 290
Miller, Arthur "Yutz" ... Rept. 621—380, 390
Miller, Charles ... Rept. 1139—398
Miller, Ed ... Rept. 621—22
Miller, George ... Rept. 1139—778, 860
Miller, Harry ... Rept. 1417—267
Miller, Irvin Paul ... Rept. 621—675, 676
Miller, Mandell & Co ... Rept. 621—160, 162, 166
Accountants for Dorfman entities, analysis of books ... Rept. 621—166
Dorfman financial maneuvers, accountants unable to trace ... Rept. 621—165
Miller, Marshall M ... Rept. 1417—184, 185; Rept. 1139—871
Textile Trades Association formed to control industry ... Rept. 1417—184
Textile Workers Local 229, collusive contracts ... Rept. 1417—184
Miller, Murray L. "Dusty" ... Rept. 1417—448; Rept. 1139—14
Miller, Randy ... Rept. 1139—18
Miller, Ray ... Rept. 1417—358
Miller, Reuben, ad soliciting ... Rept. 621—423, 424
Miller, Ross ... Rept. 621—180
Miller, Vincent ... Rept. 1417—82
Miller, William H ... Rept. 621—114–116, 118
Payoff, Detroit Institute of Laundering ... Rept. 621—114–116
Mills, Ralph ... Rept. 1417—151, 152
Milwaukee County Board ... Rept. 1139—253
Milwaukee Journal ... Rept. 1139—214
Minando, Mono ... Rept. 1139—830
Minielly, Mr ... Rept. 1417—32
Minisci, Vincent ... Rept. 621—380, 381, 390, 391
Beating of, by Teamsters Local 107 goons ... Rept. 621—390, 391
Beating, no police investigation ... Rept. 621—391
Dissident member, Teamsters Local 107, fired for anti-Cohen activities ... Rept. 621—391
"Mink, The" (Hymie Wollman) ... Rept. 621—16
Minneapolis, coin-operated machines ... Rept. 1139—740
Minneapolis Police Department ... Rept. 1139—878
Minner, John ... Rept. 1139—398
Minnich, Howard ... Rept. 621—95, 137

Page
Miracle Dress Co ... Rept. 1139—506
Miranda, Mike ... Rept. 1139—494, 499–501, 504, 505, 509
Activities, summary of ... Rept. 1139—504, 505
Apalachin, N.Y., meeting, attendance ... Rept. 1139—494
Miraval & DeCabia. (*See* DeCabia, Carmen.)
Miro Pen Co ... Rept. 1417—179
Mirro, James "Cowboy" ... Rept. 621—647
Miscellaneous Workers Union. (*See* Restaurant Workers.)
Mishel, Helen ... Rept. 1139—771
Mishel, Irving ... Rept. 1139—771–773, 860
Missouri Athletic Club ... Rept. 621—60, 66
Missouri-Kansas Conference of Teamsters. (*See* Teamsters.)
Missouri Pacific Railroad, service refused shipper ... Rept. 1139—38
Mitchel Field, U.S. Air Force ... Rept. 1417—320, 321, 329; Rept. 1139—256, 873
Bids, garbage disposal, rigging of ... Rept. 1417—320, 321
Garbage disposal contract ... Rept. 1417—320
Mitchell, James, Secretary of Labor, Perfect Circle-UAW strike ... Rept. 1139—403
Mitchell, Oldron A ... Rept. 621—58–61, 64–66
Goon squads in St. Louis taxicab strike ... Rept. 621—59, 64–66
James Ford, assault on ... Rept. 621—58
Violence, cab driven into Mississippi River ... Rept. 621—60, 66
Mo-Del Tavern ... Rept. 1139—419
Modica, C. Don:
Police record ... Rept. 1417—313
Squillante, Vincent, apparent power behind ... Rept. 1417—312
Underworld connections ... Rept. 1417—313
Watchdog for Anastasia ... Rept. 1417—312–314
Moede, Gilbert:
Kohler nonstriker, summary of events ... Rept. 1139—370, 371
Vandalism to property of ... Rept. 1139—370, 371
Mogan, Michael ... Rept. 1417—423
Mohn, Einar ... Rept. 1417—195, 199–201, 205, 240, 444; Rept. 1139—675
Hoffa influence, phony locals, New York area ... Rept. 1417—205
Lacey, Martin, telegram to, explaining new charters ... Rept. 1417—201
Teamster charters, issuance of, New York area ... Rept. 1417—200
Molick, Frank ... Rept. 1139—309, 419, 448–450
Local 12 summer camp, UAW ... Rept. 1139—448
Salary increase kicked back to Gosser ... Rept. 1139—448–450
Moloney, Donald J ... Rept. 1139—775
Monitors, Board of (*see also* Hoffa: Monitors, Board of) ... Rept. 621—50; Rept. 1139—615, 726
Crum for Schmidt, plan to substitute ... Rept. 1139—617–625
Hoffa election, dissidents' court opposition ... Rept. 1139—615
Hoffa, provisional president of Teamsters ... Rept. 1139—615
Makeup ... Rept. 1139—615
Powers, petition for clarification ... Rept. 1139—619
Schmidt, Godfrey:
Buyoff attempt, allegation ... Rept. 1139—616–618
Conflict of interests ... Rept. 1139—622, 623
Dissident representative ... Rept. 1139—615
Hoffa attempt to oust ... Rept. 1139—616, 617, 620–623
Longshoremen (ILWU) backing of Hoffa ... Rept. 1139—617
Teamster convention delegates, seating of ... Rept. 1139—615
Williams-Ungar-Crum-Schmidt conflict of testimony ... Rept. 1139—625
Monnett, Lawrence L., Jr.:
Information submitted in affidavit, questioning of ... Rept. 621—199
Senate Select Committee, affidavit submitted to ... Rept. 621—188
Montalvo, Mario ... Rept. 1417—179, 180
Discharge of, strike activity ... Rept. 1417—180
Strike against racket local ... Rept. 1417—180
Montana, Charles A ... Rept. 1139—501
Montana, John Charles ... Rept. 1139—491–493, 501, 504
Apalachin, N.Y., meeting, attendance ... Rept. 1139—491
Explanation ... Rept. 1139—492, 493
Bribe attempt, New York State policeman ... Rept. 1139—491
Voted Man of the Year, Buffalo, N.Y ... Rept. 1139—491

Page
Montanti, James ... Rept. 1139—576
Montesano, Anthony ... Rept. 1417—314, 317
Montesano, John ... Rept. 1417—311, 312, 314–318, 320
Adjudication board justice ... Rept. 1417—316
Anelli, Rose, delinquent notes ... Rept. 1417—317
Security clause payments ... Rept. 1417—315
Underworld decides garbage collection dispute ... Rept. 1417—316
Montgomery, McCracken, Walter & Rhoads ... Rept. 621—494
Montgomery, Mr ... Rept. 1139—255
Montgomery Ward ... Rept. 1417—222; Rept. 1139—871
Montgomery, William, Co ... Rept. 621—436, 437
Moody, Anton ... Rept. 1139—517, 529
"Mookie" (Clarence Jackson) ... Rept. 1139—662
Mooney, Lt. James S ... Rept. 1139—750
"Mooney." (*See* Giancana, Sam.)
Moore, Archie, bout with Embrel Davidson ... Rept. 621—15
Moore Drydock case ... Rept. 1139—4
Moore, Edward ... Rept. 1417—372
Moore, Francis A ... Rept. 621—28
Moore, James L ... Rept. 1139—89
Acme Heating Co., partner ... Rept. 1139—89
Extortion by Caldwell and Troutman, Sheet Metal Union ... Rept. 1139—89
Moore, James, Heating Co., owner ... Rept. 1139—89
Moore, John Edward "Screwy" (alias Claude Maddox) (deceased) Rept. 621—594, 596, 600, 602–605, 625
Convention delegate, Restaurant Workers ... Rept. 621—603
Crime syndicate backing, to organize union ... Rept. 621—602
Daughter's wedding, gangster attendance ... Rept. 621—603, 605
Egan's Rats, St. Louis, member of ... Rept. 621—602
Gangland activity ... Rept. 621—595, 602
Police record ... Rept. 621—602–604
Payoffs from unions ... Rept. 621—603
Turf Club, operation of ... Rept. 621—603
Moore, Sanford J ... Rept. 1139—748
Moran, Donald R ... Rept. 1139—320
Moran, Harry J ... Rept. 1417—378, 379, 435
Moran, Thomas L ... Rept. 621—56, 57; Rept. 1139—878
Moretti, Mr ... Rept. 1139—820
Moretti, Willie ... Rept. 1139—505
Morgan, Arthur ... Rept. 1417—239, 240
Independent union opposing Gerald Connelly ... Rept. 1417—240
Morgan, Charles "Chuck" ... Rept. 1139—833
Morgan (foreman, Miro Pen Co.) ... Rept. 1417—179, 180
Morgan, Howard ... Rept. 1417—23–25
Morgan, Joseph W ... Rept. 1417—358; Rept. 1139—114
Morgan Packing Co ... Rept. 1417—278
Morgan, William ... Rept. 1139—642
Morgano, Thomas ... Rept. 1139—814, 816, 817, 819–823, 862, 876
Police record and background ... Rept. 1139—821
Vice, Porter County, Ind ... Rept. 1139—819–823
Mori, Eugene ... Rept. 621—77
Morning Wholesalers Group ... Rept. 1139—96, 97, 110
Personnel representing ... Rept. 1139—97
Shakedown by Bitz, Spozate, Waltzer, etc ... Rept. 1139—110
Morretti, Salvatore ... Rept. 1417—313
Morretti, Willie ... Rept. 1417—313
Morris, Attorney ... Rept. 1139—814
Morris, Harold ... Rept. 1139—751
Morris, Herman C ... Rept. 1139—400
Morris, I. M ... Rept. 1139—397
Morris, Lt. Joseph ... Rept. 621—646, 647
Morris Produce Co ... Rept. 621—35
Morris, Robert ... Rept. 1139—590
Morris, Sam, beating by Jasper White, Operating Engineers ... Rept. 1417—423

Page
Morton Frozen Food Co---- Rept. 1417—256–263, 265, 266, 298–300; Rept. 1139—871, 877
Bakery Workers contract:
Employee dissatisfaction---- Rept. 1417—262, 263
International level, signed at---- Rept. 1417—262
Shefferman, prepared by---- Rept. 1417—262
Terms withheld from membership---- Rept. 1417—263
Bakery Workers organizing, company assistance---- Rept. 1417—259–266
Continental Baking Co., division of---- Rept. 1417—261
Friendly union, savings through cooperation of---- Rept. 1417—259
Labor Relations Associates:
Antiunion committees, use of---- Rept. 1417—256
Payments to---- Rept. 1417—262
Officers, union, suggested by company---- Rept. 1417—262
Organizing drive, United Packinghouse Workers, defeat of- Rept. 1417—259, 260
Packinghouse Workers sympathizers fired---- Rept. 1417—260, 261
Sweetheart contract, Bakery Workers---- Rept. 1417—265, 266
Vote "no" committees formed---- Rept. 1417—258
"We, the Morton workers" committee organized by LRA- Rept. 1417—259, 260
Morton, John B---- Rept. 1139—8
Morvitz, Milton---- Rept. 1417—325
Mosch for Sheriff Club---- Rept. 1139—188
Mosch, Sheriff Theodore J---- Rept. 1139—185–188, 190–192, 239, 242, 353, 355, 380, 381
Arrests at Kohler-UAW strike---- Rept. 1139—187, 380
Clay boat incident, duties---- Rept. 1139—380
Duties defined re Kohler strike---- Rept. 1139—186, 355
Kohler officials deputy sheriff status revoked---- Rept. 1139—190, 191
Kohler strike duty, performance of---- Rept. 1139—186, 380
Labor endorsement received---- Rept. 1139—188, 380
Law-enforcement favoritism shown UAW---- Rept. 1139—354, 355, 380
Political contributions received---- Rept. 1139—188, 242, 380
Sheboygan County police, directed by---- Rept. 1139—185
Special deputy recruits, unable to obtain---- Rept. 1139—186
Tear gas, guns, Kohler Co., confiscation of---- Rept. 1139—192
Purpose---- Rept. 1139—191
Moser, Henry S---- Rept. 1417—288
Mosier, Andrew---- Rept. 1417—356
Motion Picture Operators Local 110---- Rept. 621—605
Motor Carrier Labor Advisory Council (*see also* Bridge, John)-- Rept. 1139—32, 36, 42, 50
Bridge, John, chairman of---- Rept. 1139—32
Motor City Gymnasium---- Rept. 621—15, 16, 18
Motor Transport Labor Relations, Inc---- Rept. 621—432–440, 442–444, 446, 451, 455, 457, 459, 477, 479, 516
Contract negotiator for food stores---- Rept. 621—432–449
Food Employers' Labor Relations, Inc., formation of-- Rept. 621—439–441
Food Fair withdrawal ends group negotiations---- Rept. 621—447–450, 455, 477–479
Food stores, Philadelphia, negotiating body---- Rept. 621—432
Organization and aims---- Rept. 621—432, 433
Motsinger, Jess F---- Rept. 1139—309–311, 440–442
Flower fund payments, objection to---- Rept. 1139—309, 440
Gosser, Richard T., assistant to---- Rept. 1139—308
Political candidate, appreciation note received--- Rept. 1139—309, 441, 442
Political contributions---- Rept. 1139—440, 441
Toledo situation, charges made---- Rept. 1139—310
UAW, discharge from, reasons given---- Rept. 1139—310, 442, 443
Moulder, Dan---- Rept. 1417—359
Mount Hood Cafe---- Rept. 1417—16, 17, 20, 38, 39
Mount Vernon Life Insurance Co. (*see also* Dorfman insurance companies; *also* Northeastern Life Insurance Co.)---- Rept. 621—154–159, 187, 188, 192
Misappropriated premiums, payments to Dorfman entities-- Rept. 621—155
Premiums, deposit by Allen Dorfman in personal account---- Rept. 621—155–158
Premiums, failure of Allen Dorfman to remit---- Rept. 621—154–158

Page
Moxness, Ron ... Rept. 1417—13
Mullins, Sgt. Bernard, Detroit police:
Grand jury, Detroit, work with ... Rept. 621—89
Testimony of ... Rept. 621—89, 90, 93
Multiple voting, Teamsters Local 229 ... Rept. 1417—89
Mundie, James F ... Rept. 1417—380, 382, 416; Rept. 621—633, 640, 669; Rept. 1139—520, 529, 552, 562, 812, 813.
Mundt, Senator Karl E.:
Separate views, UAW, CIO–AFL ... Rept. 1139—320–485
Index of ... Rept. 1139—485
Munley, Jackie ... Rept. 1417—92, 93
Munley, William ... Rept. 1417—90–95
Munley's Cafe ... Rept. 1417—92
Mura, Tom ... Rept. 1139—852
Murder, Inc ... Rept. 1417—310, 327; Rept. 1139—649, 652
Murders:
Acropolis, John ... Rept. 1417—309
Boccia, Ferdinand ... Rept. 1139—499, 500
DeJohn, Nick ... Rept. 621—598
Drury, Capt. William ... Rept. 621—596
Hintz, Anthony ... Rept. 621—71
Huddell, Arthur ... Rept. 1417—373
Latriano, Biagio ... Rept. 1139—764
Scalise, Frank ... Rept. 1417—324
Stanton, Danny ... Rept. 621—595, 596
Weinberg, James ... Rept. 621—595, 648
White, William J ... Rept. 621—603
Zeigler, Dennis ... Rept. 1417—374
Murnan, Eph ... Rept. 1139—397, 398
Murphy, Charles:
Attorney for Butchers Union pension funds ... Rept. 621—300, 301
Comparison of payroll signatures re card count ... Rept. 621—300
Death of; Hoffa advancement ... Rept. 1139—587, 588
Hoffa contract negotiations ... Rept. 1139—587
Murphy, George ... Rept. 1417—90–94, 97, 98
Murphy grand jury ... Rept. 1139—826–828
Murphy, James ... Rept. 621—386
Murphy, Judge Arold F ... Rept. 1139—220–224, 226, 228, 277
Conger, Lyman, meeting with ... Rept. 1139—221
Conger's statement on renewed negotiations, rebuttal of ... Rept. 1139—220
Injunction against UAW ... Rept. 1139—220
Kohler Co. attitude re negotiations ... Rept. 1139—222, 223
Kohler Co. plant, visit to ... Rept. 1139—221
Kohler-UAW strike, attempts to settle ... Rept. 1139—224
UAW, meetings held separately ... Rept. 1139—221
Murphy, John J. "Jack" ... Rept. 621—576, 577
Murphy, Stella ... Rept. 1139—798
Murphy, Walter ... Rept. 1139—313, 430, 431, 454
Murray, Bernard ... Rept. 621—576, 577
Murray, John W ... Rept. 1139—532, 533, 538, 541, 545, 548–550, 554, 568, 569
Murray, Miss Laverne ... Rept. 1139—519, 520, 524, 528, 546–548, 565, 567
Gift, Christmas, from Dearborn Insurance Agency ... Rept. 1139—546
Glimco, Mrs. Joseph P., hotel registration as ... Rept. 1139—520
Teamsters Local 777, funds misused ... Rept. 1139—520
Teamsters Local 777 welfare fund, claims ... Rept. 1139—547
Murray, Tom (David M. Lyons) ... Rept. 621—424, 427, 428
Murrin, Norman C ... Rept. 621—29
Murtha, Francis J ... Rept. 1139—641
Murtha, Frank ... Rept. 621—53
Music Operators of New York, Inc. (*see also* Coin-operated machines) ... Rept. 1139—743–745, 749, 751, 754, 756, 764, 767, 770
Music Operators of Northern Illinois (*see also* Coin-operated machines) ... Rept. 1139—781, 861
Musicians Union, crossing barbers' picket line ... Rept. 1139—53
Muth, Lew ... Rept. 1417—395

Page
Mutual Title Co---------- Rept. 1417—137, 139, 148, 149, 151, 153, 160
Mutual Trucking Co---------- Rept. 1139—605
Myers, Dick---------- Rept. 1139—454
Myhasuk, John---------- Rept. 621—381, 382, 386, 479, 509
Mykalo, Frank, assault on Kane; Genuth; Mr. and Mrs. Ehrlich-- Rept. 1417—108, 109

N

NLRA. (*See* National Labor Relations Act.)
NLRB. (*See* National Labor Relations Board.)
NRA (National Recovery Act)---------- Rept. 1139—144
Nagle, David (*see also* Mennen Co.):
Company knowledge of employee survey---------- Rept. 1417—290
Conflict of testimony---------- Rept. 1417—290
Deauthorization petition, Mennen Co---------- Rept. 1417—289, 290
Employees, fired for union activity---------- Rept. 1417—290
Nagle, Garrett---------- Rept. 1417—405, 406
Naiman, Alvin A. (*see also* Akros-Dynamics Corp.)---------- Rept. 1139—636–642
Naiman, Alvin A., Corp---------- Rept. 1139—638
Nani, Sebastiano---------- Rept. 1139—504
Nantucket Restaurant (*see also* Reade, Edward Harold)---------- Rept. 621—623, 629, 632, 633, 635, 644, 672, 673
Narcotics---------- Rept. 1417—306, 309, 310, 324; Rept. 1139—494–496, 499, 523, 571, 630, 656, 657, 661, 662, 698, 699, 705, 771.
Narcotics agent, frameup of, attempted---------- Rept. 621—647
Narcotics, Bureau of---------- Rept. 1139—494, 495, 499, 508, 661, 662, 864
Nardi, Edward. (*See* Lardino, John.)
Nardi, John---------- Rept. 1139—827
Nardi, Lillian---------- Rept. 1139—827
Narowetz, Louis, ventilating contractor, territorial rights, alleged- Rept. 1139—81
Nashville, Tenn., police department, law enforcement, labor violence Rept. 1417—340, 341, 356, 357
Nassau County, officials, investigation of---------- Rept. 1417—323
National Appliance Workers, independent union at Coleman Co-- Rept. 1139—72
National Automobile Transporters Association (*see also* Matheson, Carney D.)---------- Rept. 1139—575, 576
National Bank of Detroit---------- Rept. 1417—225
National Bank of Orlando, Fla---------- Rept. 1417—225, 226
National Bank of Washington, D.C---------- Rept. 1417—150, 153
National City Bank---------- Rept. 1139—662
National Cleanser Products Co---------- Rept. 621—399
National Commissioners on Uniform State Laws---------- Rept. 1139—742
National Crime Commission---------- Rept. 1139—510–512
National Equipment Co---------- Rept. 1417—230, 250; Rept. 1139—576
Hoffa, Mrs. James, and Brennan, Mrs. Owen, listed owners- Rept. 1417—230
J & H Sales Co., name change---------- Rept. 1139—576
Sale of---------- Rept. 1417—230
National Guard---------- Rept. 1139—186, 299
F Company---------- Rept. 1139—147
126th Infantry---------- Rept. 1139—326
National Labor Relations Act:
Collusive arrangement, Butchers Union-A. & P. Co---------- Rept. 621—208
Company unions, Kohler Workers Association---------- Rept. 1139—145
Illegal activity, A. & P. Co---------- Rept. 621—234
National Labor Relations Board---------- Rept. 1417—334, 343, 344, 347, 367, 418, 429, 451–453; Rept. 621—52, 208–212, 221–225, 231, 232, 236, 243, 253, 254, 256, 276, 278, 281–286, 290–292, 294, 295, 297, 299, 300, 302–307, 309, 341, 369, 511; Rept. 1139—2–7, 21, 22, 24–33, 35, 36, 40, 44, 45, 60, 61, 70, 143–145, 153, 155–159, 172, 184, 203–210, 212, 213, 216, 217, 223, 224, 229, 236, 244, 247, 259–261, 266–269, 275, 278, 283, 285, 287, 301, 311, 331, 340, 384, 385, 388, 547, 614, 683, 867.
A. & P.-Butchers Union:
Card count---------- Rept. 621—232–234, 276–278
Negotiations---------- Rept. 621—283–286, 291, 294–301
Relationships---------- Rept. 621—283–286, 291, 294–301

National Labor Relations Board—Continued
A. & P. Co. (*see also* A. & P. Co.): Page
Coercion of employees, affidavits concerning—— **Rept. 621**—232–234, 276–278
Coercion of employees, testimony concerning—— **Rept. 621**—294, 296, 297
Elections—— **Rept. 621**—209
Employees, general charges filed by—— **Rept. 621**—294–298
Interference with orderly elective process—— **Rept. 621**—211, 222–224
Retail Clerks Local 1500, refusal to bargain charges—— **Rept. 621**—291, 294
Retail Clerks Local 1500, unfair labor practice charges— **Rept. 621**—278, 290, 300
Unfair labor practices, history of—— **Rept. 621**—210, 211
Bargaining agent, Butchers Union certified—— **Rept. 621**—300
Bargaining agent, Retail Clerks Local 1500 certified—— **Rept. 621**—291
CIO Industrial Council, Jackson, Mich—— **Rept. 1139**—261
Cease and desist order, Whirlpool Corp—— **Rept. 1417**—269, 270
Clark Bros. Transfer election—— **Rept. 1139**—26
Coffey's Transfer Co., delayed decisions, effect—— **Rept. 1139**—24, 26, 29
Coffey's Transfer Co., time element on decisions, fatal to—— **Rept. 1139**—24, 26–29
Conlin, James, discrimination charge—— **Rept. 621**—282, 283
Decisions, prompt, need shown—— **Rept. 1139**—27, 29
Delays in making decisions—— **Rept. 1139**—28–32
Discrimination charges filed by A. &. P. employees—— **Rept. 621**—281–286
Eligibility list, padding by A. & P. Co—— **Rept. 621**—283–285
Galveston Truck Line boycott, easement effected by—— **Rept. 1139**—21, 22
Hot cargo clause, viewpoint—— **Rept. 1139**—3, 4
Hot cargo decisions—— **Rept. 1139**—3, 4
Investigation into operating procedures of—— **Rept. 1139**—28, 30, 31
Kohler-UAW strike:
Biever, Paul, subpena—— **Rept. 1139**—236
Clay boat incident—— **Rept. 1139**—244
Election, results—— **Rept. 1139**—159
Hearings reopened, new evidence—— **Rept. 1139**—143
Kohler, unfair practices charge by UAW—— **Rept. 1139**—154, 205, 224
Postponements, delays—— **Rept. 1139**—208
Trial examiner's report—— **Rept. 1139**—266, 267
UAW, charges filed against—— **Rept. 1139**—260, 261
Legislation suggested to invest more power in—— **Rept. 1139**—30, 31
Limitations—— **Rept. 1417**—258
Martin, Cyrus "Toots," complaint filed—— **Rept. 1139**—311
Representation election, held by—— **Rept. 1139**—6, 7, 9, 25–27, 70
Restraint order against Sheet Metal Workers—— **Rept. 1139**—61, 67
Retail Clerks Local 474, charges against A. & P. Co. sustained— **Rept. 621**—212
Retail Clerks Local 1500, petition for elections—— **Rept. 621**—299
Reznick remedy—— **Rept. 621**—295, 296
Secondary boycott, obstacles confronting, cases— **Rept. 1139**—3–5, 26, 29, 61
Settlement agreement, effect on A. & P. employees—— **Rept. 621**—295
Settlement agreement, position on—— **Rept. 621**—295–298
Settlement, Charles Litell firing, Whirlpool Corp—— **Rept. 1417**—268
Taft-Hartley Act violations—— **Rept. 1417**—257, 258
Teamsters-Bonan Co., disaffiliation election—— **Rept. 1139**—614
Teamsters Local 554, contempt proceedings against—— **Rept. 1139**—35
Teamsters Local 886, unfair labor charge—— **Rept. 1139**—21
UAW, AFL–CIO, Perfect Circle Co., decertification—— **Rept. 1139**—285, 292, 293, 299, 385, 388
Union shop deauthorization proceedings, A. & P. Co—— **Rept. 621**—283
Weber, Peter, false report submitted—— **Rept. 1417**—418
National Mortgage Co—— **Rept. 1417**—77–82, 445
Apartment house, Honolulu, financing fee—— **Rept. 1417**—78, 79
Beck, Dave, ownership of stock—— **Rept. 1417**—77
McEvoy, Joseph—— **Rept. 1417**—79–81
National Over-the-Road Conference. (*See* Teamsters.)
National Prohibition Act—— **Rept. 621**—677

Page
National Publishing Co., Washington, D.C. Rept. 1417—150
National Recovery Act Rept. 1139—144
National Safety Bank & Trust Co Rept. 1139—772
National Spinning Mills, Jamestown, N.Y. Rept. 1417—151
National Stores Rept. 621—448
National Union of Automatic Equipment and Coin Machine Operators, Servicemen and Repairmen Rept. 1139—810, 819
Local 1 Rept. 1139—811
Local 2 Rept. 1139—810, 811
National Vending Corp. (*See* Continental Industries, Inc.)
Neal, Arlin Rept. 1139—400
Neal, Edward Rept. 1139—399
Neal, Luther Rept. 1139—293, 301, 397
Nebraska:
Freight rates Rept. 1139—48, 49
State Railway Commission Rept. 1139—34
Teamsters plans for organizing Rept. 1139—28
Wage rates Rept. 1139—49
Nebraska Motor Carriers Labor Advisory Council Rept. 1139—40
Necholetti, Mike (Nicolletti) Rept. 1417—237, 244
"Needlenose." (*See* Labriola, Paul.)
Needmore Stables Rept. 1417—47
Neff, William Rept. 1417—243
Negroes:
Teamsters discrimination Rept. 1139—608–611
UAW–AFL exploitation Rept. 1417—163, 179, 180, 200
Neis Co Rept. 1139—248–250, 357, 358
Picketing by UAW, Kohler boycott Rept. 1139—250, 357, 358
Truck deliveries, cessation, UAW picketing Rept. 1139—249
UAW picketing of Kohler products Rept. 1139—249, 358
Neis, Willard Rept. 1139—357
Nelson, Arthur Rept. 1139—515, 516, 564
Glimco's price to permit sale of business Rept. 1139—516
Kickbacks to Joseph P. Glimco Rept. 1139—515, 516
Tax, income, paid on kickbacks Rept. 1139—516
Nelson, Arthur L. Rept. 1139—82
Nelson, John Rept. 1417—116–119, 121, 122
Assistant trustee, Bakery Workers Local 37 Rept. 1417—116, 117
Nelson, John H., Co., Inc., bids dictated by local 73, Sheet Metal Workers Rept. 1139—82
Nemer, Norman Rept. 1417—14, 15
Nemerov, Bernie Rept. 621—184
Neo-Gravure Printing Co. (*see also* Chenicek, Charles E.; *also* Gross, Harold; *also* Noonan, Cornelius J.) Rept. 1139—110–130, 649, 652, 653
Benefits derived through payoffs to Gross and Noonan Rept. 1139—115
Business background Rept. 1139—110, 115, 116
Chenicek, Charles E., vice president of Rept. 1139—110, 122
Gross, Harold:
Family, total salaries paid to Rept. 1139—112
Payoff for labor peace Rept. 1139—652, 653
Teamster official on payroll Rept. 1139—652
New York Mirror, payments made by Rept. 1139—121
New York Times payments for strike expenses Rept. 1139—117, 119
Payments to Noonan as Christmas gifts Rept. 1139—115
Payoff disguised on records Rept. 1139—125
Payoff to Harold Gross for guaranteed delivery Rept. 1139—123
Total paid Rept. 1139—124
Premium payment for uninterrupted service during Teamster strike Rept. 1139—115, 116
Strike payoffs reimbursed by New York newspapers Rept. 1139—116
Teamsters connection with delivery of product Rept. 1139—116
Nevett, Jack Rept. 1417—259–261
New, Rev. Charles J. Rept. 1139—364
New Brunswick Newsdealers Supply Co Rept. 1139—98
New Form Concrete Co Rept. 1139—502
New Jersey, coin-operated machines Rept. 1139—737, 741, 856

Page
New Jersey Equipment Co. (*see also* Peter Weber)---- **Rept. 1417**—418
New Leader (magazine)---- **Rept. 621**—547
New Method Laundry, Detroit---- **Rept. 621**—675, 676
Miller, Irvin Paul, owner of---- **Rept. 621**—675
New Orleans, coin machines (*see also* Coin-operated machines: Jefferson Parish, La.)---- **Rept. 1139**—735, 740, 741, 837–841, 848–858, 865, 866
New Orleans Cigarette Service Corp---- **Rept. 1139**—845
New Orleans Crime Commission---- **Rept. 1139**—840, 879
New Orleans Novelty Co---- **Rept. 1139**—839
New York Anti-Crime Committee---- **Rept. 1139**—879
New York Cartmen's Association. (*See* Greater New York Cartmen's Association.)
New York City, coin-operated machines---- **Rept. 1139**—735, 743–773, 858–860
New York City Police Department---- **Rept. 1139**—769, 770
New York Compensation Board---- **Rept. 621**—400
New York County Communist Party---- **Rept. 621**—12
New York Daily Compass---- **Rept. 1139**—102–105
Payoff made to Deliverers' Union---- **Rept. 1139**—102
Thackrey, Theodore, owner of---- **Rept. 1139**—102
New York Daily News---- **Rept. 1139**—105
New York Federation of Labor---- **Rept. 621**—424–428, 430, 431, 516
New York Federationist---- **Rept. 621**—425, 429, 430, 431, 460, 516
New York Journal American---- **Rept. 1139**—122–125, 127, 650
New York Mirror---- **Rept. 1139**—110, 115, 116, 118–121, 127, 129
Kelly, Warren, official of---- **Rept. 1139**—120
Payments made to Neo-Gravure---- **Rept. 1139**—121
Payoffs to obtain deliveries---- **Rept. 1139**—121
Tribute paid, list of---- **Rept. 1139**—121
New York Post---- **Rept. 1139**—103, 848
New York State Anti-Crime Commission---- **Rept. 1139**—496
New York State Crime Commission---- **Rept. 1139**—878
New York State Democratic Committee---- **Rept. 621**—373
New York State Federation of Labor---- **Rept. 1417**—110
Rolee Publications:
Action against---- **Rept. 621**—427, 428
Association with---- **Rept. 621**—424, 425
New York State Insurance Board---- **Rept. 621**—350
New York State Insurance Department:
Contract, United Public Service and Union Casualty---- **Rept. 621**—153
Dorfman agency contracts with Northeastern Life---- **Rept. 621**—172
Excessive payments to brokers and agents---- **Rept. 621**—141, 142
Union Insurance Agency, revocation of license---- **Rept. 621**—123, 171
Vested commissions on Teamsters insurance, investigation of- **Rept. 621**—172
New York State Mediation Board:
Beck adviser, Merlyn S. Pitzele, service as chairman---- **Rept. 1417**—296
Butchers Union, strike notice---- **Rept. 621**—255
Teamsters Union cases handled---- **Rept. 1417**—296
New York State police---- **Rept. 1139**—487, 489, 510
Apalachin, N.Y., meeting, raid on---- **Rept. 1139**—487, 490, 491
Bribe attempt by John Montana---- **Rept. 1139**—491
New York State Republican Committee---- **Rept. 621**—373
New York State Supreme Court---- **Rept. 1139**—52, 753
New York Times---- **Rept. 1139**—110, 115–120, 122, 125, 127, 129, 130
Payoffs made to insure service---- **Rept. 1139**—116–120
Records during 1946 Teamsters strike---- **Rept. 1139**—116, 117
Senate Select Committee, cooperation with---- **Rept. 1139**—120
Strike expenses paid to Neo-Gravure:
1946---- **Rept. 1139**—117, 119
1948---- **Rept. 1139**—119, 120
Strike of 1946, possible losses---- **Rept. 1139**—117
New York University---- **Rept. 1417**—313
New York Waterfront Commission---- **Rept. 1139**—878
New York Wholesale Meat Council---- **Rept. 621**—319
Newark Newsdealers Supply Co---- **Rept. 1139**—98

Page

Newbold, Halston:
Killer, hired as ... **Rept. 1417**—234
Murder of, attempted ... **Rept. 1417**—234
Newell, George C... **Rept. 1417**—40–46, 51, 59, 82, 83, 86, 445; **Rept. 1139**—535
Partnership, Frank Brewster, stable ... **Rept. 1417**—41, 43, 44, 83
Newman, Henry ... **Rept. 1417**—449
Newman, James ... **Rept. 1139**—824
Newman-Pemberton Trucking Co., Nashville, Tenn... **Rept. 1417**—342, 343, 348
Driver, wounding of, intimidation ... **Rept. 1417**—342
Harassment, Teamsters Local 621 ... **Rept. 1417**—342
Teamsters Local 621 violence, cost of ... **Rept. 1417**—342
Tires, shooting of ... **Rept. 1417**—342
Violence, Teamsters Local 621, list ... **Rept. 1417**—342
Newsday (Long Island newspaper) ... **Rept. 1417**—322; **Rept. 1139**—99–102, 108, 109, 129
Deliverers' Union picket line set up ... **Rept. 1139**—100
Hathaway, Alan, managing editor ... **Rept. 1139**—99
Restraining order against Deliverers' Union ... **Rept. 1139**—102
Top-down organizing attempted by Deliverers' Union ... **Rept. 1139**—100
Union employees, no representation at ... **Rept. 1139**—100, 101
Newspaper and magazine wholesale business, monopoly attempted by underworld and union ... **Rept. 1139**—96
Newspaper and Mail Deliverers' Union of New York and Vicinity:
Ambulatory picketing by ... **Rept. 1139**—102
Collective bargaining agreements with ... **Rept. 1139**—96
Findings ... **Rept. 1139**—95
Journal American, affected by dispute ... **Rept. 1139**—122, 123
Officials indicted by Federal grand jury ... **Rept. 1139**—109
Officials invoking fifth amendment ... **Rept. 1139**—98, 99
Picket line at Newsday ... **Rept. 1139**—100
Résumé ... **Rept. 1139**—96
Senate Select Committee:
Findings ... **Rept. 1139**—128
Reports ... **Rept. 1139**—96
Teamsters Local 807, jurisdictional dispute with ... **Rept. 1139**—123
Top-down organizing attempted ... **Rept. 1139**—100, 101
Tribute payments to officials implied ... **Rept. 1139**—97
Newspaper Publishers Association ... **Rept. 1139**—96
Newspapers, payoffs to Teamsters officials, labor peace... **Rept. 1139**—649–656
Niagara Crushed Stone, Ltd ... **Rept. 1139**—638, 41
Niagara Mohawk Power Co., New York Federationist, contributions to ... **Rept. 621**—430, 431
Niblicks, Judge ... **Rept. 1139**—808
Nickell, Edwin ... **Rept. 1139**—400
Nickels, Verl ... **Rept. 621**—49; **Rept. 1139**—704
Nickerson, Donald ... **Rept. 1139**—167
Nicolai, Mrs. Marilyn ... **Rept. 1139**—517, 527
Nicolletti, Mike (Necholetti)... **Rept. 1417**—237, 244, 254, 449; **Rept. 621**—89, 90
Indictment by Detroit grand jury ... **Rept. 621**—89
Intervention by Hoffa on behalf of ... **Rept. 621**—90
Nielson, James T. (James Guffy, Jim Neil, Fred Warren) ... **Rept. 1417**—263, 275–279, 282, 299
Aliases used ... **Rept. 1417**—278
Labor Relations Associates, activities for ... **Rept. 1417**—278
Vote "No" committees formed ... **Rept. 1417**—278
Nitti, Frank "The Enforcer" ... **Rept. 621**—595, 598–602, 627
Chicago unions, control of ... **Rept. 621**—598–601
Crime syndicate, control of ... **Rept. 621**—595, 598, 601
Nitzberg, Irving "Knadles" ... **Rept. 1139**—772
Nixon, Charles ... **Rept. 621**—429
Noble, William ... **Rept. 1139**—25
Noe, Tom ... **Rept. 1139**—398
Nolan, Parker ... **Rept. 1417**—135, 151, 152
Nolan, Richard ... **Rept. 1417**—408
Nolan, Thomas ... **Rept. 1417**—319

Page

Noonan, Cornelius J. "Connie" ... Rept. 621—72, 77, 78, 80; Rept. 1139—110–112, 114–120, 127, 129, 652, 653, 666, 874
Associated Paper Co., on payroll of ... Rept. 1139—127
Christmas present received from Neo-Gravure ... Rept. 1139—115
Commissions paid by Associated Paper Co ... Rept. 1139—127
Contract obtained for Associated Paper Co ... Rept. 1139—127
Hoffa, James R., associations with ... Rept. 1139—111
Payments received, total of ... Rept. 1139—127
Payoffs for uninterrupted service during strike ... Rept. 1139—118, 119
Police record ... Rept. 1139—127
President, Inland Terminal Workers Local 1730 ILA ... Rept. 1139—111
Norman, Robert ... Rept. 1139—852–854, 867
Normando, Pasquale ... Rept. 1139—499
Norris-LaGuardia Act ... Rept. 1139—2, 331
North, John Ringling ... Rept. 621—41, 42
Northeastern Life Insurance Co. (*see also* Union Casualty & Life Insurance Co.) ... Rept. 621—125, 131, 140, 158, 159, 167, 168, 172–174, 187–189, 199, 200, 202, 207
Dorfman agencies, commissions paid to, list ... Rept. 621—172
Dorfman contracts terminated by State of New York ... Rept. 621—172
Dorfman group policies, vested fee arrangement for servicing ... Rept. 621—122, 173
Teamsters groups underwritten, list ... Rept. 621—140
Teamsters insurance:
Actual experience and retentions ... Rept. 621—191–193
Benefit and rate adjustments ... Rept. 621—196, 197
Claims ... Rept. 621—195, 196
Commissions ... Rept. 621—193–195
Miscellaneous items ... Rept. 621—197, 198
Placement ... Rept. 621—189, 190
Report ... Rept. 621—189
Senate Select Committee:
Affidavit submitted to ... Rept. 621—188
Statement submitted to ... Rept. 621—187, 188
Northville Downs Racetrack ... Rept. 1417—235, 253
Northwest Ohio Industries ... Rept. 1139—308
Northwest Oil Co ... Rept. 1417—233, 234
Hoffa-Brennan-Perlman partnership ... Rept. 1417—233
Noseda, Emil ... Rept. 621—34, 35
Noseda, Mrs. Emil ... Rept. 621—34
Novelino, Mrs. Nicholas, Food Fair stock purchase ... Rept. 621—462
Nu-Car Carriers:
Matheson, Carney, hired as negotiator ... Rept. 1139—576
Retainer, $20,000, paid ... Rept. 1139—576
Nugent (Sears, Roebuck group manager) ... Rept. 1417—281
Nulty, Leo C ... Rept. 1139—592
Nunez, Bertha ... Rept. 1417—179, 219
Nu-Way Vending Co ... Rept. 1139—768
Nyboe, Olaf ... Rept. 1417—111
Nylon Products Co ... Rept. 1139—326, 383

O

Obermyer, Charles R ... Rept. 1139—654–656
O'Brien, Charles "Chuck" ... Rept. 1417—241
O'Brien, Joey. (*See* Joey Aiuppa.)
O'Brien, John T. "Sandy" (*see also* Teamsters Local 710) ... Rept. 1417—240; Rept. 621—137; Rept. 1139—50, 514, 526, 537, 539, 540, 544, 546, 548–550, 552, 553, 561, 562, 567–569, 606, 607, 674–677, 679–684, 711.
Books and records, fifth amendment pleaded ... Rept. 1139—561
Conflict of interest ... Rept. 1139—561
Dearborn Insurance Agency, connection with ... Rept. 1139—537, 539–542, 546, 548, 552, 553
Matual, Barney, attempts to buy off ... Rept. 1139—677
Payments to, 7-year period ... Rept. 1139—562
Plunder ... Rept. 1139—561

Page

O'Brien, John T. "Sandy"—Continued
President, Teamsters Local 710 ... Rept. 1139—606
Retirement feature, slush fund ... Rept. 1139—562
Salary drawn from Teamsters Local 710 ... Rept. 1139—607
Secretary-treasurer, Teamsters Local 710 ... Rept. 1139—562
Slush fund division ... Rept. 1139—562
Slush fund, payments to ... Rept. 1139—562
Teamsters Local 46, trusteeship proposed ... Rept. 1139—674, 675
O'Brien, Thomas (detective) ... Rept. 1139—503, 773
O'Brien, Thomas J., A. & P. management aid to Butchers Union organizing ... Rept. 621—275, 276
O'Carroll, Patrick P ... Rept. 621—16
Occidental Life Insurance Co ... Rept. 1417—62, 75–77, 82, 86, 445; Rept. 1139—531–537, 539, 540, 542, 546–548, 550–556, 558–561, 566–568, 871.
Beck, David D., loans and favors to ... Rept. 1417—82
Carrier of Teamster insurance ... Rept. 1139—531
Creitz, Allen, dual employment, Occidental and Dearborn ... Rept. 1139—532, 542, 546–548
Creitz, Allen, retired by ... Rept. 1139—532, 548
Criterion Films, proposed loan to ... Rept. 1417—82
Maris, Harland, and entities, notice of termination ... Rept. 1139—561
Overcommissions to Harland Maris ... Rept. 1139—533, 534
Ochs, Marty "The Ox," racketeering in Dallas, Tex ... Rept. 621—597
O'Connell, William ... Rept. 1417—36
O'Connor, James, local 394, Restaurant Workers (*see also* Restaurant Workers, Chicago, Local 394) ... Rept. 621—628, 631, 633, 635, 655–657, 660, 661
Dues received as form of extortion ... Rept. 621—660
Organization, top-down, of employees ... Rept. 621—655–660
Payoffs to ... Rept. 621—655–660
Picket line threats to collect payments ... Rept. 621—661
Resignation of ... Rept. 621—661
O'Connor, Tim (Police Commissioner) ... Rept. 621—646, 670
O'Dell, Ben ... Rept. 1139—397
Oddo, John (Joey Bathbeach) ... Rept. 1139—770
O'Donnell, P. Kenneth ... Rept. 621—492
O'Donnell & Schwartz ... Rept. 1139—101
O'Donoghue, Martin ... Rept. 1139—617–621, 623, 624, 626
Ogilvie, Alvin ... Rept. 1139—831, 832
O'Grady, Joseph E ... Rept. 621—232, 238, 246–251, 257
Card count:
Arbitrator, requested to serve as ... Rept. 621—232
Conducted by ... Rept. 621—246
Comparing signatures:
Card count ... Rept. 621—238
Stipulation ... Rept. 621—247, 248
Testimony concerning ... Rept. 621—247
Method of conducting card count ... Rept. 621—248–251
Ohio Conference of Teamsters (*see also* Teamsters):
Presser, William, president of ... Rept. 621—26
Severance pay voted ... Rept. 621—27
Ohio Northern Trucking Co ... Rept. 1139—609, 610
Ohler, P. W ... Rept. 1139—65
Old Prague Restaurant ... Rept. 621—623
Oldenburg, Henry (*see also* Mennen Co.):
Conflict of testimony ... Rept. 1417—290
Mennen Co., plant manager ... Rept. 1417—289
Mennen, George, testimony in support of ... Rept. 1417—289
Oldham, Herb ... Rept. 1139—397
O'Lear, Charles ... Rept. 621—382, 407, 490, 491
Oler, Howard ... Rept. 1139—398
Omaha World-Herald ... Rept. 1139—25
O'Malley, Carlton ... Rept. 1417—95
"One-Arm Louie" Blumenthal ... Rept. 1139—772
Oneida National Bank, Utica, N.Y ... Rept. 1417—228
O'Neil, Lawrence ... Rept. 1139—184

Page
O'Neill, F. J. (*see also* Anchor Motor Freight)---- **Rept. 1139**—576, 578
O'Neill, H. M. (*see also* Anchor Motor Freight)---- **Rept. 1139**—576
O'Neill, Patrick J. (*see also* Anchor Motor Freight)---- **Rept. 1139**—576–578, 580, 581, 584
Hoffa, control of, alleged---- **Rept. 1139**—581
O'Neill, William---- **Rept. 1139**—715
Oostdyk, Dale---- **Rept. 1139**—182–184, 206, 371–373, 462
Kohler nonstriker, summary of events---- **Rept. 1139**—371–373
Picket line crossing incidents---- **Rept. 1139**—182, 183, 371, 372
Union membership acquired, incidents relating to---- **Rept. 1139**—183, 371, 372
Operating Engineers (International Union of Operating Engineers) (*see also* Maloney, William E.)---- **Rept. 1417**—371–377, 379–382, 384, 408, 409, 413, 414, 417, 420, 425, 426, 429, 433, 435, 437, 438, 440, 442; **Rept. 1139**—11, 13, 870, 877.
Abuses against membership, list---- **Rept. 1417**—371, 372
Autonomy, difficulty of obtaining---- **Rept. 1417**—371
Conflicts of interest---- **Rept. 1417**—372
Dictatorial control---- **Rept. 1417**—372
Elections, irregularity of---- **Rept. 1417**—371
Favored contractors---- **Rept. 1417**—372
Fay, Joseph S., offices held---- **Rept. 1417**—413
Feudal and backward union---- **Rept. 1417**—371
Funds, misuse of:
Accounting practices---- **Rept. 1417**—372
Airplane, purchase and use---- **Rept. 1417**—397–399
Boat, purchase and use---- **Rept. 1417**—395–397
Expense charges---- **Rept. 1417**—381, 382
Yacht, *Half Moon*, purchase and use---- **Rept. 1417**—379, 380
Local 3, San Francisco---- **Rept. 1417**—384, 385, 387, 388, 391, 394, 395, 397, 400, 403, 404, 439; **Rept. 1139**—873
Automobiles, purchase of---- **Rept. 1417**—401, 402
Background---- **Rept. 1417**—384, 385
Boat, purchase of---- **Rept. 1417**—395
Check-cashing expedition---- **Rept. 1417**—398–400
Conflict of testimony, officers---- **Rept. 1417**—399–404
Defense fund accounting---- **Rept. 1417**—397
Defense fund, falsified minutes---- **Rept. 1417**—397, 398, 400
Funds:
Bills paid without supporting vouchers---- **Rept. 1417**—395–397
Boat, hidden cost---- **Rept. 1417**—395, 396
Books, false entries---- **Rept. 1417**—396, 397
Dissident group, opposition to---- **Rept. 1417**—400, 401
International election, rigging of votes---- **Rept. 1417**—403, 404
Land fraud perpetrated by officers---- **Rept. 1417**—387–395
Land purchase authorization---- **Rept. 1417**—386, 387
Members, inability to attend meetings---- **Rept. 1417**—385
Officers, continuation in office---- **Rept. 1417**—384, 385
Real estate deal, chart of---- **Rept. 1417**—386
Local 42, Chicago---- **Rept. 1417**—372
Local 138, Long Island, N.Y.-- **Rept. 1417**—404–412, 438; **Rept. 1139**—111
Background and history---- **Rept. 1417**—405
Charges against dissidents---- **Rept. 1417**—411, 412
Cleanup attempt, appeal to ministers---- **Rept. 1417**—406, 407
DeKoning family, domination of local---- **Rept. 1417**—404, 405
Dissident group, makeup of---- **Rept. 1417**—405
Executive board, approval of---- **Rept. 1417**—408
Favoritism---- **Rept. 1417**—406
Members, subjugation of---- **Rept. 1417**—404
Minutes, falsification of---- **Rept. 1417**—407, 408
Votes, control of---- **Rept. 1417**—405, 406
Local 150, Chicago---- **Rept. 1417**—373, 374, 377, 381–383, 433–435, 437, 440–442
Autonomy, petition for---- **Rept. 1417**—434
Autonomy petition, rescinded---- **Rept. 1417**—434
Funds, misuse of, Maloney---- **Rept. 1417**—381, 382

Page

Operating Engineers—Continued
Local 150, Chicago—Continued
Local 569, absorption of ... Rept. 1417—373
Maloney, cars and car expense ... Rept. 1417—382, 383
Maloney control through trustee appointments ... Rept. 1417—433
Maloney gifts, concealed from membership ... Rept. 1417—382, 383
Sweetheart contract, S. A. Healy Co ... Rept. 1417—377
Trusteeship since formation ... Rept. 1417—373
Local 399, Chicago ... Rept. 1417—433, 435–437, 441
Expenses, union, unreported to members ... Rept. 1417—437
Funds, misuse of ... Rept. 1417—435, 436
Officers personal items, cost of ... Rept. 1417—435, 436
Trusteeship history ... Rept. 1417—435
Local 472, Newark, N.J ... Rept. 1417—416
Local 542, Philadelphia ... Rept. 1417—376, 413, 420–422, 424–429, 431–433, 435, 440, 441, 443
Attorney's fees for goons ... Rept. 1417—428
Autonomy agreement ... Rept. 1417—424
Autonomy vote refused ... Rept. 1417—426
Contracts, members not advised ... Rept. 1417—420, 421
Court action by dissidents ... Rept. 1417—422
Court upholds trusteeship ... Rept. 1417—433
Dissident group appeal to international ... Rept. 1417—422, 426, 427
Dissident group, reprisals against ... Rept. 1417—422–424, 426, 427, 429
Favored contractors ... Rept. 1417—376, 377, 422, 425, 426, 431, 432
Financial reports ... Rept. 1417—422
Funds, disappearance of ... Rept. 1417—424
Gambling, organized, on job ... Rept. 1417—429, 430
Goon enforcement of edicts ... Rept. 1417—421
Goons convicted in McCarty beating ... Rept. 1417—428
Kickback of members' wages ... Rept. 1417—421, 422
Meetings under trusteeship ... Rept. 1417—428, 429
Members, subjugation under trusteeship ... Rept. 1417—420
Officers condone beatings ... Rept. 1417—423
Strike, S. A. Healy Co ... Rept. 1417—377
Sweetheart contracts ... Rept. 1417—432, 433
Trusteeship, history, under Joseph Fay ... Rept. 1417—420
Trusteeship records destroyed ... Rept. 1417—424
Trusteeship reimposed by force ... Rept. 1417—425
Trusteeship, vote on ... Rept. 1417—423
Violence under trusteeship ... Rept. 1417—427, 428
Local 569, Chicago ... Rept. 1417—372–374
Absorbed by local 150 ... Rept. 1417—373
Reprisals, joining local 150 ... Rept. 1417—373
Local 825, Newark, N.J ... Rept. 1417—412–420, 423, 441
Fay, Joseph:
Benevolences, cost to union ... Rept. 1417—416
Conflict of interest ... Rept. 1417—414
Imprisonment, benevolences during ... Rept. 1417—413
Legal fees, paid by union ... Rept. 1417—415
Life pension voted ... Rept. 1417—415, 416
One-man rule ... Rept. 1417—412
Purchase of property ... Rept. 1417—416, 417
Fay, Mrs. Joseph, on payroll ... Rept. 1417—415
Weber, Peter, wages and expenses ... Rept. 1417—418
Local 832, Rochester, N.Y ... Rept. 1417—414
Maloney European trip, cost of ... Rept. 1417—380, 381
Maloney expenses, accounting ... Rept. 1417—381
Members, abuse of, list ... Rept. 1417—371, 372
Trusteeships (supervision), extent of ... Rept. 1417—371
Voting rights, 46 percent of membership ... Rept. 1417—371
Yacht for officers, cost to union ... Rept. 1417—380
Orchid Flower Shop ... Rept. 1139—522, 523
Owners, wives of gangsters ... Rept. 1139—523
Patronage by Teamsters Local 777 ... Rept. 1139—523
O'Reilly, Claude ... Rept. 1417—49, 50
Oregon abatement law, Elkins, James B., backing William Langley for office ... Rept. 1417—9

Page
Oregon Liquor Commission ... Rept. 1417—25, 26, 34, 39
Oregon Small Businessmen's Committee ... Rept. 1417—25
Oregon State Democratic Party ... Rept. 1417—23
Oregon State Public Utilities Commission ... Rept. 1417—23
Organizing, top-down:
Butchers Union ... Rept. 621—208
Restaurant Workers, Chicago ... Rept. 621—605
Orlando, Augustino ... Rept. 621—674, 677
Ormento, John ... Rept. 621—15, 16; Rept. 1139—488, 504
Ornstein, Daniel ... Rept. 1139—662
O'Rourke, John ... Rept. 1417—199, 202–206, 210, 211, 220, 444, 448; Rept. 621—2, 8, 71, 72, 78, 527, 530, 532, 552; Rept. 1139—111, 574, 579–581, 584, 646, 657, 692, 694, 695, 765, 859, 875.
Charges against; statement by Anthony Topazio ... Rept. 1139—579
Dissidents, Teamsters Local 445, efforts to control ... Rept. 1139—579
Dissident trustees, McNamara charges against ... Rept. 1139—694, 695
Dual unionism, punitive action ... Rept. 1139—579, 580
Dual unionism sponsor, Hoffa reaction ... Rept. 1139—584
Gangsters, help from, Joint Council 16 election ... Rept. 621—2
Gordon-Dioguardi-Hoffa election support ... Rept. 1139—657
Hoffa's interest in O'Rourke candidacy ... Rept. 1417—206
Independent union, efforts to form ... Rept. 1139—579
Independent union organizer, statement by Topazio ... Rept. 1139—582
Indictment: Coercion, conspiracy and extortion ... Rept. 1139—692
Joint Council 16, Teamsters, rigged election ... Rept. 1139—692
Teamster international vice president ... Rept. 1139—580
Teamsters Joint Council 16, head of ... Rept. 1139—579, 580
Vice president, Teamsters, elected as ... Rept. 621—2
World Wide Press, investment in ... Rept. 621—527, 530
Ortendahl, Ruby ... Rept. 1139—648
Osticco, James A ... Rept. 1139—504
Overall supply industry, Detroit area:
Background ... Rept. 621—675
Select committee findings re ... Rept. 621—686
Select committee report on ... Rept. 621—674–686
Star Coverall Supply Co., activities in ... Rept. 621—674–686
Overman, Cecil J.:
Chi-East Trucking Co., vice president of ... Rept. 1139—604
Keegan, Thomas, business association ... Rept. 1139—604–607
Owen, Myra ... Rept. 1139—398
Owens, Buck:
Dynamiting by ... Rept. 1139—12, 13
Shafer, Raymond, dealings with ... Rept. 1139—11
Theft of dynamite by ... Rept. 1139—11, 12
Violence assignments by Ray Shafer ... Rept. 1139—11, 14, 16
Violence to Southwestern Motors ... Rept. 1139—12, 16
Owens, G. Guy ... Rept. 621—582, 583, 585–587
Owens, Herb ... Rept. 1139—398
Owens, James ... Rept. 1139—398
"Ox, The." (*See* Ochs, Marty.)
Ozment, Bob ... Rept. 1417—344

P

P.M.L. Co ... Rept. 1417—233; Rept. 1139—576, 584
Hoffa investment capital, origin of ... Rept. 1139—576, 584
Hoffa-Matheson investment, failure of company ... Rept. 1139—576
Pacific Inter-Mountain Express Co ... Rept. 1417—52, 53, 58; Rept. 1139—43
Bridge, John, represented by ... Rept. 1139—43
Teamster funds used to rescue from bankruptcy ... Rept. 1417—52
Pacific Mutual Life Insurance Co ... Rept. 621—103, 130, 131, 133–135, 146, 192, 193, 199, 200, 206, 207
Central States insurance, low bidder eliminated ... Rept. 621—134
Central States insurance, low bidder for ... Rept. 621—130
Walker, Ralph J., testimony of ... Rept. 621—103

Page
Pacific News Co., Inc---- Rept. 1139—98, 105, 106, 875
Ertis, Irving, president of---- Rept. 1139—105
Pressure to acquire new business---- Rept. 1139—107
Spozate, Michael, vice president of---- Rept. 1139—105
Paddock Lounge---- Rept. 621—604
Paddock, The---- Rept. 1139—507
Padulo, John:
Business manager of American Weekly---- Rept. 1139—123-125
Payoff ordered continued to Harold Gross---- Rept. 1139—124
Approval of---- Rept. 1139—125
Padway, Goldberg & Previant---- Rept. 621—187
Pagano, Pasquale "Patsy"---- Rept. 1139—495, 496
Paige, Joseph---- Rept. 1139—772, 860
Palermi, Armand---- Rept. 621—380, 390
Palm Desert Properties Corp---- Rept. 1417—50
Palmieri, Judge---- Rept. 1417—211
Palmira, Sal---- Rept. 1139—499
Pan American Bank of Miami---- Rept. 1139—636, 637, 639
Panarella, Charles (alias Len Conforti)---- Rept. 1139—759-761
Police record---- Rept. 1139—759
Pantaleo, Frank V---- Rept. 621—605; Rept. 1139—514, 517, 520, 523, 524, 527-529, 567
Expenses at banquet paid by union---- Rept. 1139—529
Glimco, Joseph, house construction for---- Rept. 1139—527
Records, refusal to submit---- Rept. 1139—527, 528
Panton, Thomas---- Rept. 621—600, 601
Panzco, Paul "Peanuts"---- Rept. 621—32
"Papa John." (*See* Priziola, John M.)
Papadio, Andino---- Rept. 1139—505
Paper Makers Importing Co---- Rept. 1139—260
Papp, Carl---- Rept. 1139—257
Pappas, Peter---- Rept. 1139—528
Paramount Disposal Co. (*see also* Portable Container Disposal Co.) Rept. 1417—305
Paris, John---- Rept. 621—118
Parise, Peter (*see also* General Sanitation Co.)---- Rept. 1417—313, 314, 318
Parisi, Joe (*see also* Teamsters Local 27)---- Rept. 1417—202, 306, 308, 309, 327, 328
Police record---- Rept. 1417—306
Underworld associations---- Rept. 1417—306
Park Plaza Apartments, Portland, Oreg---- Rept. 1417—36
Parker, Albert S---- Rept. 1139—25, 34, 38, 42
Court order, failure to comply with---- Rept. 1139—42
Teamsters Local 554, secretary-treasurer of---- Rept. 1139—42
Parker, Patrick---- Rept. 621—411, 412, 502, 503
Parker, William---- Rept. 1139—878
Parkhurst, Edgar C---- Rept. 621—414, 415
"Pasta." (*See* Fazula, Alfred.)
Patapsco project---- Rept. 621—578, 586
Pate, Berlin---- Rept. 1139—293, 388
Patriarca, Ray---- Rept. 1139—737
Patrick, Dale---- Rept. 1417—247, 250
Patrick, Leonard---- Rept. 621—603
"Patsy" (Pasquale Pagano)---- Rept. 1139—495, 496
Patterson, Gov. Paul---- Rept. 1417—23-25, 27
Patterson, Walter J. (W. J. Patton, P. K. Ridgway, Pat Walters, Walter Justin)---- Rept. 1417—271-274
Aliases used---- Rept. 1417—274
Antiunion activities, blueprint prepared---- Rept. 1417—272, 273
Labor Relations Associates agent---- Rept. 1417—272
Vote "No" committee, Whirlpool Corp., established---- Rept. 1417—272, 273
Paul, Leon---- Rept. 1139—397
Paul, Tony Scott---- Rept. 1139—413
Payne, H. L.:
Dissident Teamsters member, beating of---- Rept. 1417—337, 338
Dynamite purchases, charged to organizing expenses---- Rept. 1417—334
Teamsters Local 621 secretary-treasurer---- Rept. 1417—333

Page
"Peanuts" (Paul Panzco) ---- Rept. 621—32
Pearl, Mortimer ---- Rept. 1139—750, 751
Pechan, Marjorie ---- Rept. 621—618, 619
Pecora, Joseph ---- Rept. 1139—503
Pecord, Ollie ---- Rept. 1139—444
Peluso, Mike ---- Rept. 1139—699, 700
Pelz, Mr ---- Rept. 1139—117
Pemberton, J. R. (*see also* Newman-Pemberton Trucking Co.) ---- Rept. 1417—342
Pence, Mildred ---- Rept. 1139—399
Penn Drape & Curtain Co ---- Rept. 1139—504
Penn Fruit Co ---- Rept. 621—436–438, 440, 445, 449
Penn Mutual Life Insurance Co ---- Rept. 621—423
Penn Products Co ---- Rept. 621—518, 569, 570, 572, 574–578, 580–588, 591
Construction firms, business dealings with ---- Rept. 621—570–590
Johnson, Charles, Jr., investment by ---- Rept. 621—570
Middleman contracting ---- Rept. 621—575, 584–587
Union influence used to secure bids ---- Rept. 621—573
Weiss enterprise ---- Rept. 621—570, 588
Penner, Joe, duck, death of ---- Rept. 621—77
Penn's Manor, Inc ---- Rept. 621—421
Pennsylvania Department of Labor and Industry ---- Rept. 621—423
Pennsylvania Federation of Labor ---- Rept. 1417—90, 103, 104; Rept. 621—420–424
Advertising, sale of, Pennsylvania Federationist ---- Rept. 621—420–425
Pennsylvania Federationist (labor journal) ---- Rept. 621—383, 420–424, 515, 516
Lapensohn shakedown for advertising ---- Rept. 621—420–425
Pennsylvania Power & Light Co ---- Rept. 621—422
Pennsylvania State College ---- Rept. 621—421
Pennsylvania State Labor Board ---- Rept. 621—20
Pennsylvania Trade Unionist ---- Rept. 621—424
Penzato, Anthony ---- Rept. 1139—814, 817
People (Kohler Co. publication) ---- Rept. 1139—225
People v. *Dioguardi* ---- Rept. 1139—692
Pepi, Vito ---- Rept. 1139—751
Pepper, Robert ---- Rept. 621—589
Pera, Martin F ---- Rept. 1139—494–497, 499, 738, 739
Criminals, top, in United States, list ---- Rept. 1139—496, 497, 499
U.S. Bureau of Narcotics investigator, testimony ---- Rept. 1139—494, 496
Perfect Circle Corp ---- Rept. 1139—279–281, 283, 285, 286, 288–297, 299, 301–304, 320–324, 326, 330, 335, 384, 386, 387, 392, 393, 400–404, 871
Airlift at New Castle during strike ---- Rept. 1139—294, 389
Antiunion actions against UAW ---- Rept. 1139—288
Arsenal ---- Rept. 1139—294, 295, 297, 394, 395
Background and purpose of corporation ---- Rept. 1139—285, 384
Contract agreement, UAW ---- Rept. 1139—299, 403
Contract, UAW, 60-day notice to cancel ---- Rept. 1139—286
Gun permits issued nonstriking employees ---- Rept. 1139—294
Hoffman, Clyde, counsel for ---- Rept. 1139—288
New Castle plant, defense against attack ---- Rept. 1139—294, 295, 389, 390
Nonstriking employees, threats to, Hagerstown ---- Rept. 1139—387
Prosser, William B., president of ---- Rept. 1139—286, 335
Strikebreakers:
Advertisements for ---- Rept. 1139—291
Importation from out of State ---- Rept. 1139—291, 292
Strikers:
Firing of, for picket line activities ---- Rept. 1139—294
Reinstated after strike ---- Rept. 1139—292
UAW ouster, reason given ---- Rept. 1139—286
Perfect Circle-UAW strike (*see also* Berndt, Raymond H.):
Ambush attempt, unsolved ---- Rept. 1139—293, 389
Ambush of nonstriking employees ---- Rept. 1139—293, 388, 389
Arrest chronology ---- Rept. 1139—399, 400
Arrests at mass picket demonstration ---- Rept. 1139—293, 389
Arrests of nine strikers, charges dropped ---- Rept. 1139—291
Bus with strikebreakers, violence to ---- Rept. 1139—291, 388

Perfect Circle-UAW strike—Continued Page
Cause of ... Rept. 1139—286, 335, 385
Findings, Senators McClellan, Kennedy, Ervin, and Church ... Rept. 1139—301–304
Gun permits issued company nonstrikers ... Rept. 1139—294
Hagerstown plant, mass picketing by UAW ... Rept. 1139—387
History and outcome ... Rept. 1139—285
Injunction issued ... Rept. 1139—290
Mass demonstrations ... Rept. 1139—290, 291
Mitchell, James, strike settlement ... Rept. 1139—403
National Guard called ... Rept. 1139—299, 386, 396
New Castle plant:
Destruction of, rumors ... Rept. 1139—294, 295, 389, 390
Restraining order, mass picketing ... Rept. 1139—290
Photographs and descriptions, listed ... Rept. 1139—400, 401
Picketing:
Injunction issued ... Rept. 1139—290, 388, 402
Mass arrests ... Rept. 1139—289, 293, 387, 389
Settlement negotiated ... Rept. 1139—285, 395, 396
Shootings ... Rept. 1139—294–297, 390, 394, 395
Strike vote ... Rept. 1139—287, 385
Strikers:
Noncompany, presence of ... Rept. 1139—401
Reinstatement of ... Rept. 1139—299
Vandalism to nonstrikers ... Rept. 1139—291, 293, 388, 389
Views by Senators Capehart, Curtis, Goldwater, and Mundt Rept. 1139—320–332
Violence:
Hagerstown and Richmond, list ... Rept. 1139—398, 399
Hagerstown nonstrikers, victims of ... Rept. 1139—387
New Castle plant ... Rept. 1139—394, 395, 397, 398
October 5 episode, summation of ... Rept. 1139—298, 390, 391
Preventive action, Hagerstown store closing ... Rept. 1139—387
Periodical distributors ... Rept. 1139—106, 107, 128
Business résumé ... Rept. 1139—106
Deliverers' Union, placed at disadvantage by ... Rept. 1139—106
Perlman, Dr. Leo ... Rept. 1417—233; Rept. 621—103–105, 121, 122, 124, 125, 128–130, 132, 133, 136–140, 144, 147, 152, 153, 167–172, 182, 200, 206, 207.
Central States insurance award to Union Casualty Co ... Rept. 621—136, 137
Dorfman, Allen, sponsoring of, in insurance business ... Rept. 621—121, 124, 128, 153
Insurance business, income received from ... Rept. 621—152, 153
Insurance business obtained from Teamsters ... Rept. 621—103
Investment returns ... Rept. 621—152, 153
Teamster officials, entertainment of ... Rept. 621—132
Teamster officials, gifts to ... Rept. 621—105, 121
Teamster welfare insurance plans, control over ... Rept. 621—171
Union Casualty Co., control of ... Rept. 621—103, 121, 122, 153
United Public Service Corp., control of ... Rept. 621—121, 122, 153
Vested commissions on Teamster insurance, Allen Dorfman ... Rept. 621—171, 172
Perlman, Max ... Rept. 621—540
Pero, Angelo ... Rept. 1139—770
Perotti, Anthony ... Rept. 1139—784
Perrone, Jasper ... Rept. 621—677
Perrone, Matthew ... Rept. 621—677
Perrone, Santo ... Rept. 621—14, 90, 674, 677, 686; Rept. 1139—320, 615
Biography ... Rept. 621—677
Police record ... Rept. 621—677
Union-busting history ... Rept. 621—677
Perry, Charles ... Rept. 1417—333, 340
Siruping by Teamsters Local 621 ... Rept. 1417—333
Peskin, Joseph "Sugar Joe" ... Rept. 1139—842, 866

Page

Peter Pan Restaurants:
Benefits derived through payoffs ... Rept. 621—663
Dues paid by employer ... Rept. 621—663
Dues paid in names of ex-employees ... Rept. 621—663
Labor peace through Chicago Restaurant Association ... Rept. 621—662
Savings via subscale wages ... Rept. 621—663
Peterman (business agent) ... Rept. 1417—305
Peters, Don ... Rept. 621—105, 121, 132, 158, 182–185, 187
Hotel bill paid by Union Insurance Agency ... Rept. 621—182, 183
President, Teamsters Local 743, entertained by Perlman ... Rept. 621—182
Union funds for Hoffa testimonial dinner ... Rept. 621—184
Waste trades, arrangement with Paul Dorfman for organizing ... Rept. 621—184, 185
Peters, Sam:
Conviction, for barbershop window smashings ... Rept. 1417—339, 340, 356
Sirupings, admission of ... Rept. 1417—335
Smith, W. A., protection of ... Rept. 1417—335
Teamster goon, barbershop violence ... Rept. 1417—339, 355, 356
Peters, Ted ... Rept. 1139—812
Peterson, Eugene (*see also* United Packinghouse Workers of America) Rept. 1417—259
Peterson, Fred L ... Rept. 1417—13, 14
Peterson, J. C., Co ... Rept. 1417—412
Peterson, John, Construction Co ... Rept. 621—571
Peterson, Virgil W., Chicago Crime Commission ... Rept. 621—595–598, 600, 602, 625; Rept. 1139—879
Background testimony re Anthony V. Champagne ... Rept. 621—626
Leadership, crime syndicate traced ... Rept. 621—595–597
Restaurant Workers, invasion of criminals ... Rept. 621—595–603, 625
"Petey" Mack (Samuel Kaufman) ... Rept. 1139—773
Peth, Arthur ... Rept. 1139—439, 450
Petro, Dr. Sylvester:
Organized labor in politics ... Rept. 1139—134–136
Professor of law, New York University ... Rept. 1139—131
Petroff, Edward ... Rept. 621—675, 679, 682, 684, 685
Pettibone Sand & Gravel Co ... Rept. 621—25
Pettibone v. *Nichols* ... Rept. 1139—327
Philadelphia:
Coin-operated machines ... Rept. 1139—740
Law enforcement during labor violence ... Rept. 621—405
Public official, payoff to ... Rept. 621—394, 395
Philadelphia Bar Association ... Rept. 621—479, 483, 487, 488, 492, 494, 509, 513, 516, 517
Ruling, Carroll and Markowitz ... Rept. 621—509–513
Philadelphia Better Business Bureau ... Rept. 621—421
Philadelphia National Bank ... Rept. 1417—150
Philipsborn, H. T., Mortgage Co., loan to James G. Cross ... Rept. 1417—122
Philipsborn, Martin, Jr ... Rept. 1417—123, 125, 128
Philipsborn, Martin, Sr ... Rept. 1417—122, 124, 125 128
Carbonara, Peter, Washington meeting, contract discussed ... Rept. 1417—124, 125
Cross, James G:
Loan to Cross ... Rept. 1417—124
Paternal fondness for Cross ... Rept. 1417—124
Washington meeting, contract discussed ... Rept. 1417—124, 125
Phillips, Eldon ... Rept. 1417—270
Picariello, Patrick J.:
Elective process, A. & P. Co. interference with ... Rept. 621—211, 290
Threats against employees, A. & P. Co ... Rept. 621—278
Union organizers, A. & P. Co. campaign against ... Rept. 621—210, 211
Piccarelli, Frank ... Rept. 1139—753
Piccarelli, Jimmy ... Rept. 1139—753
Pick, Dave ... Rept. 1417—304

Pickett, Scott:
Grievances, Trans-American, settlement at 40 percent of claim--Rept. 1139—598
Settlement in court at 90 percent---- Rept. 1139—598, 599
Hoffa orders settlement at 40 percent of claim---- Rept. 1139—599
Picture Frame Workers Union---- Rept. 621—603, 605
Local 18–B---- Rept. 621—605
Pierce, Ralph---- Rept. 621—596
Pieri, Sam---- Rept. 1139—502
Piggly Wiggly Markets---- Rept. 1139—200
"Piggy Mack" (Vincent Marchesi)---- Rept. 621—73, 74
Pilcher, J. V., Co---- Rept. 1417—278, 300
Pinball machines. (*See* Coin-operated machines.)
Pinciotti, Don---- Rept. 1139—413, 453
Pinelli, Anthony---- Rept. 1139—813–821, 861
Police record---- Rept. 1139—816, 817
Pinkerton Detectives---- Rept. 1139—651
Pioneer News Agency, St. Louis---- Rept. 1139—507
Pioneer Trust & Savings Bank---- Rept. 1139—529
Pirtle, Fred---- Rept. 1417—340
Piscitelli, Edward---- Rept. 1417—429
Piscitelli, John---- Rept. 1417—429–431
Pitell, Philip---- Rept. 1139—647, 648
Pitman Trucking Co. (Arthur Pitman), extortion by Tony Provenzano---- Rept. 1139—667
Pitts, Charles---- Rept. 1139—397, 399
Pittsburgh Sun-Telegraph---- Rept. 1139—127, 128, 650–652, 654, 873
Cozza, Theodore, salary paid for labor peace---- Rept. 1139—127, 128
Pitzele, Merlyn S---- Rept. 1417—291, 295–297; Rept. 1139—877
Beck, David D., Sr., adviser to---- Rept. 1417—296
Building Service Employees, writer for---- Rept. 1417—297
Business Week labor editor---- Rept. 1417—295
Resignation---- Rept. 1417—295
Labor leaders, articles on---- Rept. 1417—295
New York State Mediation Board, chairman of---- Rept. 1417—295–297
Pay as Beck adviser from Nathan Shefferman---- Rept. 1417—296
Pizzo, Joseph---- Rept. 621—567, 568
Pladson, Mrs. Ole T., vandalism and telephone campaign victim- Rept. 1139—378
Platform Workers Union---- Rept. 1139—118
Platt, Samuel---- Rept. 621—311, 312, 343, 344, 346, 350
Butchers Union insurance, commissions from-- Rept. 621—311, 343, 344, 346
Deercrest Country Club, investment in---- Rept. 621—311, 343, 344
Plaza Amusement Co---- Rept. 1139—507, 738
Pleister, Warren B---- Rept. 1417—271
Ploetz, Rudolph J---- Rept. 1139—230, 234, 238, 239, 241–245, 346, 347, 352–355, 380–382
Campaign contribution from UAW---- Rept. 1139—242, 380
Clay boat crowd, address to---- Rept. 1139—243
Clay boat incident, Peter Buteyn---- Rept. 1139—241, 242, 381
Clay boat incident, statement re---- Rept. 1139—239, 354, 355, 381
Dynamite discovery---- Rept. 1139—230
Kohler Co. demand for protection---- Rept. 1139—238, 352, 381
Kohler-UAW strike, activity in---- Rept. 1139—245
Law enforcement favoritism shown UAW---- Rept. 1139—354, 355, 381
Mayor of Sheboygan---- Rept. 1139—230, 380
Political contributions from union, denial of---- Rept. 1139—242
Plotkin, Leo---- Rept. 1417—30
Plumbers International Union---- Rept. 1139—76, 254, 276
Cooperation with UAW boycott of Kohler products---- Rept. 1139—254, 256, 359
Kohler products, refusal to handle---- Rept. 1139—256
Local 75, boycott of Kohler products---- Rept. 1139—256, 359
Plumbing industry, cooperation extended UAW in Kohler boycott- Rept. 1139—254, 256, 257
Plumeri, James (*see also* Jimmy Doyle):
Activities, summary of---- Rept. 1139—506, 507
Police record---- Rept. 1139—506

Page
Plummer, Herman ... Rept. 1417—28
Plunkett, William ... Rept. 1139—793
Poch, William ... Rept. 1139—650, 651
Pohl, Matt ... Rept. 1139—795
Poirier & McLane ... Rept. 621—571
Political campaign contributions by labor and management: Senate Select Committee:
Findings ... Rept. 1139—137
Report ... Rept. 1139—231
Political expenditures:
Corporations, methods of disguising, list ... Rept. 1139—132
Union, methods of disguising, list ... Rept. 1139—131
Polizzi, "Big Al" ... Rept. 1139—504
Polizzi, Michael ... Rept. 1139—488
Polk, R. L., Co ... Rept. 1417—35
Pollen, Bernard ... Rept. 621—393
Poole, John Frederick:
Assault upon James Ford, participation in ... Rept. 621—58
Police record ... Rept. 621—61
Trial witness, threatening of ... Rept. 621—60
Violence, decoy scheme to waylay taxicabs ... Rept. 621—59, 61
Pope, Fred ... Rept. 1139—398
Pope & Talbot, Portland, Oreg ... Rept. 621—572
Poritsky, Sid ... Rept. 621—627
Porritt (partner, P.M.L. Co.) ... Rept. 1417—233
Portable Container Disposal Corp ... Rept. 1417—305, 326, 327; Rept. 1139—701
Jumping stops, aided by Teamsters Local 396 ... Rept. 1417—304, 305
Teamsters officials, ownership by ... Rept. 1417—304, 305
Porter County, Ind., coin-operated machines (*see also* Coin-operated machines) ... Rept. 1139—813–823
Porter, Harry ... Rept. 1139—99
Porter, Melvin Andrew "Mike":
Acme Heating Co., part owner of ... Rept. 1139—92
Shakedowns by Sheet Metal Union, threatened to expose ... Rept. 1139—92, 93
Portland Central Labor Council ... Rept. 1417—10
Portland, Oreg.:
Coin-operated machines ... Rept. 1139—735
Public officials, bribery of ... Rept. 1417—30–33
Teamsters:
Langley, William, support of ... Rept. 1417—9–11
Senate Select Committee findings ... Rept. 1417—37–40
Portland Towers Apartments ... Rept. 1417—36
"Portrait of an American Labor Leader: William L. Hutcheson" (*see also* Hutcheson, William L., biography) ... Rept. 621—540–543, 546, 547, 549, 551, 592
Poss, Bernard ... Rept. 1139—785–787
Possehl, John ... Rept. 1417—373, 375, 418, 421, 422
Huddell, Arthur, murder of ... Rept. 1417—373
Maloney supporter ... Rept. 1417—373
President, Operating Engineers ... Rept. 1417—373
Post Time Tavern ... Rept. 621—604
Poszywak, Josephine. (*See* Mrs. James R. Hoffa.)
"Potatoes." (*See* Daddano, Willie.)
Pots, Louie ... Rept. 1139—771
Potter, Senator ... Rept. 1139—310
Poultry Handlers' Union Local 650 ... Rept. 1139—514
Powell, Hyman J ... Rept. 621—40, 41
Powers, B. B ... Rept. 1417—351, 352, 354
Dynamiting, Teamsters officials identified ... Rept. 1417—352
Dynamiting of store ... Rept. 1417—351, 352
Knoxville police, failure to prosecute dynamiters ... Rept. 1417—352
Threats against by Teamsters official ... Rept. 1417—351
Powers, John ... Rept. 1139—810, 811
Powers Supermarket ... Rept. 1417—355
Pozusek, Edward ... Rept. 1417—90, 91

Page
Pranno, Rocco ... Rept. 1139—785–787
Police record ... Rept. 1139—785
Prasch, Rita ... Rept. 1417—41
Pratt, Growman, Midwest Haulers, discharge from re fringe benefits claim ... Rept. 1139—607, 607
Prebenda, Joseph ... Rept. 1417—223; Rept. 621—23; Rept. 1139—127, 130, 649, 651, 654–656, 728
Hoffa, James:
Loan to, unpaid ... Rept. 1139—649, 656
Support of ... Rept. 1139—649
Nepotism ... Rept. 1139—656
Salary and expenses, Teamsters Local 372 ... Rept. 1139—655
Salary paid by Detroit Times for labor peace ... Rept. 1139—127, 128, 654, 655
Five-year totals ... Rept. 1139—656
Secretary-treasurer, Teamsters Local 372 ... Rept. 1139—127, 128, 649
Premium Beer Sales, Inc ... Rept. 621—653, 655, 673
Prentice Nursery & Decorating Co ... Rept. 1417—63
Press, payoffs to Teamsters for labor peace ... Rept. 1139—649–656
Presser, William ... Rept. 1417—254, 449; Rept. 621—25–27, 111; Rept. 1139—504, 588–591, 713–717, 719–722, 731, 826, 857, 863, 874
Cincinnati activities ... Rept. 1139—588–592
Friedman, Harvey, appointed officer of local 122 ... Rept. 1139—588
Funds, Teamsters, misuse of ... Rept. 1139—716, 717
Hoffa, James:
Defense of Presser ... Rept. 1139—716, 717, 720, 721
Emissary in Ohio ... Rept. 1139—588, 589
Loans, personal, with Teamsters collateral ... Rept. 1139—716
Luken, James T.:
Attempted buyoff of ... Rept. 1139—589
Intimidation ... Rept. 1139—588
Payoffs to, by Victor DeShryver ... Rept. 1139—716
Police record ... Rept. 621—26
President, Ohio Conference of Teamsters and Joint Council 14 ... Rept. 1139—588, 713
Records, destruction of ... Rept. 621—26
Severance pay voted ... Rept. 621—27; Rept. 1139—716, 717
Union funds, use of ... Rept. 621—26, 27
Presser, Mrs. William ... Rept. 1139—827
Prested, Danny ... Rept. 1139—337
Prestige Frocks, Inc ... Rept. 1139—506
Previant, David ... Rept. 1417—166, 195, 196, 218; Rept. 621—86, 167, 168, 188, 199
Positions held, services performed, conflicts of interest ... Rept. 621—167, 168
Senate Select Committee, statement submitted to ... Rept. 621—187, 188
Questioning of testimony ... Rept. 621—199
Price Waterhouse Co ... Rept. 621—9, 50; Rept. 1139—705
Pride, Roy ... Rept. 1139—542, 553
Prinos, John ... Rept. 1417—419; Rept. 621—570, 572
Prio, Ross ... Rept. 621—614, 647, 648, 654, 670
Business connections ... Rept. 621—654
Contempt citation recommended ... Rept. 621—670
Police record ... Rept. 621—654
Priore, Jack ... Rept. 1417—171, 218
Pritkin, William ... Rept. 1139—518, 566
Private Sanitation Unit Local 813. (*See* Teamsters Local 27.)
Priziola, John M. "Papa John" ... Rept. 1139—827–830, 864
Police record ... Rept. 1139—828, 829
Pro, Anthony. (*See* Provenzano, Anthony.)
Probstein, David ... Rept. 621—27–33, 111, 175, 162, 163
Disappearance of ... Rept. 621—27, 29
Dorfman, Allen, insurance agent for ... Rept. 621—29
Dorfman, Allen, loan obtained from ... Rept. 621—162, 163
Hoffa, Hobren Corp. loan to State Cab Co ... Rept. 621—28
Profaci, Carmela ... Rept. 1139—488

Page
Profaci, Joseph ... Rept. 1139—488, 494, 501–505
Activities, summary of ... Rept. 1139—502–504
Apalachin, N. Y., meeting, attendance ... Rept. 1139—494
Profaci, Rosalie ... Rept. 1139—488
Professional Guidance Committee. (*See* Committee on Professional Guidance.)
Property damage, George L. Ruchnow, Inc., nonunion construction company ... Rept. 1417—96–98
Prosser, William B., president, Perfect Circle Corp ... Rept. 1139—286–295, 297, 299, 300, 302, 335, 384, 385, 389, 390
Perfect Circle-UAW strike:
Arbitration, differences ... Rept. 1139—385
Bus violence ... Rept. 1139—291
Cause ... Rept. 1139—286
Issues, basic ... Rept. 1139—335
Shooting incident ... Rept. 1139—297, 298, 390–392
Strikebreakers, advertising for ... Rept. 1139—292
Unions, relationship ... Rept. 1139—384
Vandalism against nonstrikers ... Rept. 1139—287, 288
Violence ... Rept. 1139—291
Vote, strike ... Rept. 1139—287
Weapons, Perfect Circle plant ... Rept. 1139—294, 297, 389
Protetch, Jacob ... Rept. 1139—609, 610
Provenzano, Anthony "Tony Pro" (*see also* Teamsters Local 560) ... Rept. 1139—111, 572, 666–668, 671, 729
Extortion, Dorn Transportation Co ... Rept. 1139—668, 669
Extortion, Pitman Trucking Co ... Rept. 1139—667
Hoffa henchmen, New Jersey area ... Rept. 1139—666
Hoodlum associates ... Rept. 1139—666, 667
Police record ... Rept. 1139—111
President, Teamsters Local 560 ... Rept. 1139—111, 666
Retainer fee paid assistant prosecutor ... Rept. 1139—668
Providence, R.I., coin-operated machines ... Rept. 1139—737
Prujanski, Herman "Turk":
Grand jury testimony against Hoffa ... Rept. 1417—245
Memory, loss of ... Rept. 1417—246
Public Constructors, Inc. (*see also* Weber, Peter) ... Rept. 1417—418, 419
Public Contracting Corp. (*see also* Weber, Peter) ... Rept. 1417—418
Public Law 96 ... Rept. 1139—733
Public Review Board ... Rept. 1139—283
"Public Stake in Union Power, The" ... Rept. 1139—332
Pucci, Judge Albert ... Rept. 1139—679
Puerto Ricans, UAW–AFL exploitation ... Rept. 1417—163, 179, 180, 200
Punchboards, Teamster control ... Rept. 1417—14, 15
Purcell, James ... Rept. 1417—14
Pure Oil Co., Cleveland ... Rept. 1139—5
Purity Packing Co.:
Picket line, organizing ... Rept. 1417—336
Picket line, violence ... Rept. 1417—336
Putnam Stables ... Rept. 1139—506

Q

Quasarano, Raffaele (Jimmy Queer, Jimmy Q.) ... Rept. 621—14–16, 18, 21, 111; Rept. 1139—496, 830
Brennan, Bert, tieup with ... Rept. 621—16, 17
Police record ... Rept. 621—15, 16
Quasha, Rhoda ... Rept. 621—535, 536
Quebec-Chibougunau stock ... Rept. 1417—51
Quigley, Martin J ... Rept. 1417—135–140, 151–153, 160
Quonset huts. (*See* Teamsters Local 299; *see also* Hoffa, James R.)

R

R. & N. Ranch ... Rept. 1139—307, 413
R. & R. Enterprises ... Rept. 1139—413
RR Club ... Rept. 1139—507, 508
Rabiger-Kramer, Inc ... Rept. 621—440

Page
Rabinovitz, David ... **Rept. 1139**—209, 228, 250
Rabitte, Mr. (Domestic Linen Co.) ... **Rept. 621**—681
Raddock, Bert ... **Rept. 621**—526, 531; **Rept. 1139**—873, 874
Raddock, Charles ... **Rept. 621**—526
Raddock, Maxwell C. (*see also* Trade Union Courier; *also* World Wide Press; *also* Carpenters Union) ... **Rept. 621**—311, 317, 347, 349, 363, 374, 517–520, 523–557, 590–592; **Rept. 1139**—870, 873, 874
- Block, Louis and Max, relationship ... **Rept. 621**—311, 349
- Butchers Union and Patrick Gorman, business relations ... **Rept. 621**—317, 318
- Carpenters Union, fraud against ... **Rept. 621**—537, 542–544, 549, 591
- Carpenters Union officials, indictment of ... **Rept. 621**—554
- Hutcheson biography:
  - Cost of writing ... **Rept. 621**—548
  - Diversion of funds ... **Rept. 621**—550
  - Plagiarism ... **Rept. 621**—546–548
  - Printed in nonunion plant ... **Rept. 621**—549
  - Profits derived ... **Rept. 621**—518, 519, 533–537, 539, 591, 592
  - Retroactive approval ... **Rept. 621**—534, 535
- Hutcheson monarchy, dealings with ... **Rept. 621**—518, 519, 533, 591
- Income tax, earnings unreported ... **Rept. 621**—527
- Investigation of labor leaders ... **Rept. 621**—552, 553
- Labor leaders, likes and dislikes of ... **Rept. 621**—552
- Loans to ... **Rept. 621**—550
- Monetary benefits derived from Carpenters ... **Rept. 621**—517, 518, 533–537, 551, 591
- Payments received, duplicate ... **Rept. 621**—544, 549
- Personal financial standing ... **Rept. 621**—550, 551
- Printing plant, welfare funds invested in ... **Rept. 621**—311, 347–349
- Senate Select Committee findings re ... **Rept. 621**—590–592
- Senate Select Committee report on ... **Rept. 621**—517–590
- Trade Union Courier, owner of ... **Rept. 621**—517
- World Wide Press bonds, default in interest ... **Rept. 621**—311, 347–349
- World Wide Press Syndicate, Inc., owner of ... **Rept. 621**—517

Radio, gangster use ... **Rept. 1139**—743, 797, 840, 841
Ragan, James M ... **Rept. 621**—652
Railroads, service refused shipper ... **Rept. 1139**—38
Rainbow Tavern, Seattle, Wash ... **Rept. 1417**—35
Raines, Earl ... **Rept. 1139**—400
Ram Transport, Inc ... **Rept. 1139**—604
Ramares, James ... **Rept. 1139**—852
Ramey, Guy ... **Rept. 1139**—398
Raml, John ... **Rept. 1139**—151
Rand, Donald, UAW international representative ... **Rept. 1139**—159, 181, 183, 184, 199, 206, 216, 218, 219, 232, 234–236, 238, 240, 243–250, 252, 255, 273, 274, 329, 337, 338, 344–351, 356–358, 372, 386, 408, 409.
- Boycott activity, direct approach plan ... **Rept. 1139**—252
- Clay boat incident:
  - Crowd control ... **Rept. 1139**—243, 346
  - Role played ... **Rept. 1139**—234–237, 348–351
- Clay boat unloading, prevention of ... **Rept. 1139**—344, 345
- Flower fund, UAW, contributions ... **Rept. 1139**—408, 409
- Kohler Co., boycott of ... **Rept. 1139**—356
- Kohler-UAW strike, participation ... **Rept. 1139**—338
- Oosdyk, Dale, harassment of ... **Rept. 1139**—371–373
- Teamster truckdrivers, request not to cross picket lines ... **Rept. 1139**—235
- Wall Street Journal writeup ... **Rept. 1139**—216

Randaccio, Fred ... **Rept. 1139**—502
Randall, Lee (Irving Halperin) ... **Rept. 621**—424
Randazzo, Anthony ... **Rept. 1139**—497, 849, 852, 854, 855, 866
Range Club ... **Rept. 1139**—144
Ranger Restaurant ... **Rept. 1139**—528
Ranney, Frank H ... **Rept. 1417**—70
Ranstad, Harold ... **Rept. 621**—569; **Rept. 1139**— 603, 604, 691
Rao, Vincent ... **Rept. 1139**—501, 505
Rapid Rubbish Removal ... **Rept. 1417**—311, 328

Page

Rashid, Joseph:
Assistant prosecutor, Detroit, Hoffa threats ... Rept. 621—89, 90
Teamster officials, prosecution of, Detroit grand jury ... Rept. 621—89
Testimony of ... Rept. 621—90, 91
Raskin, Max ... Rept. 1139—220
Ratcliff, Joe ... Rept. 1139—397
Ratcliffe, French T ... Rept. 621—212–217, 221, 224–232, 235, 236, 252, 255, 259, 262, 268–270, 292, 300, 301
A. & P. Co., advantageous contract offered to ... Rept. 621—213–215, 217, 221
A. & P. Co. Bronx election, concern over ... Rept. 621—212, 213
Block, Max, representation discussions with ... Rept. 621—213–215, 217
Block supporters, preferential treatment of ... Rept. 621—301
Card count:
A. & P. agreement to hold ... Rept. 621—232
Interest in validity of ... Rept. 621—221
Secrecy, reasons for ... Rept. 621—235, 236, 255
Contract with Butchers Union, secret supplement to ... Rept. 621—268–270
Correspondence with Butchers Union, purpose of ... Rept. 621—230, 231
Representation of grocery clerks by Butchers Union ... Rept. 621—228, 230
Saving, A. & P., 40- versus 45-hour week ... Rept. 621—262, 263
Signing up employees, help from management ... Rept. 621—252
Threat of work stoppage, testimony concerning ... Rept. 621—216, 226, 235, 236
Rath, Robert ... Rept. 1139—434
Ratner, Gov. Payne H ... Rept. 621—32, 85–88, 106, 107, 111
Cab contract, Wichita, Kans ... Rept. 621—106
Contempt citation against Hoffa, efforts to prevent ... Rept. 621—86, 87
Hearings, pressures applied, connection with ... Rept. 621—85–89
Teamsters, employed as attorney by ... Rept. 621—86, 106
Teamsters funds, use in political activity ... Rept. 621—88
Ratteni, Alfred "Nick" (*see also* Westchester Carting Co.) ... Rept. 1417—306, 307, 327–329
Income tax evasion, indictment for ... Rept. 1417—306
Mafia and narcotics connection ... Rept. 1417—306
Police record ... Rept. 1417—306
Rauh, Joseph L., Jr ... Rept. 1139—195, 203, 255, 258–260, 264, 386, 414, 415, 452, 455
UAW attorney in Kohler dispute ... Rept. 1139—195
Vandalism hoaxes ... Rept. 1139—195, 196
Rausch, Raymond R ... Rept. 1139—418, 419
Rawlings Manufacturing Co., violence at organizing ... Rept. 621—56
Ray, John ... Rept. 1139—392
Ray, Theodore "Teddy" (Theodore Rij) ... Rept. 1417—164, 165, 171
Rayder, Harold E ... Rept. 1139—820–822, 862
Raymond Concrete Pile ... Rept. 621—571
Reade, Edward Harold (Nantucket Restaurant) ... Rept. 621—629–635, 641
Organization drive, hands off police policy ... Rept. 621—632, 633
Organization drive, intimidation of patrons ... Rept. 621—632, 633
Restaurant association, aid from ... Rept. 621—633
Restaurant workers organization drive, violence ... Rept. 621—632–634
Shakedown attempt ... Rept. 621—631, 641, 644
Reagan, Wendall ... Rept. 1139—400
Real Estate Research Corp ... Rept. 1139—641
Reape, Patrick J ... Rept. 621—210, 212, 227, 228, 240, 244, 245, 279, 286–289
A. & P. contract, employee reaction ... Rept. 621—279
Butchers Union, reimbursement to employees fired by A. & P. ... Rept. 621—286, 287
Local 474, CIO, affiliation with Butchers Union ... Rept. 621—286
Safeway Stores, contract signed ... Rept. 621—227, 228
Secret agreement, continuation of 45-hour week ... Rept. 621—287–289
Union organizers, A. & P. campaign against ... Rept. 621—210
Reardon, Eugene, Sr ... Rept. 1417—417
Reben, Irving ... Rept. 1139—99
Recchia, Angelo (*see also* Trio Carting Co.) ... Rept. 1417—320–322
Recorded Music Service Association, Inc ... Rept. 1139—860
Rector, Ward ... Rept. 1139—205
Red Ball Freight Lines ... Rept. 1139—16

Page
Red Rooster ... Rept. 1139—507
Red Wheel Tavern ... Rept. 621—647
Rednour, Ernest ... Rept. 1139—399
Reed, Frank ... Rept. 1417—348
Reed Shoulder Pad Co. (also known as Three Brothers Co.) ... Rept. 1139—506
Reedy, Tom ... Rept. 1417—308
Reese, Mel ... Rept. 621—74
Reeves, Jesse, Teamsters organizer fired for antigoon attitude ... Rept. 1417—335
Regal Amusement Corp ... Rept. 1139—771
Regal Music Co., Inc ... Rept. 1139—771
Regent Drugstore ... Rept. 621—641, 644
Reger, Alfred ... Rept. 1417—171; Rept. 621—11, 12; Rept. 1139—699, 700, 722, 727, 876
Hoffa, cleanup action ... Rept. 621—11, 12
Communist connections ... Rept. 1139—699
Extortion attempt ... Rept. 1139—700
Police record ... Rept. 1139—699
Secretary-treasurer, Teamsters Local 522 ... Rept. 1139—699
Shakedown attempt, Union Salvage Co ... Rept. 1139—700
Underworld connections ... Rept. 621—11, 12
Reichardt, Philip, secretary-treasurer, Teamsters Local 405 ... Rept. 621—62, 63
Reiss, Harry (Harry Greenberg; Harry Berkowitz) ... Rept. 1417—171, 203
Reiter, Mike ... Rept. 1139—112
Reliable News Service, Fairmount City, Ill ... Rept. 1139—507
Renda, Carl ... Rept. 621—677; Rept. 1139—320, 329, 436
Reniker, Amos E ... Rept. 621—51–53
Reporter (formerly Kohlerian), UAW Local 833 publication ... Rept. 1139—246
Reports of select committee. (*See* Senate Select Committee, reports.)
Republic National Life Insurance Co. (*see also* Dorfman insurance companies ... Rept. 621—122, 140, 167, 173, 174
Dorfman, Allen, appointment as general agent ... Rept. 621—140
Dorfman group policies, vested fee arrangement ... Rept. 621—122, 173
Teamsters groups underwritten, list ... Rept. 621—140
Restaurant Association. (*See* Chicago Restaurant Association.)
Restaurant owners, Chicago area, payoffs to union charged as business expense ... Rept. 621—670
Restaurant Workers, Chicago (Hotel and Restaurant Employees and Bartenders International) ... Rept. 1139—328, 517, 538, 549, 550, 557, 560, 561, 568, 870
AFL–CIO cleanup, result of committee hearings ... Rept. 621—670
Contract, union, not disclosed ... Rept. 621—655–663
Criminal leaders, list of, associated with ... Rept. 621—594, 595
Dead waitress, dues payment for ... Rept. 621—629
Death benefit, failure to pay ... Rept. 621—629
Employee losses from union organization ... Rept. 621—655–666
Findings, Senate Select Committee ... Rept. 621—671
Ivanhoe Restaurant threatened ... Rept. 621—668, 669
Local 26 ... Rept. 1139—503
Local 32 ... Rept. 621—656
Local 66 ... Rept. 1139—490, 501, 502
Local 88 ... Rept. 621—596, 666
Local 278, Bartenders and Beverage Dispensers ... Rept. 621—594, 595, 598, 600–602, 625, 627, 655
Barney's Market Club organization:
No employee benefits ... Rept. 621—655
Pays dues of employees ... Rept. 621—655
Crime syndicate gains control ... Rept. 621—598, 600, 601
Death benefit, unpaid ... Rept. 621—629
Contracts, labor, lack of ... Rept. 621—629
Shakedown attempt ... Rept. 621—598, 599
Syndicate representative placed in control ... Rept. 621—598–600
Yes, Sir, Senators Restaurant, organizing attempt ... Rept. 621—655
Local 394 (*see also* Trungale, Frank) ... Rept. 621—628, 633, 655, 656, 660, 661
Beverly Woods Restaurant:
Partial organization ... Rept. 621—655, 656
Shakedown of ... Rept. 621—655, 656
Substandard wage scale ... Rept. 621—656

Restaurant Workers, Chicago—Continued
Local 394—Continued Page
Dues paid as extortion---- Rept. 621—660
Inglenook Log Cabin Restaurant, partial organization- Rept. 621—628, 629
Nantucket Restaurant, harassment of---- Rept. 621—632–635
Organization, dues only consideration---- Rept. 621—655–662
Rupcich Restaurant:
Partial organization---- Rept. 621—655
Shakedown---- Rept. 621—655
Top-down organizing---- Rept. 621—655
Local 410---- Rept. 621—20, 21
Local 450---- Rept. 621—594, 595, 598, 602–606, 611–613, 617, 619, 622–625, 662–664, 670
Carson's Restaurant, partial unionization---- Rept. 621—662
Charter, ease of obtaining---- Rept. 621—602, 604
Convention delegate, crime syndicate member---- Rept. 621—603
Crime syndicate gains control---- Rept. 621—595, 602, 604
Dominant affiliate, suburban area---- Rept. 621—595
Dues:
Allgauer employees, paid for labor peace---- Rept. 621—612, 625
Fake, paid by management---- Rept. 621—612
For employees paid by employer---- Rept. 621—622
For labor peace---- Rept. 621—617–623
Governor's office, cooperation of, in organizing---- Rept. 621—609, 610
Members, garnered by subterfuge---- Rept. 621—611, 642
Mickelberry's Log Cabin Restaurant, payoffs by-- Rept. 621—664, 665
Organization drive:
Employees not consulted---- Rept. 621—605–611, 621–623
Intimidation of employees---- Rept. 621—608, 609, 621, 622, 625
Intimidation of patrons---- Rept. 621—608, 625
Teamster cooperation---- Rept. 621—607–609
Organizing, top-down---- Rept. 621—664
Payoffs by restaurant owners for labor peace-- Rept. 621—611, 612, 642
Peter Pan Restaurants, dues paid, no contract---- Rept. 621—663
Picketing, illegal---- Rept. 621—605, 607, 611
Top-down organizing---- Rept. 621—605, 606, 622, 623
Vandalism and picketing, police cooperation---- Rept. 621—609
Vandalism, organization drive---- Rept. 621—607, 608
Wage scale ignored---- Rept. 621—613, 623
Local 593, Miscellaneous Workers (*see also* Lardino, John; *also* Blakely, James)---- Rept. 621—594–596, 598, 603, 612, 613, 625, 637, 646, 661, 662, 664–667, 669, 673; Rept. 1139—540, 550
Allgauer Restaurant, dues paid, no contract---- Rept. 621—613
Crime syndicate, control by---- Rept. 621—598, 646
Crime syndicate, cooperation with---- Rept. 621—646
DeMar, Jack, organizing, payoffs---- Rept. 621—667
Dues collected by threats, Julian's Restaurant---- Rept. 621—666
Dominant affiliate---- Rept. 621—595
Election denied---- Rept. 621—637
Esrigs's Coffee Shop payoff for labor peace---- Rept. 621—662
Flanders Tearoom, threats against---- Rept. 621—667, 668
Hessbergers Restaurant, shakedown of---- Rept. 621—665
Hoodlums, business agents connection with---- Rept. 621—594, 596
Hoodlums, secretary-treasurer, connection with---- Rept. 621—594–598, 646
Johnny's Steak House, threats against---- Rept. 621—666
Julian's Restaurant, payoffs for labor peace---- Rept. 621—665, 666
Kinner's Restaurant, shakedown of---- Rept. 621—666
Lardino, John, money garnered from union---- Rept. 621—669
London House Restaurant, top-down organizing-- Rept. 621—663, 664
Marquis Co.:
Election refused---- Rept. 621—637
Harassment by pickets---- Rept. 621—637, 638
Unionization drive halted by hoodlums---- Rept. 621—639, 640
Merger with local 658---- Rept. 621—596
Mickelberry's Log Cabin Restaurant, organizing---- Rept. 621—664

Restaurant Workers, Chicago—Continued
Local 593, Miscellaneous Workers—Continued Page
Organizing, top-down ... Rept. 621—664
Payoffs to underworld ... Rept. 621—603
Picketing to collect payoffs ... Rept. 621—667
Police raid in cleanup attempt ... Rept. 621—596
Local 658, Drug Store, Soda Fountain, and Luncheonette Employees ... Rept. 621—594, 596, 597
Charter, ease of obtaining ... Rept. 621—596
Payoffs, for labor peace ... Rept. 621—597
Violence, organizational ... Rept. 621—597
Members, rights disregarded, representation lacking ... Rept. 621—672, 673
Organization drive, Nantucket Restaurant ... Rept. 621—629–636
Payoffs received from Segal's Restaurant ... Rept. 621—656, 657
Picket line expenses padded ... Rept. 621—635, 636
Report of Senate Select Committee ... Rept. 621—592
Romano, Louis, syndicate front, heads joint council ... Rept. 621—600
Restaurant Workers, International:
Welfare fund:
Blakely, James, conflict of interests ... Rept. 1139—560
Insurance commissions paid ... Rept. 1139—557, 558
Restaurant Workers, New York, Barbers Union picket line, crossing of ... Rept. 1139—53
Restaurant Workers, Local 138, Philadelphia ... Rept. 621—19, 397
Retail Clerks (Retail Clerks International Association, AFL) ... Rept. 1139—699, 748, 749, 766, 870
Coin-operated machines (*see also* Coin-operated machines) ... Rept. 1139—748, 749, 766
Local 361 ... Rept. 1139—863
Local 405, New York, N.Y ... Rept. 1417—173, 174
Local 413 ... Rept. 1139—766, 859
Local 433 (*see also* Coin-operated machines) ... Rept. 1139—748–752, 859
Local 1245 ... Rept. 621—460
Local 1262, Newark, N.J ... Rept. 621—462
Local 1358 ... Rept. 621—462
Local 1390, Philadelphia ... Rept. 621—463
Local 1393, Reading Pa ... Rept. 621—462
Local 1500 ... Rept. 621—209–212, 234, 235, 243, 278, 290–294, 298, 299, 307, 309, 462, 475
A. & P. Co., resistance to unionizing by ... Rept. 621—209
Bargaining agent, certified as ... Rept. 621—291
Brooklyn preferential election, 1953, A. & P ... Rept. 621—291, 292
Interference by A. & P. in choosing bargaining agent ... Rept. 621—235
NLRB:
Bargaining charges re A. & P ... Rept. 621—291, 294
Unfair labor charge re A. & P ... Rept. 621—278, 290, 299, 300
Organizational forays ... Rept. 621—210
Representation elections, petition filed with NLRB ... Rept. 621—299
Strike against A. & P. Co ... Rept. 621—291–293
Local 1690 (*see also* Coin-operated machines) ... Rept. 1139—744, 745, 748, 750–754, 756, 765, 767, 858, 859
Retail, Wholesale and Department Store Union, CIO:
Local 254 (*see also* Coin-operated machines) ... Rept. 1139—744, 746–748, 858, 859, 863
Local 297, Teamster competitor:
Contracts, comparisons ... Rept. 1139—612
Contracts, Teamsters, effect of ... Rept. 1139—612, 614
Teamster efforts to buy off officers ... Rept. 1139—613
Top-down Teamster agreements ... Rept. 1139—612
Local 361 ... Rept. 1139—824
Local 474 ... Rept. 621—209–212, 222, 227, 244, 272, 279, 280, 286, 288, 290
A. & P. Co., resistance to unionizing by ... Rept. 621—209
Attempt by A. & P. Co. to freeze out ... Rept. 621—222
Butchers Union, affiliation with ... Rept. 621—286
NLRB, charges sustained by ... Rept. 621—212
Organizational forays ... Rept. 621—210
Safeway Stores, contract signed with ... Rept. 621—227, 228

Page

Reuther, Walter ... **Rept. 1417**—54; **Rept. 621**—552–554; **Rept. 1139**—141, 152, 155, 162, 166, 172, 174–176, 184, 190, 193, 201, 204, 208, 218, 220, 229, 248, 258, 264, 265, 267–269, 271, 276, 281, 298, 299, 304, 309, 313, 315, 316, 320, 322, 324, 327–330, 335, 336, 366, 368, 374, 377–380, 382, 383, 390, 401, 404–414, 419, 423, 424, 426, 428, 431, 435–438, 440, 442, 448, 450–452, 455, 456.

AFL–CIO code of ethical practices, alleged violation ... **Rept. 1139**—456
Books, records, and personal finances ... **Rept. 1139**—141, 264
Boycott of Kohler products ... **Rept. 1139**—248
Collective bargaining, definition ... **Rept. 1139**—174
Community Chest boycott by unions ... **Rept. 1139**—258
Economic boycott of Schlichting markets ... **Rept. 1139**—201
Favoritism extended UAW by Governor Williams ... **Rept. 1139**—382
Flower fund, UAW ... **Rept. 1139**—409–411, 437, 452
Gosser, charges against, related to Reuther ... **Rept. 1139**—448, 449
Gosser investigation, statement of findings ... **Rept. 1139**—412, 414, 435
Gosser, testimony concerning ... **Rept. 1139**—407, 414
Governor of Indiana and Secretary of Labor, plea to ... **Rept. 1139**—298, 299, 403
Home demonstrations ... **Rept. 1139**—218
Improper practices by, allegation of ... **Rept. 1139**—451
Introductory statement by ... **Rept. 1139**—404, 405
Investigation of, by Max Raddock ... **Rept. 621**—551–553
Kohler Co.:
  Arsenal ... **Rept. 1139**—193
  Bargaining, good faith questioned ... **Rept. 1139**—267, 268
  Charges against, breakdown ... **Rept. 1139**—265
  Employees strike demands ... **Rept. 1139**—172
  Employees strike vote ... **Rept. 1139**—176
  Enamel shop conditions ... **Rept. 1139**—166
  Law violations ... **Rept. 1139**—190
  Retirement plan ... **Rept. 1139**—152
  Spies, company ... **Rept. 1139**—208
  Strike arbitration, proposed ... **Rept. 1139**—220
  UAW picket line conduct ... **Rept. 1139**—184, 185
  Working conditions ... **Rept. 1139**—162
Kohler, Herbert J., comments concerning ... **Rept. 1139**—229
Kohler-UAW strike, nonstriking employees ... **Rept. 1139**—204
Kohler-UAW strike, personal interest ... **Rept. 1139**—190
NLRB rulings, acceptance of ... **Rept. 1139**—267
Political support, Gov. G. Mennen Williams ... **Rept. 1139**—382
President, United Auto Workers ... **Rept. 1139**—141
Slot machines in UAW Local 12 headquarters ... **Rept. 1139**—407
Strikebreaker, definition ... **Rept. 1139**—367
Testimony refuted ... **Rept. 1139**—405, 414, 429, 437, 451, 452
UAW collective bargaining agreements ... **Rept. 1139**—268
UAW Toledo situation, investigation of ... **Rept. 1139**—315, 411, 414, 448, 449
Vinson case ... **Rept. 1139**—201, 374
Violence ... **Rept. 1139**—184, 185
Revere, Edward ... **Rept. 1417**—408
Rex Carting ... **Rept. 1417**—307, 309
  Yonkers Chamber of Commerce, backing of ... **Rept. 1417**—307
Reynolds Corp ... **Rept. 1139**—80
Reynolds, Elmer L ... **Rept. 621**—215, 217, 221, 224
  Contract with Butcher Workers, testimony concerning ... **Rept. 621**—215
Reynolds, John T ... **Rept. 1417**—344, 345, 368
Reynolds, Thomas W.:
  Conflicts of interest ... **Rept. 621**—168
  Positions held, services performed ... **Rept. 621**—168
Reynolds, William J. (*see also* Teamsters Local 621) ... **Rept. 1417**—333, 334, 336, 337, 346, 351, 353–355, 366, 368–370; **Rept. 1139**—708, 709, 873
  Charges, unfair labor practices, quashed ... **Rept. 1417**—337
  Dynamite, purchases of ... **Rept. 1417**—333, 334
  Dynamiting, knowledge of ... **Rept. 1417**—337
  Senate Select Committee, efforts to influence witness ... **Rept. 1417**—354, 355

Page

Reynolds, William J.—Continued
Siruping of trucks—Rept. 1417—333
Teamsters Local 621 president—Rept. 1417—333
Threats against B. B. Powers—Rept. 1417—351
Witnesses, intimidation of—Rept. 1417—353
Reznick Co. case—Rept. 621—295
Reznick Co., NLRB procedure established by case involving—Rept. 621—295, 296
Rhine, Howard—Rept. 1139—677
Rhodus, Eugene—Rept. 1139—399
Rhodus, James—Rept. 1139—399
Ricca, Paul "The Waiter." (*See* DeLucia, Paul.)
Ricciardi, Joseph—Rept. 1139—99
Ricciardi, Louis—Rept. 621—674, 676, 686
Richards, Floyd Wayland—Rept. 1139—74
Richards Restaurant and Lounge—Rept. 621—617
Richardson, C. B. "Shorty" (*see also* Teamsters Local 327):
Assault, conviction of—Rept. 1417—348
Assault, Jimmy Bruce—Rept. 1417—347, 348
Attorney fees, paid by Teamsters—Rept. 1139—709
Police record—Rept. 1139—709
Teamsters Local 327 goon—Rept. 1417—348
Teamster salary paid while imprisoned—Rept. 1139—709
Richardson, Walter—Rept. 1139—838, 839
Richford Operating Corp—Rept. 1139—502
Richter Dress Co—Rept. 1139—506
Richter, I., Inc—Rept. 1139—506
Ricketts, Ashley U—Rept. 621—625, 665
Riddle, Allie—Rept. 1139—400
Riddle, Leslie—Rept. 1139—399
Rider, Carl R—Rept. 1139—68
Riesel, Victor—Rept. 1417—163, 164, 218, 253, 409, 449
Blinding of—Rept. 1417—163
Rifkin, Robert—Rept. 621—387, 389, 390, 392, 485
Riggi, Emanuel—Rept. 1139—502
Rij, Theodore (Theodore "Teddy" Ray)—Rept. 1417—164, 165, 171
Rikers Island Prison—Rept. 1139—696
Riley, Joseph—Rept. 1417—401
Riley, Wilbur—Rept. 1139—397
Rimmer, Harry—Rept. 1139—773
Rinella, August—Rept. 621—655
Ring, Phyllis—Rept. 1417—261
Ringling Bros.-Barnum & Bailey Combined Shows, Inc—Rept. 621—41–43
Ringsby Truck Lines, Bridge, John, represented by—Rept. 1139—43
Rini, James—Rept. 1139—782, 784
Police record—Rept. 1139—782
Risch, Rev. John A—Rept. 1139—365
Riss & Co. (*see also* Hoffa: Riss & Co.)—Rept. 1139—592–596, 725, 726, 871
Canadian lodge, entertainment of Hoffa and Teamsters—Rept. 1139—592
Contract concessions gained through Hoffa—Rept. 1139—593, 594
Driver lease arrangements, cost of—Rept. 1139—593, 594
Driver loss of equity, lease arrangement—Rept. 1139—594, 595
Grievances, processed through Teamsters Local 299—Rept. 1139—594
Hoffa attempt to extend special privileges—Rept. 1139—592
Hoffa-Beck-Riss Miami conference—Rept. 1139—592
Hoffa contract, effected without membership approval—Rept. 1139—594
Lease-with-option-to-buy arrangements—Rept. 1139—593, 594
Piggyback operations—Rept. 1139—592
Rebate from General Motors, $1,500,000—Rept. 1139—593
Summary, background, labor relations—Rept. 1139—592–594
Teamster contract, violations—Rept. 1139—595
Transport Manufacturing & Equipment Co., lease—Rept. 1139—592
Trucks, drivers required to lease—Rept. 1139—594
Trucks, purchase from General Motors—Rept. 1139—596
Riss, Richard R. (*see also* Riss & Co.)—Rept. 1139—592
Ritchie, Donald—Rept. 1139—320
Rite Record Co—Rept. 1139—778, 860
Riverhead Duck Processing Corp., strike, Butchers Union—Rept. 621—334

Page
Rizzo, Frank ---- Rept. 1139—810–812
Rizzo, Thomas A ---- Rept. 1417—185
Roach, Gid ---- Rept. 1139—397
Roadway Express Co ---- Rept. 621—51–53; Rept. 1139—7
Illegal firing of signers of petition, NLRB finding ---- Rept. 621—52
Roarks, Tinley ---- Rept. 1139—398
Robbins, Edward ---- Rept. 1139—657
Roberts, Dorothy ---- Rept. 1139—399
Roberts, Ernest ---- Rept. 1139—397
Roberts, Henry C ---- Rept. 621—597
Roberts, William G ---- Rept. 621—381, 382, 479, 480, 509
Robey, E. W. (Edmund Wroblewski) ---- Rept. 1417—281, 282
Robinson Freight Lines, Knoxville, Tenn ---- Rept. 1417—337
Roby's Tavern ---- Rept. 1139—801
Roche, Redmond H., Jr ---- Rept. 1139—258
Rochester Gas & Electric Corp., New York Federationist, contributions to ---- Rept. 621—429, 430
Rockaway Motors, picketing by Dioguardi ---- Rept. 1417—192
Rockaway News Co ---- Rept. 1139—99, 100, 107, 109
Rocky Knoll, sanitarium for Kohler silicosis patients ---- Rept. 1139—163
Roddy Manufacturing Co ---- Rept. 1417—351
Rodefelt, William ---- Rept. 1139—397
Roe, Theodore ---- Rept. 621—648, 652
Rogan, T. C ---- Rept. 1139—557, 558, 560
Rogers, Attorney General William P ---- Rept. 1139—872, 878
Rogers, John E ---- Rept. 621—49, 50; Rept. 1139—705
Rogers, Richard (Richard Koota) ---- Rept. 621—524
Rohrdanz, Paul G ---- Rept. 1417—278–281
Roisner, Morris ---- Rept. 1139—740
Roitman, Harold P ---- Rept. 1417—274–276, 278
Attorney, Sears, Roebuck Employees Council ---- Rept. 1417—275
Company reprisals for union activity ---- Rept. 1417—275
Union activities, attempted buyoff ---- Rept. 1417—275
Union activities, Sears, Roebuck ---- Rept. 1417—274
Rolee Advertising Agency ---- Rept. 621—423, 425, 427
Rolee Publications (*see also* Lapensohn, Ben):
Ad soliciting ---- Rept. 621—424, 425
New York State Federation of Labor action against ---- Rept. 621—427, 428
Shakedowns for magazine ads ---- Rept. 621—420–425
Romade of Cleveland ---- Rept. 621—25, 26
Roman, José Lumen, Puerto Ricans, working conditions, New York ---- Rept. 1417—184, 185
Romano, Louis ---- Rept. 621—594, 600, 602, 625, 627, 628, 644, 671
Crime syndicate backing ---- Rept. 621—600, 627
Gangster representative, Restaurant Workers Union ---- Rept. 621—600
Ousted by union; hired by Abraham Teitelbaum ---- Rept. 621—602, 625, 627, 644
Police record ---- Rept. 621—600, 627
Romaszkiewicz, Leo ---- Rept. 1139—783
Rombauts Refuse Removal ---- Rept. 1417—311
Rombauts, William ---- Rept. 1417—311
Rood, Ron ---- Rept. 1139—852, 854
Root, Bill, Chevrolet Co ---- Rept. 621—678, 683
Root, William (Bill Root Chevrolet Co.), Star Coverall Supply Co., aid by, to avoid unionization ---- Rept. 621—683, 686
Root's Bowling Alley ---- Rept. 1139—244, 245
Rosato, Joseph (Joey Palisades) ---- Rept. 1139—506
Rose, Lulubelle ---- Rept. 621—19–21
Rosen, Louis "Red" ---- Rept. 1139—773
Rosen, Nathan ---- Rept. 1139—661
Rosenberg, Allen ---- Rept. 621—680, 684
Rosenberg, Irving "Cockeyed Mickey" ---- Rept. 1139—772
Rosenberg, Lou ---- Rept. 1139—767
Rosenblatt, Sol ---- Rept. 1417—151
Ross, Alex ---- Rept. 1139—782–784
Police record ---- Rept. 1139—782

Page
Ross, "Benny the Bug," UAW–AFL Local 102 organizer.. Rept. 1417—165, 181
Ross, William..... Rept. 621—280, 281, 283–286
A. & P. contract, employee reaction..... Rept. 621—280, 281
Balloting, harassment of A. & P. employees..... Rept. 621—283, 284
Butchers Union, reimbursing employees fired by A. & P. Rept. 621—285, 286
Coercion of employees by A. & P., testimony re..... Rept. 621—280, 281, 285, 286
Eligibility list, padding by A. & P..... Rept. 621—284
NLRB, discrimination charges filed with..... Rept. 621—281, 285, 286
Rossano, Lawrence..... Rept. 1139—774
Rossano, Rocco, Food Fair stock purchase..... Rept. 621—462, 463
Roth, Harold..... Rept. 1139—663–666, 845, 848
Rothe, Nicholas..... Rept. 1139—327, 383
Rothrock, C. O..... Rept. 1139—400
Rothrock, John..... Rept. 1139—399
Roti, Bruno: Mafia member, alleged..... Rept. 621—647
Round Oak Sales & Service Co.:
Genc, Emil, owner of..... Rept. 1139—86
Shakedown attempt by local 73, Sheet Metal Union... Rept. 1139—86, 87
Union harassment re building construction..... Rept. 1139—87, 88
Rounds, A. J. "Doc"..... Rept. 621—50
Rowe, Harland..... Rept. 621—33
Rowe Service Co..... Rept. 1139—845, 846, 866
Rowley, Lionel H.:
Carpenters Local 106, business agent..... Rept. 621—588
Carpenter officials, criticizing of..... Rept. 621—588–590
Carpenter officials, trouble from..... Rept. 621—588–590
Expulsion from Carpenters Union, attempted..... Rept. 621—589, 590
Roxburgh, George..... Rept. 1417—223
Roxburgh, John..... Rept. 621—15
Royal American Shows (Sedlmayr)..... Rept. 621—38, 46
Royal State Bank of New York..... Rept. 1417—323
Rubin, Abe..... Rept. 621—627
Ruby, Anthony J..... Rept. 1417—90, 98
Ruchnow, George L., Inc.:
Scranton Building Trades Council:
Intimidation..... Rept. 1417—95–97
Property damage..... Rept. 1417—96–98
Strong-arm tactics..... Rept. 1417—96
Ruhl, A. J..... Rept. 1417—34, 35, 39
Ruhland, Mr..... Rept. 1139—433
Rule, Birdie..... Rept. 1139—444
Runge, William..... Rept. 1139—151
Rumanian Inn, Washington, D.C..... Rept. 1417—151
Rupcich, John..... Rept. 621—656
Rupcich Restaurant:
Dues paid on departed employees..... Rept. 621—656
Dues, union, paid by employer..... Rept. 621—655
Savings from substandard scale..... Rept. 621—656
Shakedown of, by local 394, Restaurant Workers..... Rept. 621—655
Rupolo, Ernest "The Hawk"..... Rept. 1139—499–501
Rusch, Clayton..... Rept. 1139—439, 444
Rusco Carting Co..... Rept. 1417—308
Russo, Joseph. (*See* DeGrandis, Joseph.)
Rust, Basil..... Rept. 1139—399
Rutkin, James..... Rept. 1139—773
Ryan, Joseph P..... Rept. 621—71–73
Ryder, Edward S. (also known as Randall)..... Rept. 1139—791, 798, 799

S

S. & S. Diamond Furs..... Rept. 1139—648
S. G. S. Associates:
Labor relations consultants for Concord Hotel..... Rept. 1139—658
Ownership, criminal elements..... Rept. 1139—658, 659
Saccamanno, Jim..... Rept. 1139—19
Sachs, Morris B..... Rept. 621—132

Page
Safeway Stores.. **Rept. 1417**—307, 308, 328; **Rept. 621**—227, 228, 272, 287, 288
A. & P. contract, Butchers Union, comparison..... **Rept. 621**—227, 228, 272
Local 474, Retail Union, CIO, contract signed..... **Rept. 621**—227, 228, 272
Rubbish collection boycott by Teamsters Local 813... **Rept. 1417**—307, 308
Saffo, Pete..... **Rept. 621**—59, 61, 73
Sahorske, Frank..... **Rept. 1139**—181, 184, 337, 372
St. John's University, Brooklyn, N.Y..... **Rept. 1417**—313
St. Louis:
Coin-operated machines..... **Rept. 1139**—737, 738, 740
Crime Commission..... **Rept. 1139**—879
Egan's Rats, John Edward Moore membership..... **Rept. 621**—602
Health Institute..... **Rept. 1417**—239
Police department..... **Rept. 1139**—878
Underworld..... **Rept. 1139**—737, 738
St. Luke's Hospital, Milwaukee..... **Rept. 1139**—256, 257
Picketed by UAW sympathizers..... **Rept. 1139**—257, 258, 360
Pickets sued by..... **Rept. 1139**—258, 360
Work stoppages on construction..... **Rept. 1139**—360
St. Mary's Hospital..... **Rept. 1139**—258
St. Paul, coin-operated machines..... **Rept. 1139**—740
"Saint, The" (Vincent Insierro)..... **Rept. 621**—626
"Saint, The" (William Skally)..... **Rept. 1139**—776
Saks Fifth Avenue..... **Rept. 1417**—63
Salardino, Joe..... **Rept. 1139**—488, 737
Salay, Emile (*see also* Flint Sausage Works)..... **Rept. 1417**—293
Salerno Biscuit Co..... **Rept. 1417**—114
Salerno, George..... **Rept. 1417**—114
Salinger, Pierre E. G..... **Rept. 1417**—44, 51, 372, 395; **Rept. 621**—680; **Rept. 1139**—650–652, 704, 716, 816–818.
Salisbury, Franklin C..... **Rept. 1417**—64
Salone, Ray..... **Rept. 1139**—667
Saltzman, Ben..... **Rept. 621**—58, 59, 62
Assault upon James Ford, participation in..... **Rept. 621**—58
Teamster pay received after indictment..... **Rept. 621**—62
Yellow Cab Co. strike, indictment..... **Rept. 621**—62
Saltzstein, Harry..... **Rept. 1139**—659
Sam's Music Co..... **Rept. 1139**—830
San Fernando Valley Rubbish Collectors Association.. **Rept. 1417**—302, 303, 326
Collusion with Teamsters Local 396..... **Rept. 1417**—302, 304
Monopoly enforced by Teamsters Union..... **Rept. 1417**—302, 303, 305
Punishment for jumping territory..... **Rept. 1417**—304, 305
Teamsters Local 396, enforcer for..... **Rept. 1417**—304
Teamsters Local 396 membership required..... **Rept. 1417**—303
San Francisco Police Department..... **Rept. 1139**—878
San Francisco Public Utilities Commission..... **Rept. 1417**—394
San Soucie, Adele..... **Rept. 621**—160
San Soucie, Eugene..... **Rept. 621**—14, 28–34, 56, 57, 158, 160; **Rept. 1139**—598, 639, 640
Bank deposit, interest free..... **Rept. 621**—29
Hoffa loan to cab company arranged..... **Rept. 621**—29–34
Violence at Adler Manufacturing Co..... **Rept. 621**—56
Sanatex Corp.:
Shulman, Theodore, president..... **Rept. 621**—177
U.S. Government, business with..... **Rept. 621**—181, 182
Sancor Shipbuilding Corp..... **Rept. 1417**—313
Sand Lake..... **Rept. 1139**—306
Sandra Joyce, Inc..... **Rept. 1139**—506
"Sandy." (*See* O'Brien, John T.)
Sans Souci Casino, Havana..... **Rept. 1139**—496
Sanson, Stanton D..... **Rept. 1139**—634
Santa Anita Racetrack..... **Rept. 1417**—22
Santa Maria, Arthur..... **Rept. 1417**—171, 218; **Rept. 1139**—875
Santa Maria, Dominick..... **Rept. 1417**—171, 199, 218; **Rept. 1139**—875
Santarelli, Nicholos V..... **Rept. 1417**—52
Santini housing project..... **Rept. 1417**—321

Page
Saperstein, Louis ... **Rept. 621**—267, 268; **Rept. 1139**—557
A. & P. insurance, discussion with Max Block ... **Rept. 621**—267, 268
Handling of A. & P. insurance fund, testimony concerning ... **Rept. 621**—267
Sark, David ... **Rept. 1139**—674, 677, 680, 683
Satterfield, James ... **Rept. 1139**—399
Saud, Joe ... **Rept. 1417**—205
Saul, Sidney ... **Rept. 1139**—756–763, 859
Sawochka, Michael ... **Rept. 621**—554–557, 592
Sawyer, F. C ... **Rept. 1139**—59, 61, 62, 67
Burt Manufacturing Co., vice president of ... **Rept. 1139**—59
Taft-Hartley Act, suggestions to strengthen ... **Rept. 1139**—61, 62
Sawyer, Frank ... **Rept. 1139**—492
Sax, George:
Dorfman, Paul:
Association with ... **Rept. 621**—178, 179
Character witness for ... **Rept. 621**—179
Interest-free deposits of Paul Dorfman ... **Rept. 621**—178, 179
Saxonoff, Ralph ... **Rept. 621**—394
Saxony Hotel, Miami Beach:
Dorfman, Paul, rebates received by ... **Rept. 621**—178
Management and labor officials, meeting place ... **Rept. 621**—178
Scalise, Frank "The Barber" (deceased) (*see also* Carters Investors) ... **Rept. 1417**—324, 328
Business partner with Squillante family ... **Rept. 1417**—324
Murder of ... **Rept. 1417**—324
Narcotics trafficker ... **Rept. 1417**—324
Police record ... **Rept. 1417**—324
Scalise, George ... **Rept. 621**—267, 312, 313, 341, 598, 627
A. & P. insurance, discussion with Max Block ... **Rept. 621**—267, 268
Butchers Union charter, interest in ... **Rept. 621**—312, 313
Handling of A. & P. insurance funds, jailed for ... **Rept. 621**—267
Scalish, John ... **Rept. 621**—25; **Rept. 1139**—490, 494, 504
Apalachin, N.Y., meeting, attendance ... **Rept. 1139**—494
Scanlon, Nicholas ... **Rept. 1139**—99
Schab, Maurice (alias Ed Wilson) ... **Rept. 621**—424
Schachter, Leon B. (Shacter) ... **Rept. 621**—334, 337, 463, 475, 476
Florida land deal ... **Rept. 621**—475, 476
Food Fair contract terms ... **Rept. 621**—475
Food Fair stock purchase ... **Rept. 621**—463, 475–477
Schaefer, Rowland ... **Rept. 1139**—810–812
Schagne, Chester W., Advance Electric Supply Co ... **Rept. 1417**—293
Schatzberg, Fred "Fat Freddy" ... **Rept. 1139**—772
Scheffler, J. L., Transport Co ... **Rept. 1139**—250–252, 358, 359
Schiavi, Arnold:
Sonny Boy Bakery strike, Teamsters Local 229 ... **Rept. 1417**—99–101
Teamsters threats ... **Rept. 1417**—99–101
Schildkraut, Harry ... **Rept. 1139**—751
Schiller, George ... **Rept. 1139**—658
Schimeal, Frances (nee Frances Braun) ... **Rept. 621**—611
Schimmat, Charles A. (*see also* A. & P. Co.) ... **Rept. 621**—215, 217–221, 224–228, 257–263, 268–270, 272, 289, 290, 300, 307, 308
A. & P. negotiations, advice concerning ... **Rept. 621**—215, 217
Agreement with Max Block, A. & P. employees not notified ... **Rept. 621**—259, 260, 263–267
Collusive arrangement with Butchers Union, testimony ... **Rept. 621**—217, 218, 220
Contract with Butchers Union, secret supplement ... **Rept. 621**—257–262, 268–270
Negotiations with Butchers Union, testimony ... **Rept. 621**—226, 227
Saving by A. & P., 40- versus 45-hour week ... **Rept. 621**—262, 263
Secret agreement, continuation of 45-hour week ... **Rept. 621**—259, 260, 300
Schinabeck, Joseph ... **Rept. 1139**—250
Schindler Agency ... **Rept. 1139**—207
Schindler, Raymond:
Fees paid by Kohler for services ... **Rept. 1139**—206
Labor detective agency ... **Rept. 1139**—206

Page
Schiralli, Rocco ---- Rept. 1139—788, 814
Schlang, Barney ---- Rept. 1139—745
Schlanger, Martin ---- Rept. 1417—172
Schleig, William B ---- Rept. 1139—118
Schlichting, Judge F. H ---- Rept. 1139—189, 193, 200, 201, 357, 361, 362
Campaign against, by Emil Mazey ---- Rept. 1139—200, 362, 363
Food markets, interest in ---- Rept. 1139—200
Vinson case penalty ---- Rept. 1139—200, 361
Vinson case, summary of court procedure ---- Rept. 1139—362
Schlichting Market ---- Rept. 1139—200
Schmidt, Godfrey (*see also* Monitors, Board of) ---- Rept. 1139—615–626, 726
Schmidt, Gus ---- Rept. 1417—98
Schmitt, Frank C. (*see also* Teamsters Local 710) ---- Rept. 1139—553, 562, 569
Payments to, Teamster funds, 7-year period, chart ---- Rept. 1139—562
President, Teamsters Local 710 ---- Rept. 1139—562
Slush fund division ---- Rept. 1139—562
Schmitz, Lawrence ---- Rept. 1139—178, 179, 186, 187, 191
Kohler-UAW strike, arrests ---- Rept. 1139—187
Picket line conduct at Kohler Co ---- Rept. 1139—178, 179
Sheboygan County undersheriff ---- Rept. 1139—178
Schneider, Al ---- Rept. 1139—99
Schneiders, Joe, Inc ---- Rept. 621—92
Schneiders, Joseph A., Teamster funds, television program, proposal Rept. 621—92, 93
Schneier, Arthur (examiner, New York State Insurance Department) Rept. 1139—659, 660
Teamsters Local 805:
Welfare fund, opinion of ---- Rept. 1139—659
Welfare trust agreement ---- Rept. 1139—659
Schnitzler, William ---- Rept. 1417—107, 112
Scholl, August (Auguste Scholle) ---- Rept. 1139—382, 823–825, 830, 863
Scholl, William:
Dues, union, paid as extortion ---- Rept. 621—660, 661
Payoffs for labor peace ---- Rept. 621—660, 661
Schoolfield, Judge Raulston ---- Rept. 1417—360–366, 370; Rept. 1139—872, 873
Bribery of ---- Rept. 1417—360–366
Campaign contribution to ---- Rept. 1417—363–366
Campaign contributions and expenses, failure to report ---- Rept. 1417—365
Racketeers, association with ---- Rept. 1417—363
Teamsters Local 515 case, chronology of ---- Rept. 1417—360
Schor Glass Co ---- Rept. 1139—523
Schrader, Gilbert ---- Rept. 1139—197
Schreiber, Abe; Kamenow, George, business connection, labor relations Rept. 1417—293
Schricker, Governor, Indiana ---- Rept. 1139—799
Schroeder, Lyn ---- Rept. 1417—346–368
Assault:
Identification of Teamster goon ---- Rept. 1417—347
Police action ---- Rept. 1417—346, 347
Beating by labor goons ---- Rept. 1417—346, 347
Schuck, William Joseph ---- Rept. 621—655
Schuelke, Ernest ---- Rept. 1139—146, 147
Schuette, Emil ---- Rept. 1139—243, 274, 350
Schul, John ---- Rept. 1139—74
Schuler, Walter ---- Rept. 1417—248; Rept. 1139—686, 687, 731
Schultz, Carl M ---- Rept. 1139—604, 605, 683
Schultz, "Dutch" ---- Rept. 1139—746, 771, 820
Schultz, Jerome ---- Rept. 1139—538, 544, 546, 568
Schultz, Louise ---- Rept. 1139—445, 446
Schultz, Melvin ---- Rept. 1139—307, 308, 313, 314, 423–425, 428, 429
Colonial Hardware, part ownership ---- Rept. 1139—307, 406, 423
Gosser, Richard T., agreement with ---- Rept. 1139—308
Hardware store interest sold to Richard Gosser ---- Rept. 1139—308
Schultz, Roy ---- Rept. 1139—446
Schultz, Wesley A ---- Rept. 1139—311
Schultz, William J ---- Rept. 621—96–98

Page
Schurr, Morris ---- Rept. 621—403
Schuster, Sidney ---- Rept. 1139—648
Schwartz, Jack ---- Rept. 621—329
Schwartz, Jacob ---- Rept. 1417—111
Schwartz, Julian ---- Rept. 621—665, 666
Schwartz, Julius ---- Rept. 621—316, 317, 375, 442–444, 447–449, 456, 458, 462, 468, 474, 475, 477–479
Food Fair stores, labor relations representative ---- Rept. 621—316
Reading Tube transaction with Gorman ---- Rept. 621—316, 317
Schwimmer, Harry ---- Rept. 621—655
Scialo, Dominick ---- Rept. 1139—770
Sciandra, Angelo ---- Rept. 1139—504, 506
Scott, Everett ---- Rept. 621—84
Scott, Robert P.:
Threatened as witness ---- Rept. 1417—245
Teamsters activities, behalf of Hoffa ---- Rept. 1417—244, 245
Scozzari, Sam ---- Rept. 1139—498, 504
Apalachin, N.Y., meeting, attendance ---- Rept. 1139—498
Scranton Building Trades Council:
Bonacuse, Anthony, threat to Edward Pozusek, nonunion contractor ---- Rept. 1417—90, 91
Disciplinary action, lack of ---- Rept. 1417—103, 105
Dynamiting, nonunion construction job ---- Rept. 1417—90–95
McNulty, James, conflict of interest ---- Rept. 1417—96, 97, 105
Ruchnow, George L., Inc.:
Intimidation of William E. Cochran, superintendent ---- Rept. 1417—95–97
Property damage to nonunion construction job ---- Rept. 1417—96–98
Strong-arm tactics ---- Rept. 1417—96
Senate Select Committee findings ---- Rept. 1417—104–106
Violence to nonunion construction jobs ---- Rept. 1417—90–103
Screwy. (*See* Moore, John Edward.)
Scully, Clarence ---- Rept. 1139—534
Seagraves, Warren ---- Rept. 1139—398
Seam Binding Co ---- Rept. 1139—506
Seamprufe Manufacturing Co ---- Rept. 1417—278, 300
Sears, Roebuck & Co ---- Rept. 1417—255, 256, 258, 267, 274–284, 288, 296, 298–300; Rept. 1139—672, 700, 701, 871.
Beck, David D., Sr., bills paid by Sears ---- Rept. 1417–283
Boston store:
Affiliation efforts, company union ---- Rept. 1417—275–278, 281
Company union, opposed affiliation with Retail Clerks ---- Rept. 1417—275–278, 280, 281
Company union organized ---- Rept. 1417—275
Company union president, extra compensation ---- Rept. 1417—276, 280, 281
Labor Relations Associates, activities ---- Rept. 1417—276–278
Labor Relations Associates, negotiator for ---- Rept. 1417—276
Management explanation of labor irregularities ---- Rept. 1417—282
Retail Clerks Union, efforts to defame ---- Rept. 1417—278–280
Shefferman employees expenses ---- Rept. 1417—282
Entertainment, union officials, paid by Sears ---- Rept. 1417—283
Labor Relations Associates:
Antiunion committees, use of ---- Rept. 1417—256, 260–262, 267–272, 278, 282
Payments to, total ---- Rept. 1417—274, 283
Sears aid in initiating ---- Rept. 1417—255, 274
Shefferman calls to union officials, Sears payment ---- Rept. 1417—283
Shefferman connections severed ---- Rept. 1417—282–284
Sears, Roebuck Employees Council ---- Rept. 1417—275–279, 281, 282, 299
Company refusal to bargain ---- Rept. 1417—275
Company union at Boston store ---- Rept. 1417—275
Leader of, attempted buyoff ---- Rept. 1417—275
Retail Clerks Union, affiliation ---- Rept. 1417—275, 276
Retail Clerks Union, vote to affiliate ---- Rept. 1417—275
State labor board election victory ---- Rept. 1417—275
Tactics to avoid affiliation ---- Rept. 1417—275, 276

Page
Seattle, Wash., coin-operated machines ... Rept. 1139—735
Secondary boycott:
Allies, boycotting of ... Rept. 1139—5
Barbers Union, AFL, Waldorf-Astoria Hotel, New York ... Rept. 1139—54
Burt Manufacturing Co., cost to ... Rept. 1139—61
Clark Bros. case, chronology of events ... Rept. 1139—34–36
Clark Bros. Transfer Co., effected against ... Rept. 1139—32, 34
Coffey's Transfer Co., effected against ... Rept. 1139—25
Coffey's Transfer Co., effects upon ... Rept. 1139—27, 32
Concerted refusal, definition ... Rept. 1139—5
Consumer boycotts ... Rept. 1139—5
Court cases:
Clark Bros. case ... Rept. 1139—35
Danbury Hatters, 208 U.S. 274 ... Rept. 1139—2
Duplex Printing, 254 U.S. 443 ... Rept. 1139—2
Gompers case, 221 U.S. 418 ... Rept. 1139—2
Moore Drydock case ... Rept. 1139—4
Definition ... Rept. 1139—2
Galveston Truck Lines victory over ... Rept. 1139—22
History, background, summary ... Rept. 1139—1, 2
Hot cargo clauses, basic weapon of ... Rept. 1139—3
Legal complications concerning ... Rept. 1139—2
NLRB, background, problems ... Rept. 1139—3–5
NLRB cases ... Rept. 1139—26, 61
Picketing, ambulatory; shipments traced ... Rept. 1139—7
Public interest and opinion ... Rept. 1139—1
Senate Select Committee:
Findings ... Rept. 1139—68
Report ... Rept. 1139—1
Summary ... Rept. 1139—68
Taft-Hartley rulings on ... Rept. 1139—2
Picketing, legality of ... Rept. 1139—5
Teamsters:
Bos Truck Lines ... Rept. 1139—35
Burlington Truck Lines, Des Moines ... Rept. 1139—35
Clark Bros. Transfer ... Rept. 1139—33
Coffey's Transfer Co ... Rept. 1139—24–28, 44
Darling Transfer Co ... Rept. 1139—35–37
Des Moines Transportation Co ... Rept. 1139—26, 35
Fitzsimmons, Frank, boycott enforcement ... Rept. 1139—36
Galveston Truck Lines ... Rept. 1139—19–21
Horn & Hardart Baking Co ... Rept. 621—405
Interstate Truckers, Inc., Omaha ... Rept. 1139—44
Taft-Hartley Act violation ... Rept. 1139—26
Waldorf-Astoria ... Rept. 1139—69
Seedman, George ... Rept. 1139—845, 848, 866
Segal, Bernard G ... Rept. 621—432, 435, 436, 440
Segal, Ellis ... Rept. 621—656
Segal, Harry "Champ" ... Rept. 1139—773
Segal, Hymie ... Rept. 1139—772
Segal's Restaurant, Chicago:
Dues paid to union as tribute ... Rept. 621—656, 657
Partial unionization of employees ... Rept. 621—656, 657
Payoffs to Restaurant Workers Union ... Rept. 621—656, 657
Savings from substandard wages ... Rept. 621—657
Select committee. (*See* Senate Select Committee.)
Select Magazines ... Rept. 1139—107
Selective Service ... Rept. 1139—713, 715
Self, Bill ... Rept. 621—53
Sellinas, Sam ... Rept. 1417—35, 39
Semelmacher, George. (*See* Baker, George.)
Senate Civil Liberties Committee ... Rept. 1139—149, 208
Senate Committee on Labor and Public Welfare ... Rept. 1139—868

Senate Select Committee (Improper Activities, Labor-Management Field): Page
AFL-CIO cleanup as result of investigations ... **Rept. 621—670, 674**
Acknowledgments, staff commendation ... **Rept. 1139—879**
Attorneys, conflict of interests, chairman's ruling ... **Rept. 621—511–513**
Barbers Union, secondary boycott ... **Rept. 1139—69**
Chairman hanged in effigy by Teamsters ... **Rept. 621—506, 507**
Chicago Restaurant Association cleanup as result of investigations **Rept. 621—670**
Chief counsel, criticism of, re UAW hearings ... **Rept. 1139—386, 412**
Complaint against, by Raymond Cohen ... **Rept. 621—406**
Constitution. (*See* Constitution, U.S.)
Contempt citations issued ... **Rept. 621—670, 674**
Donath, Clarence, under protection of ... **Rept. 1417—437**
Fifth amendment. (*See* Constitution, U.S.)
Findings:
A. & P. Co. and Butchers Union ... **Rept. 621—208**
Bakery Workers Union ... **Rept. 1417—128**
Bartenders ... **Rept. 621—671**
Beck, David D., Sr ... **Rept. 1417—84**
Brewster, Frank W ... **Rept. 1417—58**
Butchers Locals 342 and 640 ... **Rept. 621—309**
Carpenters Union ... **Rept. 621—590**
Coin-operated machines ... **Rept. 1139—855**
Criminal syndicate ... **Rept. 1139—509**
Senators Capehart, Curtis, Goldwater, and Mundt ... **Rept. 1139—512**
Senators Church, Ervin, and Kennedy ... **Rept. 1139—510**
Senators Church, Ervin, and McClellan ... **Rept. 1139—511**
Dearborn Insurance Agency ... **Rept. 1139—567**
Dorfmans, insurance, Hoffa alliance ... **Rept. 621—206–208**
Fulton Street Market, Chicago ... **Rept. 1139—564**
Garbage, New York and Los Angeles ... **Rept. 1417—325**
Glimco and Fulton Street Market ... **Rept. 1139—564**
Glimco and Pantaleo, Frank V ... **Rept. 1139—567**
Glimco and Teamsters Local 777 ... **Rept. 1139—564**
Glimco association with major gangsters ... **Rept. 1139—567**
Glimco operation of local 777 ... **Rept. 1139—565**
Gosser, Richard T.:
Democratic Senators ... **Rept. 1139—317, 319**
Republican Senators ... **Rept. 1139—320–332, 404**
Hoffa, James R ... **Rept. 1417—249; Rept. 621—108–113**
Hoffa and the Teamsters (1959) ... **Rept. 1139—723**
Hotel and Restaurant Workers and Bartenders, Chicago ... **Rept. 621—671**
International Union of Operating Engineers ... **Rept. 1417—437**
Kohler-UAW strike:
Democratic Senators ... **Rept. 1139—271, 279, 283**
Republican Senators ... **Rept. 1139—320–383**
Labor Relations Associates (LRA) ... **Rept. 1417—297**
McNamara, Senator Pat, individual views ... **Rept. 1417—454–462**
Newspaper and Mail Deliverers' Union of New York and Vicinity **Rept. 1139—128–130**
O'Brien, John T., and local 710 ... **Rept. 1139—569**
Operating Engineers ... **Rept. 1417—437**
Overall supply industry, Detroit ... **Rept. 621—686**
Perfect Circle-UAW strike:
Democratic Senators ... **Rept. 1139—301**
Republican Senators ... **Rept. 1139—320–332, 384**
Political campaign contributions by labor and management **Rept. 1139—137**
Portland, Oreg ... **Rept. 1417—37**
Raddock, Maxwell C ... **Rept. 621—590**
Restaurant Workers Union ... **Rept. 621—671**
Scranton, Pa ... **Rept. 1417—104**
Secondary boycotts ... **Rept. 1139—68**
Burt Manufacturing Co ... **Rept. 1139—70**
Nebraska Teamsters hot cargo ... **Rept. 1139—69**
Texas Teamsters hot cargo ... **Rept. 1139—70**
Waldorf-Astoria Terminal Barber Shops ... **Rept. 1139—69**

Senate Select Committee—Continued
Findings—Continued
Sheet Metal Workers International Association, Chicago area Page Rept. 1139—95
Shefferman, Nathan W. Rept. 1417—297
Teamsters:
Local 107 Rept. 621—513
Local 285, Detroit Institute of Laundering Rept. 621—119, 120
Local 710 Rept. 1139—561, 569
Local 777 Rept. 1139—564, 565
Nebraska, hot cargo, secondary boycott Rept. 1139—69
Phony locals Rept. 1417—217
Special findings Rept. 1417—443
Tennessee violence Rept. 1417—366
Texas, hot cargo, secondary boycott Rept. 1139—70
Textile Workers Rept. 1417—159
UAW Local 12, Toledo:
Democratic Senators Rept. 1139—317, 319
Republican Senators Rept. 1139—320–332, 404
Violence, Tennessee and vicinity Rept. 1417—366
Grand jury investigations as result of disclosures Rept. 621—670
Hearings, consequences of Rept. 621—669, 670
Hoffa criticism of committee Rept. 1139—716
Inquiry, scope and purpose Rept. 1139—803, 804
Insurance agent pleading fifth amendment Rept. 1139—551, 552
Introduction to Gosser and local 12, UAW, hearings Rept. 1139—404–412
Investigations, difficulties encountered Rept. 1139—96
Justice Department action, New York, based on committee disclosures Rept. 1139—109
Legislative recommendations Rept. 1417—450–453, 462
Magazine-Newspaper Wholesalers, lack of cooperation Rept. 1139—97, 98
McNamara, Senator Pat, views and recommendations Rept. 1417—454–462
New York Federation of Labor, service to Rept. 621—427, 428
Newspaper Drivers Union, lack of cooperation Rept. 1139—98, 99
Northeastern Life Insurance Co.:
Affidavit submitted Rept. 621—188
Statement submitted Rept. 621—187, 188
Relevancy of investigation by Rept. 1139—803, 804
Reports:
Bakery Workers Union Rept. 1417—106
Bartenders Rept. 621—592
Beck, David D., Sr. Rept. 1417—60
Brewster, Frank W. Rept. 1417—40
Carpenters Union Rept. 621—517
Coin-operated machines Rept. 1139—733
Criminal syndicate Rept. 1139—487
Dearborn Insurance Agency Rept. 1139—530
Garbage, New York and Los Angeles Rept. 1417—300
Glimco and Fulton Street Market Rept. 1139—514
Glimco and operation of local 777 Rept. 1139—517
Glimco and Pantaleo, Frank V. Rept. 1139—527
Glimco and Teamsters Local 777 Rept. 1139—514
Glimco association with major gangsters Rept. 1139—526
Gosser, Richard T.:
Democratic Senators Rept. 1139—305
Republican Senators Rept. 1139—404
Hoffa, Dranow, and Teamster jackets Rept. 1139—644
Hoffa, James R. Rept. 1417—222
Introduction Rept. 1139—570
Hoffa and the Teamsters (1959) Rept. 1139—570
Hoffa attempted control of monitors Rept. 1139—615
Hoffa contract policies destroy local autonomy Rept. 1139—572
Hoffa-Dranow rapprochement Rept. 1139—629
Hoffa's hoodlum associates in union posts Rept. 1139—672
Hoffa supporters paid for labor peace Rept. 1139—649
Hoffa-Triscaro-Dranow arms deal Rept. 1139—636
Hotel and Restaurant Employees and Bartenders Rept. 621—592
International Union of Operating Engineers Rept. 1417—371

Senate Select Committee—Continued
Reports—Continued
Page
Kohler-UAW strike:
Democratic Senators ... Rept. 1139—141
Republican Senators ... Rept. 1139—334
Labor Relations Associates (LRA) ... Rept. 1417—255
Newspaper and Mail Deliverers' Union, New York ... Rept. 1139—96
Newspaper payoffs for labor peace ... Rept. 1139—649
O'Brien, John T., and Teamsters Local 710 ... Rept. 1139—561
Operating Engineers ... Rept. 1417—371
Overall supply industry, Detroit ... Rept. 621—674
Perfect Circle-UAW strike:
Democratic Senators ... Rept. 1139—285
Republican Senators ... Rept. 1139—384
Riss & Co. and the Teamsters ... Rept. 1139—592
Political campaign contributions ... Rept. 1139—231
Portland, Oreg ... Rept. 1417—7
Raddock, Maxwell C ... Rept. 621—517
Restaurant Workers ... Rept. 621—592
Scranton, Pa ... Rept. 1417—87
Secondary boycotts ... Rept. 1139—1
Sheet Metal Union, Chicago ... Rept. 1139—71
Shefferman, Nathan W ... Rept. 1417—255
Teamsters jackets ... Rept. 1139—644
Teamsters Local 107 ... Rept. 621—377
Teamsters Local 337, Bonan Co ... Rept. 1139—614, 615
Teamsters Local 560, extortion ... Rept. 1139—666
Teamsters Local 710 ... Rept. 1139—561
Teamsters Local 777 ... Rept. 1139—514, 517
Teamsters Local 805, narcotics, hoodlums ... Rept. 1139—656
Teamsters officials in Los Angeles ... Rept. 1139—671
Teamsters, phony locals ... Rept. 1417—162
Teamsters, Tennessee violence ... Rept. 1417—330
Textile Workers ... Rept. 1417—131
UAW Local 12, Toledo:
Democratic Senators ... Rept. 1139—305
Republican Senators ... Rept. 1139—404
Violence, Tennessee and vicinity ... Rept. 1417—330
Separate views and statements. (*See* Contents, final report, pt. 2.)
Staff, list of personnel ... Rept. 1139—879–883
Staff memorandum:
Actual experience and retention, Union Casualty and Mayerson ... Rept. 621—200–202
Benefit and rate adjustments ... Rept. 621—204, 205
Claims ... Rept. 621—202–204
Miscellaneous items ... Rept. 621—205
Placement of insurance, Central States ... Rept. 621—199, 200
Summary of committee activities and achievements ... Rept. 1139—879
Threats against witnesses referred to FBI ... Rept. 621—620
UAW, AFL–CIO, introductory statement re reports and findings ... Rept. 1139—139
Union meeting, invitation to attend ... Rept. 621—418
Witnesses:
Influence, attempt to ... Rept. 1139—90, 95, 96
Powers, John, fear of reprisals ... Rept. 1139—810
Protection of ... Rept. 1417—437
Retaliation against ... Rept. 1417—125
Threats against ... Rept. 1417—245, 351; Rept. 621—620
Senese, Dominic ... Rept. 1139—515–517, 529, 564, 567
Conflict of interest ... Rept. 1139—517
Enforcer, strongarm, for Joseph Glimco ... Rept. 1139—515, 517
Underworld connections ... Rept. 1139—517
Senese, Frank ... Rept. 1139—517
Senese, Sadie ... Rept. 1139—517
Seren, Howard ... Rept. 1139—424, 432
Serio, Peter ... Rept. 1139—820
Setteducato, Vincent ... Rept. 1139—99

Page
Seubert, James ... Rept. 1139—214
Seventh Circuit Court of Appeals, Chicago ... Rept. 1139—260
7800 Club ... Rept. 1139—507, 508
Seward, John ... Rept. 1139—399
Seymour, Bert ... Rept. 1417—66, 68, 69, 71
Shadletsky, Isadore (alias Buddy Shad) ... Rept. 1139—662
"Shadow" (*See* Boccia, Ferdinand.)
Shafer, Raymond C. (*see also* Teamsters Local 657) ... Rept. 1139—6–8, 11–18
  Acid, use of ... Rept. 1139—11, 13
  Dynamite, sale of, to Louisiana Teamsters ... Rept. 1139—12, 15
  Dynamite, stolen, payment for ... Rept. 1139—12
  Hand grenades for organizational purposes ... Rept. 1139—13
  Murder inducement ... Rept. 1139—11, 16
  Recordings, tape, of conversations ... Rept. 1139—14
  Teamsters Local 657, officer of ... Rept. 1139—6
Shaffer, Robert ... Rept. 1139—398
Shakedown (*see also* Sheet Metal Union Local 73):
  Chester, Max ... Rept. 1417—174–178
  Teamsters Local 229 ... Rept. 1417—101–103
Shaker Sand & Gravel Co ... Rept. 621—25
Shapiro, Harold (*see also* Union Land & Home Co.) ... Rept. 1139—631
Shapiro, Harry ... Rept. 621—19
Sharco Manufacturing Co ... Rept. 1417—185
Sharp, John ... Rept. 1139—682
Sharp, Richard H ... Rept. 1139—256, 257, 359, 360
Sharp, Robert ... Rept. 1139—398
Sharpe, Victor ... Rept. 1139—610
Sheboygan County Circuit Court ... Rept. 1139—220, 228
Sheboygan County Farm-Labor Political League ... Rept. 1139—242
Sheboygan County Labor Council ... Rept. 1139—243, 274
Sheboygan County Ministerial Association ... Rept. 1139—200
Sheboygan Press ... Rept. 1139—205, 327
Shedd-Bartush Foods ... Rept. 1139—591
Sheet metal business, union approval required ... Rept. 1139—83, 89
Sheet Metal Union (Sheet Metal Workers International Association) ... Rept. 1139—59–67, 70–72, 74, 75, 88, 89, 93, 95, 870
  Attempts to preserve work opportunities for members ... Rept. 1139—60–64
  Boycott of Burt Manufacturing Co. products ... Rept. 1139—59–61
  Burt employees, continuous efforts to organize ... Rept. 1139—60
  Burt products, boycott of ... Rept. 1139—59–61
  Disregard for higher costs of products ... Rept. 1139—60
  "Fair" list circulated ... Rept. 1139—60, 68
  Fines levied for installation of Burt products ... Rept. 1139—61
  Frost, William O., business manager of ... Rept. 1139—62
  Initiation fee, excessive ... Rept. 1139—76
  International membership ... Rept. 1139—62
  Intimidation of management against Burt products ... Rept. 1139—61
  Local 36 ... Rept. 1139—68
  Local 70, Akron, membership ... Rept. 1139—62
  Local 73 (*see also* Caldwell, Ray; Cronin, Arthur H.; Howard, Martin J.; Kaberlein, Joseph; Tracy, James J.; Troutman, Shannon):
    Bid dictation to contractors ... Rept. 1139—81, 82
    Bids, rigging of ... Rept. 1139—71, 79, 80, 82, 95
    Boycott effected against Round Oak Sales Co ... Rept. 1139—87, 88
    Christmas basket collections in September ... Rept. 1139—83
    Contributions required of management ... Rept. 1139—82, 83
    Cronin, Arthur Harris "Harry":
      Kickbacks to ... Rept. 1139—71
      Labor peace sold by ... Rept. 1139—71, 72
      President ... Rept. 1139—71
    Extortion payments from contractors:
      Acme Heating Co ... Rept. 1139—89, 91
      Air-Way Heating & Ventilating ... Rept. 1139—77, 78
      Bond Ventilating Co ... Rept. 1139—79
      Crowe Sheet Metal Co ... Rept. 1139—76
      Galiger Heating Co ... Rept. 1139—78, 79

Sheet Metal Union—Continued
Local 73—Continued
Extortion payments from contractors—Continued Page
Genc, Emil (attempted)— Rept. 1139—87
J & M Heating Co— Rept. 1139—82, 83
Johnson, Cecil L— Rept. 1139—79
Jolicoeur Metal & Heating Co— Rept. 1139—81
Lischett, Wallace J— Rept. 1139—91, 92
Merrow, John— Rept. 1139—82, 83
Moore, James L— Rept. 1139—89
Round Oak Sales & Service (attempted)— Rept. 1139—87
Tapper, Warren— Rept. 1139—76, 77
Wells, Emmett D. "Red"— Rept. 1139—89–91
Initiation fees charged— Rept. 1139—76
Officers of:
Elected by acclamation— Rept. 1139—84
Pay listings— Rept. 1139—84
Perjury indicated— Rept. 1139—94, 95
Payoffs to officials for union recognition— Rept. 1139—71–73
Records, no listings of contributions received— Rept. 1139—82
Picket line threats re Burt products— Rept. 1139—61
Pressure, architects, contractors, to avoid Burt products— Rept. 1139—60
Seasonal employment, problem of— Rept. 1139—62
Senate Select Committee:
Findings— Rept. 1139—95
Report— Rept. 1139—71
Steelworkers Union:
Comparison of wages— Rept. 1139—63
Efforts to solve Burt problem— Rept. 1139—64, 65
Summary of dispute with Burt— Rept. 1139—70, 71
Shefferman-Beck:
Fruehauf Trailer Co., toy truck venture— Rept. 1417—65, 66, 69, 70
Teamster Building deal— Rept. 1417—64, 65
Shefferman, Nathan W. (*see also* Labor Relations Associates)— Rept. 1417—57, 58, 61–66, 69, 85, 87, 255–259, 262–264, 266–268, 270, 271, 273–275, 278, 280–286, 288–291, 295–300, 444, 447, 452, 459–461; Rept. 621—4, 13, 36, 685; Rept. 1139—706, 871, 877.
Background and rise in labor relations field— Rept. 1417—255
Beck, David D., Sr.:
Association with— Rept. 1417—255, 268, 296
Pitzele, Merlyn S., introduction— Rept. 1417—295
Teamster funds for Beck bills— Rept. 1417—58, 61, 63, 255
Englander Co. union plans— Rept. 1417—288
Hoffa, James R., friendship with— Rept. 1417—268
Sears, Roebuck & Co.:
Financial help from Sears— Rept. 1417—255
Former employee of— Rept. 1417—255
Relationship discontinued— Rept. 1417—282–284
Sears early backing of Labor Relations Associates— Rept. 1417—255
Unionization, attempted bribe— Rept. 1417—275
Union officials, entertainment paid by Sears— Rept. 1417—283
Unionization, policy of avoidance— Rept. 1417—283, 284
Shefferman, Shelton (*see also* Labor Relations Associates)— Rept. 1417—66, 69, 257, 267, 286, 297, 298
Sheffield, Evelyn— Rept. 1139—400
Sheffield Inn, Indianapolis, Ind— Rept. 621—34, 35
Shell Oil Co— Rept. 621—518, 574
Weiss enterprise, dealings with— Rept. 621—574, 575
Shelton Co.: Toy truck venture— Rept. 1417—69, 70
Shelton, Leonard— Rept. 1139—397, 399
Shenofsky, Arnold:
Discharge from Willys-Overland, reason for— Rept. 1139—311
Martin, Cyrus, fight with— Rept. 1139—311, 421
UAW international representative on Gosser's staff— Rept. 1139—422
Sheridan, Andrew "Squint"— Rept. 621—71, 73, 78
Sheridan, Hugh— Rept. 1417—228
Sheridan, Michael— Rept. 1139—666

Page
Sheridan, Thomas J---- Rept. 1417—25–27, 39
Sheridan, Walter J-- Rept. 1417—270; Rept. 1139—113, 120, 598, 600, 601, 683
Sherman Antitrust Act---- Rept. 1139—2, 22, 40, 110, 663, 672, 874
Sherry, Hal---- Rept. 1139—841–845, 866
Sherry, John H---- Rept. 1139—54–57
Shields, Tom---- Rept. 1139—239, 240, 345
Beating, clay boat incident---- Rept. 1139—239
Shinn, Edward---- Rept. 1417—414
Conflict of interests---- Rept. 1417—414
Shomo, Leslie---- Rept. 1417—150, 151
Shoptaw, Richard---- Rept. 1139—399
Shore Bros. Pontiac:
Picket line, illegal---- Rept. 621—393
Vandalism, Teamsters:
Acid throwing---- Rept. 621—393
Cost of---- Rept. 621—393
Shore, Jack---- Rept. 621—424, 428, 431, 460, 462–465, 470, 471, 516
Food Fair, gratuity from---- Rept. 621—460–462
Shakedown and embezzlement, labor publication ads-- Rept. 621—424–431
Shortman, Thomas, World Wide Press, investment in---- Rept. 621—529
Shramek's Restaurant---- Rept. 621—619, 622
Shrunk, Terry (*see also* Portland, Oreg.)---- Rept. 1417—30–34, 39
Shulman, Theodore "Ted"---- Rept. 621—158, 177–182, 184–186
Dorfman, Paul:
Character witness for---- Rept. 621—179
Collusion with---- Rept. 621—177
Connection with---- Rept. 621—178
Income tax returns, income omitted---- Rept. 621—182
Insurance business for Dorfmans, soliciting of---- Rept. 621—180
Teamsters Local 705, contract negotiations---- Rept. 621—179, 180
U.S. Government business transactions---- Rept. 621—181, 182
Waste trade industry, income from---- Rept. 621—182
Sica, Alfred "Fred"---- Rept. 1139—843, 845–848
Police record---- Rept. 1139—847
Sica, Jerry---- Rept. 1139—843, 846, 847
Sica, Joe---- Rept. 1139—498
Siegel, Benjamin "Bugsy"---- Rept. 621—71, 78; Rept. 1139—773
Signorello, James---- Rept. 1139—829
Silberg, Mr---- Rept. 1417—235
Silicosis:
Definition---- Rept. 1139—162
Problem, Kohler Co---- Rept. 1139—162–164
Silvia, William---- Rept. 1139—230, 231
Simon, Theodore---- Rept. 1417—435
Simons, Joseph:
Bitz, Simon, deal for union cooperation---- Rept. 1139—103–105
President of Deliverers' Union---- Rept. 1139—103–105
Simonson, Dr. Lloyd M---- Rept. 1139—203
Simontacci, Armondo, president of paper local---- Rept. 1417—204, 205
Simplex Co---- Rept. 1139—775
Sims, Curtis, Bakery Workers---- Rept. 1417—108, 112, 126, 127, 131
Cross and Stuart, charges against---- Rept. 1417—126, 127
Secretary-treasurer of the international under Cross---- Rept. 1417—126
Suspension order---- Rept. 1417—127
Sinclair, Richard G---- Rept. 621—559; Rept. 1139—793,794, 796, 797, 812, 819
Sing Sing Prison---- Rept. 1139—756, 759, 772
Singer, Hyman:
Block, Louis, payment to---- Rept. 621—349
Business agent, Butchers Local 640---- Rept. 621—312
Singer, Max---- Rept. 621—301, 312, 349–351, 369, 374, 375
Business agent, Butchers Local 640---- Rept. 621—312, 351
Insurance partnership with Harold Lippel, formation of---- Rept. 621—312, 351
Payoff for union insurance, Louis Block---- Rept. 621—301, 312, 349
Union position, resignation from---- Rept. 621—369

Page
Singer, Myer "Mike"-- **Rept 621**—312; **Rept. 1139**—671, 672, 685, 722, 730, 874
Automobile, grease dealers shaken down for---- **Rept. 1139**—672
Business agent, Teamsters Local 606B---- **Rept. 1139**—671
Funds, Teamsters, misuse of---- **Rept. 1139**—672
Grease industry price and conditions, control of---- **Rept. 1139**—672
Hoffa attends testimonial dinner---- **Rept. 1139**—672
Hoffa representative, Hawaiian Islands---- **Rept. 1139**—672
Singer's One-Stop Record Service, Inc---- **Rept. 1139**—773, 776, 778
Sipiora, Theodore---- **Rept. 1139**—776–781
Siragusa, Charles---- **Rept. 1139**—828, 829
Skaff, Donald (Skaff Rug Co.)---- **Rept. 1417**—291, 292
Labor Relations Associates, employment of---- **Rept. 1417**—291, 292
Teamsters Local 332 organizing drive---- **Rept. 1417**—291
Teamsters Local 332, violence and harassment---- **Rept. 1417**—291
Union officials payoffs by Labor Relations Associates---- **Rept. 1417**—292
Skaff Rug Co---- **Rept. 1417**—291; **Rept. 621**—5
Skally, William "The Saint"---- **Rept. 1139**—776
"Ski" (Michael Spozate)---- **Rept. 1139**—105, 106, 109, 110, 128, 874
Skilled Games Rental, Inc---- **Rept. 1139**—784
"Skippy." (*See* Cerone, Jack.)
Skura, Charles---- **Rept. 1417**—405, 411, 412, 438
"Sky" or "Sky-hooks." (*See* Troutman, Shannon.)
Slaboski, Jack---- **Rept. 1139**—812
Slater, Sidney---- **Rept. 1139**—770
Slattery Contracting Co., Inc---- **Rept. 621**—571
Slattery, Robert---- **Rept. 621**—423
Slavin, Jim---- **Rept. 1139**—399
Sloniger, Russ---- **Rept. 1417**—28
Slot machines. (*See* Coin-operated machines.)
Slush fund, Teamsters Local 710---- **Rept. 1139**—562, 563
Slutsky, Irving---- **Rept. 1417**—218
Slutsky, Isidore---- **Rept. 1417**—172
Small, Roy---- **Rept. 1139**—824, 863
Smaluk, Nicholas---- **Rept. 1139**—795, 801
Smart Sue, Inc---- **Rept. 1139**—506
Smirke, Mr---- **Rept. 1139**—207
Smith Act---- **Rept. 1139**—379
Smith & Taylor Transportation Co---- **Rept. 1139**—609
Smith, Anthony J---- **Rept. 621**—670
Smith, Delbert---- **Rept. 1139**—399
Smith, Donald---- **Rept. 1139**—814, 815, 819
Smith, Ed (Emby Distributing Co.)---- **Rept. 1139**—739, 766
Smith, Ed (secretary, Teamsters Local 327)---- **Rept. 1417**—340
Smith, Elmer W---- **Rept. 621**—422
Smith, Frank---- **Rept. 1139**—774, 775
Smith, Fred Thomas "Jukebox Smitty"---- **Rept. 1139**—773–775, 781, 782, 784, 860
Business manager, local 134, IBEW---- **Rept. 1139**—773
Business ownership with Joseph P. Glimco---- **Rept. 1139**—775
Enforcement arm, jukebox association---- **Rept. 1139**—774
Extortion for labor peace---- **Rept. 1139**—775
Jukebox territory and prices fixed by---- **Rept. 1139**—775
Phony union contract with jukebox association---- **Rept. 1139**—781, 782
Smith, Gene, Butchers Local 342, signing employees for---- **Rept. 621**—233
Smith, Glenn W. (*see also* Teamsters Local 515)---- **Rept. 1417**—357–362, 366, 367, 370, 447–449; **Rept. 621**—6; **Rept. 1139**—15, 709–713, 873
Bribery to quash court case---- **Rept. 1417**—360–362
Cleanup campaign, Teamsters---- **Rept. 1139**—710
Dynamiter, Jackson, Miss., labor dispute---- **Rept. 1417**—359, 360
Dynamitings, connection with---- **Rept. 1139**—710
Funds, union, 6 months' pay advanced---- **Rept. 1139**—711, 713
Funds, union, to bribe judge---- **Rept. 1139**—710
Indictment, income tax evasion---- **Rept. 1139**—710
Defense---- **Rept. 1139**—710
Police record---- **Rept. 1417**—357, 358; **Rept. 621**—6; **Rept. 1139**—709, 710
President, business agent, Teamsters Local 515---- **Rept. 1417**—357; **Rept. 1139**—709

Page

Smith, Glenn W.—Continued
Teamster organizing, Florida ... Rept. 1417—358
Tennessee, statewide violence ... Rept. 1417—357–359
Union funds, misuse of, payment of bribe ... Rept. 621—6
Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—6
Suspension by Hoffa disregarded ... Rept. 1139—711–713
Smith, H. C. (Oil Tool Co.), Kohler Co. anti-UAW activity ... Rept. 1139—254, 255
Smith, John ... Rept. 1139—515, 516, 564
Smith, Leon ... Rept. 621—59
Smith, Louis "Red" ... Rept. 1139—507
Smith, Merle ... Rept. 1417—262, 263, 265
Bakery Workers, sham negotiating committee, refusal ... Rept. 1417—262
Contract, top-down, concealed from Bakery Workers ... Rept. 1417—263
Smith, Paul ... Rept. 1139—398
Smith, Sam E.:
Loan to cab owners, involvement in ... Rept. 621—106, 107
Records, destruction of ... Rept. 621—107, 108
Smith, Sidney ... Rept. 621—663
Smith, Mr. and Mrs. Virgil ... Rept. 621—82
Smith, William (brother of Fred "Jukebox" Smith) ... Rept. 1139—774
Smith, William (Northeastern Life) ... Rept. 621—121, 132, 203
Dorfman operations, interest in ... Rept. 621—121
Smith, William A. "Hard-of-Hearing Smitty" ... Rept. 1417—331, 332, 334, 335, 337, 339, 343–347, 352–354, 356, 357, 359, 367, 368, 370, 447–449; Rept. 621—6, 54; Rept. 1139—15, 708, 709, 722, 873.
B. & S. Motor Lines shooting ... Rept. 1417—344–346
Beating of Frank Allen ... Rept. 1417—331, 332, 334, 345
Cleanup, Teamsters, no action against ... Rept. 1139—708
Dynamiter in Jackson, Miss., labor dispute ... Rept. 1417—359, 360
Goon squad leader, Teamsters, Tennessee ... Rept. 1417—335; Rept. 1139—708
Indictment against, quashed through Hoffa intervention ... Rept. 1417—334, 335
Local 327, Teamsters, business manager ... Rept. 1417—331, 332
Moral depravity ... Rept. 1417—335
Police record ... Rept. 1417—335; Rept. 621—6, 7; Rept. 1139—708
Shootings, evidence against, quashed ... Rept. 1417—344–346
Tennessee statewide activities ... Rept. 1417—357, 358
Violence, connections with ... Rept. 1139—708
Violence, Hoffa intervention prevents prosecution ... Rept. 1139—708
Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—7
Smith, Zeno ... Rept. 1139—14, 17
"Smokes" (Willie Alosio) ... Rept. 621—596, 647, 648
Smurra, George ... Rept. 1139—500
Snodgrass, Philip ... Rept. 1139—399
Snyder, Jack ... Rept. 621—392
Snyder, Joseph, Food Fair stock purchase ... Rept. 621—462, 463
Snyder, Zigmont "Ziggy" ... Rept. 1417—242, 243, 250, 251, 254, 445, 449; Rept. 621—5
Business agent, Teamsters Local 299, owner of nonunion carwash ... Rept. 1417—251; Rept. 621—5
Car wash business, hours and wages ... Rept. 1417—243
Conflict of interests ... Rept. 1417—251
Detroit waterfront, businessman and union leader ... Rept. 1417—242, 243
Exploitation of workers ... Rept. 1417—243
Sobolewski, Michael ... Rept. 621—392
Sofield, Verner ... Rept. 1417—406–409, 411
Dissidents, Operating Engineers Local 138, deprived of work Rept. 1417—409
Dissidents, Operating Engineers Local 138, false charges ... Rept. 1417—411
Secretary-treasurer, Operating Engineers Local 138 ... Rept. 1417—406
Sohacki, Steven D ... Rept. 1139—790, 795–797, 803, 807, 862
Payoffs for pinball monoply ... Rept. 1139—796
Pinball monoply, Lake County, Ind ... Rept. 1139—794, 795
Two-way radio for pinball operations ... Rept. 1139—797
Solomon, Irwin, Union Casualty stock sale, finder's fee ... Rept. 621—168

Page
Sonny Boy Bakery:
Conflict of testimony re---- Rept. 1417—101
Teamsters Local 229:
Stinkbomb---- Rept. 1417—100
Strike---- Rept. 1417—99–101
Threats against family and customers---- Rept. 1417—100, 101
Violence---- Rept. 1417—99–101
Sortino, Frank---- Rept. 1139—817
Soucie, Orville B. "Duke of Indiana"---- Rept. 1417—377, 378, 442
Business partner, Maloney-Healy---- Rept. 1417—377, 378
Extortion, conviction for---- Rept. 1417—377
Southeastern Plaza Express---- Rept. 1139—7
Southern California Music Operators Association---- Rept. 1139—841, 865
Southern Music Co---- Rept. 1139—852, 853, 867
Southern Steel Co---- Rept. 621—520
Southern Wood Preserving Co---- Rept. 621—224
Southland Cotton Oil Co., Jackson, Miss---- Rept. 1417—359, 360
Dynamiting by Teamster goons---- Rept. 1417—358, 359
Southwest Freight Lines---- Rept. 1139—594
Southwest Insurance Agency, Inc. (*See* Dorfman insurance companies.)
Southwestern Motor Transport, Inc---- Rept. 1139—5, 7, 11, 12, 16, 70
Gilbert, Roy J., owner-operator---- Rept. 1139—5
Hot cargo clause, applied to---- Rept. 1139—6, 7
Losses incurred, violence and secondary boycott---- Rept. 1139—9
NLRB election---- Rept. 1139—6, 7, 9, 70
Property damage to---- Rept. 1139—8
Résumé---- Rept. 1139—5, 6
Summary of dispute with Teamsters---- Rept. 1139—70
Violence against---- Rept. 1139—7–9, 11, 70
Violence, Texas Rangers action---- Rept. 1139—8
Spada, John:
Police record---- Rept. 1139—698
Replacement, dummy, for Tony Corallo, local 239, Teamsters
Rept. 1139—698
Sparks, Harold S. "Sparky"---- Rept. 621—58–65
Assault upon James Ford, participation in---- Rept. 621—58
Police record---- Rept. 621—60
Violence, decoy scheme to waylay taxicabs---- Rept. 621—59, 60, 64–66
"Sparky." (*See* Dominic Corrado or Harold S. Sparks.)
Spats, Petey---- Rept. 1139—500
Spaulding, George (*see also* Applegate Chevrolet Co.)---- Rept. 1417—292, 293
Spaulding, Melvin---- Rept. 1139—398
Spear, Manton---- Rept. 1417—25
Speed kings, Born and Jacobi, known as---- Rept. 1139—236
Speidell, Lloyd---- Rept. 1139—309, 415–417, 419, 438, 439, 448–450
Gosser, activities of---- Rept. 1139—309, 438, 439, 448
Gosser dishonesty, Reuther attitude---- Rept. 1139—448
Gosser, threats made by---- Rept. 1139—439
Recording secretary for local 12, UAW, resignation---- Rept. 1139—309
Salary increases kicked back to Gosser---- Rept. 1139—309, 448–450
Spiak, Stephen---- Rept. 1417—309
Spindel, Bernard---- Rept. 1417—213, 214, 254; Rept. 1139—572, 648, 673, 684–688, 731
Brennan, Owen Bert, money received from---- Rept. 1139—684, 685, 687
Funds for defense, wiretap trial---- Rept. 1139—684, 687, 688
Hoffa, James, codefendant at wiretap trial---- Rept. 1139—684
Hoffa, James, payments to---- Rept. 1139—687
Income tax---- Rept. 1139—688
Sportsmen's Club---- Rept. 1139—822
Spozate, Michael "Ski"---- Rept. 1139—105, 106, 109, 110, 128, 874
Police record---- Rept. 1139—105
Spranse, Mike---- Rept. 621—603
Springer, William R---- Rept. 1139—11, 12, 16, 17
Violence assignments by Ray Shafer---- Rept. 1139—16, 17
Springfield, Ill., coin-operated machines---- Rept. 1139—737
Squillante, Donna---- Rept. 1417—324
Squillante, Nunzio (*see also* General Sanitation Co.)---- Rept. 1417—318, 319, 321–323, 328, 329; Rept. 1139—872

Page
Squillante, Olivia ... Rept. 1417—324
Squillante, Vincent J ... Rept. 1417—309–318, 320–324, 327–330; Rept. 1139—495, 871, 872
Background ... Rept. 1417—309, 310
Bids, garbage collection, control of ... Rept. 1417—320
Blueprint for garbage collectors ... Rept. 1417—315, 316, 320
Carters Investors, formation of ... Rept. 1417—324
Carters Land Fill Corp., organization ... Rept. 1417—324
Cartmen's defense fund organized ... Rept. 1417—322
County officials, investigation of ... Rept. 1417—323
Czar of garbage industry ... Rept. 1417—310, 320, 322
Friends and relatives, profits of ... Rept. 1417—318
General Sanitation Co., formation of ... Rept. 1417—318
Godson of Albert Anastasia ... Rept. 1417—310
Greater New York Cartmen's Association, control assumed ... Rept. 1417—310
Income tax fraud ... Rept. 1417—322, 324
Intercounty Cartmen's Association, control assumed ... Rept. 1417—310, 311
Investigations of ... Rept. 1417—322
Labor relations counsel for cartmen's association ... Rept. 1417—310
Narcotics connections ... Rept. 1417—309, 310
Nephew installed as head of association ... Rept. 1417—315
Nonunion whip companies on union approved list ... Rept. 1417—319
Personal profits as czar of garbage industry ... Rept. 1417—318
Police record ... Rept. 1417—309, 310
Reward for raiding business of Van Ness ... Rept. 1417—315
Security clause in union contract ... Rept. 1417—314, 315
Suffolk Cartmen's Association, Inc., control assumed ... Rept. 1417—310, 311
Teamsters Local 813:
Cartmen, forced membership ... Rept. 1417—314
Cooperation of ... Rept. 1417—310
Connections ... Rept. 1417—312, 315
Whip companies formed to enforce edicts ... Rept. 1417—318
Whip companies unionized, no dues ... Rept. 1417—319
"Squint" (Andrew Sheridan) ... Rept. 621—71, 73, 78
Squires, Al ... Rept. 1417—223
Stackenburg, John ... Rept. 621—627
Stag, Inc ... Rept. 1139—817
Stagehands Union ... Rept. 621—600
Stallons, Frank ... Rept. 1139—337
Standard Bithulithic Co ... Rept. 1417—431, 432, 440
Substandard contract with Operating Engineers ... Rept. 1417—431
Standard Dress Co ... Rept. 1139—506
Standard Equipment Division ... Rept. 1139—314
Standard Freight Lines ... Rept. 1139—553
Standard News Co ... Rept. 1139—98
Standard Oil Co. (*See* Esso.)
Standard Service Tire Co ... Rept. 1417—48
Stanton, Danny (deceased) ... Rept. 621—595, 596, 598, 599
Murder, gangland, of ... Rept. 621—595, 596
Police record ... Rept. 621—596
Stanwich Crest Realty Corp ... Rept. 621—313, 342, 355, 369, 370
Block, Louis, shares held by ... Rept. 621—313
Block, Max, shares held by ... Rept. 621—313
Joseph, Edward, shares held by ... Rept. 621—313
Lippel, Isaac, investments made by ... Rept. 621—369
Star Coverall Supply Co ... Rept. 621—674–681, 684–686
Accounts taken from competitors ... Rept. 621—677, 681, 686
Business growth through intimidation ... Rept. 621—675, 677, 678, 680, 686
Competition, plan to eliminate ... Rept. 621—675
Gangsters employed by ... Rept. 621—675–678, 686
History and makeup ... Rept. 621—674
Lehr, Joseph, part owner of ... Rept. 621—674, 681, 686
Meli, Vincent, principal owner of ... Rept. 621—674, 681, 686
New Method Laundry, work subcontracted to ... Rept. 621—675
Pressure salesmanship ... Rept. 621—680, 686

Page
Star Coverall Supply Co.—Continued
Service rendered to customers ... Rept. 621—679
Teamsters:
Cooperation from ... Rept. 621—678, 679, 683, 684, 686
Pressure by, to increase business ... Rept. 621—677, 680, 683, 686
Star Union Brewery Co ... Rept. 1139—678, 680, 682, 683
Teamsters employed as strikebreakers ... Rept. 1139—680, 681
United Mine Workers, District 50, strike ... Rept. 1139—680, 681
Starbuck, Margaret ... Rept. 1139—399
Starchman, John ... Rept. 621—53
Starling, George ... Rept. 1139—588, 589, 591
Starr, Rolan ... Rept. 1139—399
Starrett, Betty ... Rept. 621—30
State Cab Co., Inc ... Rept. 621—28–33, 111
Teamsters officials, activities, in management ... Rept. 621—29, 30, 32
State, Department of ... Rept. 1139—637
State Employment Peace Act ... Rept. 1139—188
State Industrial Union Council, CIO ... Rept. 1139—246
State Rubbish Collectors Association ... Rept. 1417—305, 326, 327
Monopoly, fine for infringement ... Rept. 1417—304
Punishment for jumping territory ... Rept. 1417—304, 305
Union membership required, Teamsters Local 396 ... Rept. 1417—303
State Sibley Corp.: Holovachka, Metro, interests ... Rept. 621—559, 560
Stearnes, Paul ... Rept. 1139—397
Steele, Albert ... Rept. 1139—791–793, 802
Independent pinball operator, Lake County, Ind ... Rept. 1139—791–793
Threats against ... Rept. 1139—791, 793
Steelworkers Union (United Steelworkers of America, CIO) ... Rept. 1139—59, 60, 63–67, 70
Jurisdictional dispute with Sheet Metal Workers ... Rept. 1139—59–68
Sheet Metal Workers:
Comparison of wages ... Rept. 1139—63
Efforts to solve Burt problem ... Rept. 1139—64, 65
Summary of dispute with Sheet Metal Workers ... Rept. 1139—70, 71
Steers, Edwin K.:
Attorney general of Indiana ... Rept. 1139—395
Perfect Circle-UAW strike, attempted solution ... Rept. 1139—395, 396
Stein, Louis ... Rept. 621—316, 329, 330, 351–353, 375, 458, 461, 463–477, 516
Block, Max, tips on Food Fair stocks ... Rept. 621—330
Food Fair Stores, president of ... Rept. 621—316
Stock transfers, Ben Lapensohn ... Rept. 621—464, 465
Union officials, gratuities, stock rights ... Rept. 621—473
Zeitler, Martin, business given to ... Rept. 621—351
Stein, Nate:
Expenses paid by Teamsters ... Rept. 621—70
Gibbons, Harold J., relations with ... Rept. 621—68–70
Union funds received by ... Rept. 621—68–70
Steinberg, Harris B ... Rept. 1139—685
Steiner, William ... Rept. 1139—636
Steinmann, Moe ... Rept. 621—313, 318, 319, 343, 355, 356
Butchers Local 342, contract with ... Rept. 621—318
Collusive arrangement, Butchers Local 342, pension fund ... Rept. 621—318, 319
Deercrest Country Club, investment in ... Rept. 621—313, 318, 343
Stephens, Frank ... Rept. 1139—397
Stephens, Sherman ... Rept. 1417—77, 78
Stern, Max ... Rept. 621—14, 21, 22, 80, 111
Hotel and Restaurant Workers Local 410, intercession for charter ... Rept. 621—21
Police record ... Rept. 621—21–23
Sterling Manufacturing Co ... Rept. 1139—74
Sternberg, Herbert S ... Rept. 1139—663, 664
Stevens, C ... Rept. 1139—397
Stevens, Ford ... Rept. 621—16
Stevens, George ... Rept. 1139—816
Stevens Market ... Rept. 621—627
Stevenson, John C. (*see also* Portable Container Disposal Co.) ... Rept. 1417—304

Page
Stevenson, John D---- Rept. 621—520, 522–524
Stevenson, John R.:
Dissident delegate, rejection of credentials---- Rept. 621—589
First vice president, Carpenters Union---- Rept. 621—589
Official, Carpenters Union, dismissal of---- Rept. 621—590
Steward, Bonnie, Inc---- Rept. 1139—504, 506
Stewart, Fred---- Rept. 1139—111, 117
Stickel, Lester---- Rept. 1417—211; Rept. 1139—579–581
Shakedown, New York milk dealers, jailed for---- Rept. 1139—579
Stickles, Francis---- Rept. 621—568
Stieber, John J---- Rept. 1139—148, 149
Affidavits submitted re Kohler strike---- Rept. 1139—148, 149
Chairman, Kohler Workers Association, 1934 strike---- Rept. 1139—148
Financial secretary, local 833, UAW---- Rept. 1139—148
Stinkbomb:
Sonny Boy Bakery, by Teamsters Local 229---- Rept. 1417—100
Southern Music Co., Miami office---- Rept. 1139—852
Stivers, Raymond---- Rept. 1417—387, 388
Stock, Food Fair:
Disposition of---- Rept. 621—459–463
Lapensohn, Ben, favored---- Rept. 621—452–477
Union officials favored with---- Rept. 621—461–476
Stockton Abstract & Title Co---- Rept. 1417—387, 391, 394
Stolte, Inc---- Rept. 1417—395, 396
Stone, Ben---- Rept. 1139—614
Stone, George---- Rept. 621—99
Stone, Laura---- Rept. 1417—31
Stone, Neal:
Fringe benefits, unpaid, by Midwest Haulers---- Rept. 1139—606
Logs, ICC, falsification of---- Rept. 1139—607
Midwest Haulers employee, driving for Chi-East Trucking Co. Rept. 1139—606
Stop and Shop---- Rept. 1417—435, 436
Storey, Harold---- Rept. 1139—205
Stovall, Mrs. Charles---- Rept. 1139—610
Stove Mounters International Union of North America: Coleman Co., Inc., contract---- Rept. 1139—72
Stracci, Joseph---- Rept. 1139—499. 502, 505
Strang, Donald W., Howard Johnson Restaurant---- Rept. 621—605, 606, 608–611, 625, 642
Organization drive, local 450---- Rept. 621—605–611
Refuses vote on---- Rept. 621—606
Vandalism---- Rept. 621—606–608
Payoff by, disguised as legal fees---- Rept. 621—611
Strauss, Leon:
Appointment as organizer---- Rept. 621—396
Police record---- Rept. 621—396
Strauss-Rose Carpet Co---- Rept. 1417—64
Streukens, William L---- Rept. 621—573
Strickland Transportation Co---- Rept. 1139—7, 17
Strike incident file, Kohler Co., chronology of---- Rept. 1139—213, 214
Strikebreakers, definition of---- Rept. 1139—227
Strollo, Anthony (Tony Bender)---- Rept. 1139—495, 496, 499, 501, 505, 506, 666, 667
Longshoremen, efforts to gain control of---- Rept. 1139—495
Underworld connections---- Rept. 1139—499, 501, 666
Stromberg, Harry (Nig Rosen)---- Rept. 1139—504, 506, 661, 663, 773
Business interests---- Rept. 1139—663
Narcotics traffic, connection with---- Rept. 1139—661
Police record---- Rept. 1139—663
Strong, John, Teamsters Local 807---- Rept. 1417—194; Rept. 1139—575
Eastern Conference contract, Hoffa efforts to undermine---- Rept. 1139—575
Hoffa contract opposition, reprisal---- Rept. 1139—575
President, Teamsters Local 807---- Rept. 1139—575
Taxicab-organizing drive, New York---- Rept. 1417—194, 195
Strong, Johnny, A. & P. Co---- Rept. 621—292

Page
Stuart, George ... Rept. 1417—106, 108, 109, 113–119, 121, 123–127, 130, 262–265, 299; Rept. 1139—876
Bakery Workers:
Assault on Kane; Genuth; Mr. and Mrs. Ehrlich ... Rept. 1417—108, 109
Local 1, contract with Zion Industries ... Rept. 1417—123
Local 100:
Dictatorship ... Rept. 1417—114
Funds:
Automobile purchases ... Rept. 1417—115
Commingled, personal and union ... Rept. 1417—115
Gifts to henchmen ... Rept. 1417—116
Misuse of ... Rept. 1417—114–116
Personal use ... Rept. 1417—115, 116
Mann, Gilbert, resignation ... Rept. 1417—113
Organization drive ... Rept. 1417—114
Trustee of ... Rept. 1417—113
Local 300:
Dictatorship ... Rept. 1417—114
Funds:
Automobile purchases ... Rept. 1417—115
Commingled, personal and union ... Rept. 1417—115
Gifts and henchmen ... Rept. 1417—116
Personal use ... Rept. 1417—115, 116
Misuse of ... Rept. 1417—114–116
Organization drive ... Rept. 1417—114
Trustee of ... Rept. 1417—113
Trusteeship hearings ... Rept. 1417—114
Violence to Kane; Genuth; Mr. and Mrs. Ehrlich ... Rept. 1417—108, 109
Charges filed against ... Rept. 1417—126, 127
Mortgage payments, misappropriation of ... Rept. 1417—115
Stubbler, Detective ... Rept. 1139—240, 241
Stucker, Mr ... Rept. 1139—459, 460
Studio Frocks ... Rept. 1139—663
Sturdevant, Beverly ... Rept. 621—619–622, 624
Restaurant Workers Union, threats against ... Rept. 621—619, 620
Witness, Senate Select Committee, intimidation of ... Rept. 621—620, 621
Suburban News Dealers Association, Inc ... Rept. 1139—96–98, 110
Suburban Wholesalers Association, Inc.:
New York County grand jury, indictments by ... Rept. 1139—110
Shakedowns effected against ... Rept. 1139—110
Suffa, Joseph G ... Rept. 621—332, 334, 335, 359, 372
Business agent, Butchers Local 640 ... Rept. 621—332
Union car transactions ... Rept. 621—334, 335
Work at country club while on union payroll ... Rept. 621—332–334
Suffolk Cartmen's Association, Inc. (*see also* Squillante, Vincent) ... Rept. 1417—310, 311
Sufridge, James A ... Rept. 1139—749
Sulka, A., & Co ... Rept. 1417—63
Sullivan, Daniel P ... Rept. 1139—494, 496, 497, 850, 852, 855, 879
Miami Crime Commission investigator, testimony of ... Rept. 1139—494, 496–498
Sullivan, David, World Wide Press, investment in ... Rept. 621—529
Sullivan, Farmer ... Rept. 621—71, 78
Sullivan, George ... Rept. 1139—76, 87
Sullivan, Joseph P ... Rept. 621—89, 555, 557, 558
Sullivan, William ... Rept. 1139—214
Sumner, Abraham ... Rept. 1139—515
Sumner Cartage Co ... Rept. 1139—515, 516, 564
Sumner, Samuel, Glimco payoffs for labor peace ... Rept. 1139—516, 517
Sun-Telegraph, Pittsburgh, labor peace, payoff for ... Rept. 1139—650–652
Sun Valley, Fla. (*see also* Hoffa, Business interests, Sun Valley) ... Rept. 1417—224–227, 251; Rept. 621—99; Rept. 1139—521, 565, 630–635, 649, 727.
Advertising of ... Rept. 1417—225
Bankruptcy of ... Rept. 1139—631
Loans to Sun Valley:
Diversion of ... Rept. 1417—226; Rept. 1139—631
Florida National Bank, Orlando, by ... Rept. 1417—226

Sun Valley, Fla.—Continued Page
Operations, misrepresentation ... Rept. 1417—227
Resuscitation attempt ... Rept. 1139—631
Review ... Rept. 1139—571
Revival proposed and considered ... Rept. 1139—631–635
Teamster members induced to invest ... Rept. 1139—630
Teamsters bank deposit, interest-free ... Rept. 1139—631
Teamsters Local 777 investment ... Rept. 1139—521
Union funds, diversion of by Henry Lower ... Rept. 621—99
Union funds, use of ... Rept. 621—99
Sunbeam Heating & Air Conditioning Co ... Rept. 1139—76, 85, 86
Sunrise Sanitation Service ... Rept. 1417—317, 328, 329
Defaults on payments ... Rept. 1417—317
Favored position in garbage industry ... Rept. 1417—317
Teamsters Local 813, underworld connections ... Rept. 1417—317, 318
Wages, substandard ... Rept. 1417—317
Sunrise Supermarkets, garbage disposal jurisdictional dispute ... Rept. 1417—320, 321
Sunset Distributing Co ... Rept. 1417—70, 77
Sunset Motor Lines ... Rept. 1139—7
Superior Court of Wayne County, Ind ... Rept. 1139—388
Suporr, Isador ... Rept. 621—627
Supreme Court, U.S ... Rept. 1139—2–4, 22, 40, 339, 808
Reversal of established legal principles ... Rept. 1139—40
Secondary boycott rulings ... Rept. 1139—2
Supreme Court of Michigan ... Rept. 1139—326, 382, 383
Supreme Court of Ohio ... Rept. 1139—432
Supreme Court of Washington ... Rept. 1139—872
Supreme Court of Wisconsin ... Rept. 1139—361
Surprise, Joey. (*See* Joseph Feola.)
Sutter, Dick ... Rept. 1417—31–33
Svirsky Clothing Co ... Rept. 1139—644–648
Svirsky, Samuel ... Rept. 1139—648
Svirsky, Seymour ... Rept. 1139—645–648, 687
Swanner, W. D ... Rept. 1417—353, 354, 368, 369
Swannie, Edward:
Machinists Union, representative of, resignation ... Rept. 1139—306
Payments received from John Dale ... Rept. 1139—306
Swanson, Marshall ... Rept. 1417—385, 394
Swanson, Victor S. (*see also* Operating Engineers Local 3) ... Rept. 1417—385, 387–404, 439, 440; Rept. 1139—873
Attorneys fees, paid by Operating Engineers ... Rept. 1417—401
Conflict of interest ... Rept. 1417—394
Death threat, forgery of ... Rept. 1417—401
Doran's testimony, rebuttal ... Rept. 1417—392, 393
Financial transactions, blamed for ... Rept. 1417—402, 403
Forgery indictment ... Rept. 1417—401
Funds, misuse of ... Rept. 1417—398–400
Land fraud ... Rept. 1417—387–395
Swartz, Ben ... Rept. 1139—796
Sweeney, John J ... Rept. 1417—8–10, 12–15, 18–21, 25, 27, 33, 34, 36, 37, 39, 47, 51, 53
Funds, Teamsters, for home decoration ... Rept. 1417—50, 51
Sylvester, Howard ... Rept. 1417—55
Sylvester, Joe ... Rept. 1417—429, 430
Symons, George ... Rept. 1139—397
Syndicate. (*See* Coin-operated machines.)
Syndicate, criminal. (*See* Criminal syndicate.)

T

T D Cigarette Co ... Rept. 1139—835
T D Music Co ... Rept. 1139—830, 834, 864
Tabak, Irving ... Rept. 621—313, 343, 355
Deercrest Country Club, investment in ... Rept. 621—313, 343
Taft-Hartley Act ... Rept. 1417—256–258, 281, 282; Rept. 621—36, 283, 329, 581, 610, 630, 631, 666, 671; Rept. 1139—2, 3, 26, 35, 40, 42, 46, 61, 62, 76, 111, 135, 156, 188, 190, 207, 213, 256, 259, 260, 331, 339, 343, 418, 419, 591, 628, 873

Taft-Hartley Act—Continued
Amendments suggested: Page
May, Albert E., attorney ... **Rept. 1139**—40
Restraining order permitted until NLRB acts ... **Rept. 1139**—40
Sawyer, F.C., Burt Manufacturing Co ... **Rept. 1139**—61, 62
Boycott provisions, ineffective ... **Rept. 1139**—61
Chicago Restaurant Association, violations ... **Rept. 621**—671
Constitutionality attacked by Teamsters ... **Rept. 1139**—26, 27
Designed to aid unions in top-down organizing, contention ... **Rept. 1139**—46
Jackson, Louis: Labor Relations Associates, violations ... **Rept. 1417**—281, 282
Karsh, Harry, Teamsters ... **Rept. 621**—36
Kohler Co ... **Rept. 1139**—156
Kohler-UAW strike ... **Rept. 1139**—190
UAW charges against ... **Rept. 1139**—188
Labor Relations Associates, possible violations ... **Rept. 1417**—256–258, 281, 282
Loopholes in ... **Rept. 1139**—2, 3, 37, 40, 61
NLRB proceedings against A. & P. Co ... **Rept. 621**—283, 284
Right-to-work provisions ... **Rept. 1139**—339
Sears, Roebuck (Boston) violations ... **Rept. 1417**—277, 280, 281
Secondary boycotts, applicable to ... **Rept. 1139**—2, 26, 61, 256, 259, 343
Strike, procedural steps required of union ... **Rept. 621**—255
Surveillance of employee by employer ... **Rept. 1139**—207, 213
Violations:
Failure to post financial statement ... **Rept. 621**—329
Karsh, Harry ... **Rept. 621**—36
Section 302 ... **Rept. 621**—579, 580
Tam-O-Shanter Country Club ... **Rept. 1417**—436, 437; **Rept. 1139**—522, 566
Tana, Max (Mack Tane) ... **Rept. 1417**—172
Tane, Mack (Max Tana) ... **Rept. 1417**—172
Tanforan Race Track ... **Rept. 1417**—41
Tapper, Warren A., payments to Arthur H. Cronin ... **Rept. 1139**—76, 77, 89
Tapper's Central Heating Co.:
Cronin, Arthur H., dealings between ... **Rept. 1139**—76, 77
Tapper, Warren A., owner of ... **Rept. 1139**—76
Taran, Sam ... **Rept. 1139**—740, 828, 852, 854
Tarr, Hank ... **Rept. 1139**—397, 399
Taylor, Dawson ... **Rept. 621**—680, 681, 684
Taylor, Edward ... **Rept. 1139**—771
Taylor, Hanley ... **Rept. 621**—684, 685
Taylor, Jean ... **Rept. 1139**—771
Taylor, John ... **Rept. 1417**—364
Taylor, Lee ... **Rept. 1139**—874
Taylor, Leroy ... **Rept. 1139**—250–252, 358, 359
Harassment of, by Kohler strikers ... **Rept. 1139**—251, 252
Taylor, Robert (Robert Ansoni) ... **Rept. 621**—603, 604
Taylor, Telford ... **Rept. 1139**—622
Taylor Chevrolet Co. (*See* Dawson Taylor Chevrolet Co.)
Taylor Manufacturing Co., Cicero, Ill ... **Rept. 621**—604
Teachout, Frank ... **Rept. 1417**—258
Teague, W. W ... **Rept. 1139**—18
Teamsters (International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America) ... **Rept. 1417**—1, 2, 7, 19–22, 26, 34–40, 51, 53, 60, 64–66, 68–70, 74–76, 78–86, 163, 173, 220, 222, 225, 228, 239, 248, 249, 255, 298, 325, 367, 454; **Rept. 621**—1–3, 6, 12, 23, 28, 37, 52, 53, 63, 86, 95, 108, 110, 121–208, 377–516, 518, 525, 530, 559; **Rept. 1139**—5, 7–9, 11, 15, 16, 18–28, 32–37, 40–47, 50, 51, 53, 55, 57–59, 68, 69, 96, 112–117, 121, 130, 141, 232, 235, 271, 320, 328, 358, 496, 502, 514, 525–528, 537, 539, 561, 563, 570–572, 574, 588, 589, 592, 593, 597, 604, 605, 610–620, 622, 623, 627–633, 638–640, 643–650, 652, 653, 657–659, 666–674, 677–680, 682–684, 687, 688, 692, 695, 697–700, 702–709, 711, 712, 714, 716, 717, 719, 720, 723, 724, 727–731, 736, 755, 756, 765, 771, 773, 775, 825, 826, 829, 832–838, 842–844, 848, 853, 854, 857, 860, 865–867, 870, 872, 873, 875.

Teamsters—Continued Page
AFL–CIO, expulsion from ... Rept. 621—525, 560
Acid, use of ... Rept. 1139—11, 13
Back door organizing ... Rept. 1139—612
Beck, David D., Sr. (*see also* Beck, David D., Sr.):
Funds, use of, proxy battle ... Rept. 1417—66–68
Loan transaction ... Rept. 1417—66–68
Real estate and business holdings ... Rept. 1417—60
Senate Select Committee findings ... Rept. 1417—84–87
Shefferman, Nathan W., Beck bills paid ... Rept. 1417—58, 61
Benefits derived from abolition of small trucking companies ... Rept. 1139—23
Brennan, Owen Bert, elected vice president ... Rept. 621—1, 2
Brewster, Frank, loan to establish gambling joint ... Rept. 1417—34, 35, 39
Bribes and payoffs, solicitation of ... Rept. 621—1, 4, 6, 58, 82–84, 113–120
Building association, Portland, Oreg ... Rept. 1417—37
Business agents' school proposed ... Rept. 1417—236
Cab drivers, payments to employers reorganizing ... Rept. 621—105, 106
Carpenters Union:
Associations with ... Rept. 621—518
Land purchased from ... Rept. 621—559
Cease-and-desist orders, failure to comply with ... Rept. 1139—34
Central States Conference (*see also* Hoffa, Central States) ... Rept. 1417—206, 222, 229, 233, 239, 249, 250, 252, 286, 445; Rept. 1139—14, 23, 43, 537, 573–575, 580, 582–584, 586–588, 590, 592, 593, 595–597, 601, 602, 606, 608, 639, 640, 673, 713, 725.
Autonomy denied locals in Trans-American negotiations Rept. 1139—601–603
Contract comparisons, local 249, Pittsburgh ... Rept. 1139—584–587
Contracts:
Nationwide comparison ... Rept. 1139—573
Terms and practices ... Rept. 1139—596, 597
Eastern Conference, contract comparisons ... Rept. 1139—574, 584, 585
Favored employers, side deals with ... Rept. 1139—573
Fringe benefits, Midwest Haulers ... Rept. 1139—606
Health and welfare fund ... Rept. 1417—450, 451
Hoffa, James R.:
Control of ... Rept. 1139—573
Modifications of contracts ... Rept. 1139—608
Loan to cab owners, Wichita, Kans ... Rept. 621—106, 107
Matheson, Carney, and Anchor Motor Freight, Hoffa solicitude Rept. 1139—587, 588
Ohio Conference:
Areawide contracts suggested ... Rept. 1139—590, 591
Contract comparison ... Rept. 1139—590
Riss & Co. dealings ... Rept. 1139—592–596
Trans-American Freight Lines contract ... Rept. 1139—596–604
Central States Drivers Council ... Rept. 1417—166, 222, 231, 232, 239, 249
Hoffa, James R., negotiating chairman of ... Rept. 1139—573
Central States Health and Welfare Fund, southeast and southwest areas ... Rept. 621—13, 32, 57, 68, 70, 81, 86, 102–104, 106, 107, 121, 122, 124, 125, 127, 130–134, 136, 137, 139, 140, 143–152, 167, 171, 174, 182, 187–189, 191–197, 199–202, 205, 206.
Benefit cuts and premium increases, 1952–54 ... Rept. 621—150, 151
Commissions and service fee rates to Dorfmans ... Rept. 621—145
Dorfman insurance enterprises, income received ... Rept. 621—124, 140, 141
Dorfmans, excessive commissions received by ... Rept. 621—143, 144, 151
Insurance with Dorfmans group, excessive cost ... Rept. 621—102–104, 146–148, 171
Perlman, Leo, excessive commissions received by ... Rept. 621—144
Summary of Dorfman commissions—Schedule A ... Rept. 621—149
Teamsters officials, entertainment by Perlman ... Rept. 621—132
Union Casualty Co., insurance business awarded to ... Rept. 621—102–104, 121, 125, 130
Welfare insurance control by Hoffa-Dorfman-Perlman ... Rept. 621—171

Teamsters—Continued Page
Cleanup campaign (*see also* Hoffa: Cleanup campaign)— **Rept. 1139**—672
Antiracketeering commission, George H. Bender— **Rept. 1139**—697
Court intervention— **Rept. 1139**—698
Racketeers, report on— **Rept. 1139**—717–720
Salaries and expenses— **Rept. 1139**—697, 698
Frechette, David R— **Rept. 1139**—707, 708
Cleveland credit union— **Rept. 1139**—716
Coin-operated machines (*see also* Coin-operated machines)— **Rept. 1139**—765–770
Collusion and conspiracy against small carriers— **Rept. 1139**—23
Collusion in awarding of insurance contracts— **Rept. 621**—169
Common carriers, influence on. (*See* Common carriers.)
Constitution. (*See* Constitution: Teamsters.)
Contraband arms loan, proposed— **Rept. 1139**—636
Contract, inconsistency in enforcing— **Rept. 1139**—41, 43
Contract provisions, lack of enforcement— **Rept. 1139**—570
Contract, top-down, substandard— **Rept. 1139**—570
Contract violations by Riss & Co— **Rept. 1139**—595
Convention, selection of delegates:
Local 299— **Rept. 1417**—249
Local 337— **Rept. 1417**—248, 249
Courts used for harassment tactics— **Rept. 1139**—26–32
DeLucia, Paul, purchase of home from— **Rept. 621**—23–25
Democratic procedures, denial of— **Rept. 1139**—570
Dorfman, Allen M., award of insurance business to— **Rept. 621**—28, 103, 104, 121, 122, 126
Dranow. (*See* Dranow, Benjamin.)
Eastern Conference— **Rept. 1417**—81; **Rept. 1139**—14, 574, 576, 580, 581, 584
Areawide negotiations, Hoffa effort to obtain— **Rept. 1139**—574, 575
Central States, contract comparisons— **Rept. 1139**—574, 584, 585
Contract, Hoffa efforts to undermine— **Rept. 1139**—574, 575
Contracts, Hoffa, Matheson, O'Neill— **Rept. 1139**—584
Insurance, automobile, Beck influence— **Rept. 1417**—81, 82
Negotiating, differences in— **Rept. 1139**—574
Negotiations, areawide, defeated— **Rept. 1139**—574
Election, refusal to submit— **Rept. 1139**—28
Englander Co. plants, top-level organizing— **Rept. 1417**—285–287
Expulsion from AFL–CIO— **Rept. 621**—525, 560
Findings of Senate Select Committee. (*See* Senate Select Committee: Findings.)
Funds:
Beck, David D.:
House construction— **Rept. 1417**—68
Personal bills— **Rept. 1417**—58, 61, 63, 64
Criminal cases, defense of— **Rept. 1417**—237–239
Criminals, payments to— **Rept. 1417**—237, 239
DeLucia, Paul, property purchased from— **Rept. 1417**—236
Fruehauf Trailer Co. proxy battle— **Rept. 1417**—66–68
Health and welfare, plundered— **Rept. 1139**—570
Loan, violation of convention— **Rept. 1417**—53
National Mortgage Co— **Rept. 1417**—79, 80
Right-to-work law— **Rept. 1417**—55
Spindel, Bernard, criminal defense of— **Rept. 1139**—684, 685
Sun Valley, Fla., collateral for loans— **Rept. 1417**—226
Sun Valley, Fla., interest-free deposits— **Rept. 1139**—630, 631
Veterans' mortgages— **Rept. 1417**—75, 76
Gamblers and public officials, tieup— **Rept. 1417**—35–37
General strike in New York, Neo-Gravure uninterrupted— **Rept. 1139**—115
Gibbons, Harold J., elected vice president— **Rept. 621**—2
Gifts, Christmas, champagne buckets— **Rept. 621**—26, 27
Grievance channeling procedures— **Rept. 1139**—601, 606, 607
Gross, Harold, and local 320, subsidy of— **Rept. 1139**—653
Hoffa election, racketeer support— **Rept. 1139**—570
Hoffa-Gordon-Dioguardi efforts to elect John O'Rourke— **Rept. 1139**—657
Hoodlums and racketeers, domination by— **Rept. 621**—1, 7, 9, 12–14, 67
Hot cargo clause in contracts— **Rept. 1139**—3, 43, 68, 69

Page

Teamsters—Continued
Indiana Conference ... **Rept. 621**—34, 57
Indictments against officials, Detroit grand jury ... **Rept. 621**—89
Insurance (*see also* Teamsters: Michigan Conference; *also* Dorfman insurance companies):
Allen Dorfman companies ... **Rept. 621**—28, 103, 104, 125, 127, 150, 151
Benefits reduced ... **Rept. 621**—150, 151
Collusion and fraud ... **Rept. 621**—169–171
Commissions paid Dorfman companies, tabulation ... **Rept. 621**—141
Dorfman coverage, list ... **Rept. 621**—140
Excess cost ... **Rept. 621**—146–148, 151
Noncompetitive basis ... **Rept. 621**—136, 137
Pacific Mutual versus Union Casualty, finances ... **Rept. 621**—135
Rejection of Pacific Mutual bid ... **Rept. 621**—135
Interest-free deposit, Florida bank ... **Rept. 1139**—630, 631
International Longshoremen's Association, attempted alliance, loan **Rept. 1417**—210
Jacket deal ... **Rept. 1139**—644–649
Joint Council 13, St. Louis ... **Rept. 1417**—239; **Rept. 621**—35, 43–45, 47–50, 63, 111, 112
Election. (*See* Gibbons, Harold: Joint Council 13 election.)
Joint Council 16, New York, N.Y ... **Rept. 1417**—163, 179, 191, 198, 200–203, 206, 207, 210, 211, 219, 220, 222, 310, 444; **Rept. 621**—2, 8, 71, 527; **Rept. 1139**—579–581, 646, 657, 661, 692, 696, 729, 765, 859.
Doria, Anthony, vote-packing scheme ... **Rept. 1417**—191
Election (*see also* Lacey, Martin):
Getlan, Sam, involuntary election delegate ... **Rept. 1417**—204
Hoffa interest ... **Rept. 1417**—206
Rigging of ... **Rept. 1417**—163
Underworld interest ... **Rept. 1417**—206–210
New York economy, effect on ... **Rept. 1417**—198
Phony locals, injunction re ... **Rept. 1417**—211
Joint Council 26 (*see also* Luken, James T.) ... **Rept. 1139**—588–592, 717
Joint Council 28, Seattle, Wash ... **Rept. 1417**—40, 41, 48, 55, 56, 58, 61, 62, 85, 446
Building Association:
Beck, David D., loan repayment ... **Rept. 1417**—56
Records of loans falsified ... **Rept. 1417**—55, 56
Convention fund records ... **Rept. 1417**—50
Joint Council 34, Minneapolis ... **Rept. 1417**—70
Joint Council 37, Portland, Oreg ... **Rept. 1417**—36–38
Joint Council 40, Pittsburgh ... **Rept. 1139**—651
Joint Council 41, Cleveland (*see also* Presser, William) ... **Rept. 621**—26, 27, 70; **Rept. 1139**—713, 716, 717
Presser, William, severance pay voted ... **Rept. 1139**—717
Joint Council 42, Los Angeles ... **Rept. 1417**—61, 63, 249, 252, 446
Joint Council 43, Detroit ... **Rept. 1417**—115, 130, 222, 223, 225, 227; **Rept. 621**—23, 79, 80, 167, 675, 678, 680
Joint Council 50, Milwaukee ... **Rept. 1417**—70
Joint Council 53, Philadelphia ... **Rept. 621**—381, 383
Joint Council 69, Indianapolis ... **Rept. 621**—167
Joint Council 73, Newark, N.J ... **Rept. 1139**—666
Joint Council 87, Tennessee ... **Rept. 1417**—336, 357, 366; **Rept. 621**—6
Jurisdictional dispute:
Locals 27 and 456 ... **Rept. 1417**—305, 306
Local 456 and Rex Carting versus local 27 and Westchester Carting ... **Rept. 1417**—307
Krieger, Stewart, salary paid with union funds ... **Rept. 1417**—74, 75
Labor-management relations, organized violence ... **Rept. 1139**—570
Labor peace, Hoffa supporters paid for ... **Rept. 1139**—649–656
Loans of Teamster funds:
Akros-Dynamics Corp., proposed ... **Rept. 1139**—640, 641
Bitonti, John, to ... **Rept. 1417**—235
Burris syndicates, $2,135,000 in pension funds ... **Rept. 1139**—632
Dranow, Benjamin; Thomas Department Store ... **Rept. 1139**—629, 630
Fitzgerald, George S., Marberry Construction Co ... **Rept. 1417**—225, 235

Teamsters—Continued
Page
Loans of Teamster funds—Continued
Fruehauf Trailer Co. Rept. 1417—66–69
Gambling joint, Tom Maloney Rept. 1417—34, 35, 39
Grosberg, Ben and Herbert; Marberry Construction Co. Rept. 1417—235
Linton Construction Co Rept. 1417—81
Marberry Construction Co Rept. 1417—225, 235
Mark, Harold Rept. 1417—225, 227–229
Maybury Sanitarium Rept. 621—94, 95
Northville Downs Race Track Rept. 1417—235
Thomas, John W., Department Store Rept. 1417—241
Local 6, St. Louis Rept. 621—43
Local 27, New York, N.Y. Rept. 1417—305, 306, 327, 328
Jurisdictional dispute with local 456 Rept. 1417—305, 306
Police records, officers Rept. 1417—306
Private Sanitation Union Local 813, affiliate Rept. 1417—307
Westchester Carting Co., aid in growth Rept. 1417—306, 307
Local 41 Rept. 1139—36, 632
Darling Transfer Co., Kansas City terminal, struck by Rept. 1139—36
Local 46 Rept. 1139—674–677, 679–682
Formed by merger, locals 981, 157, 253, 46 Rept. 1139—674
International, cost of fight to destroy autonomy Rept. 1139—683
Trusteeship opposed in courts Rept. 1139—675–677, 679
Trusteeship, opposition to Rept. 1139—674–684
Votes for independence Rept. 1139—680
Local 56 Rept. 1139—250
Local 79, Tampa, Fla.:
Smith, Glenn W., as negotiator Rept. 1417—358
Violence associated with Glenn Smith Rept. 1417—358
Local 98 (*see also* Luken, James T.) Rept. 1139—588–592
Local 100, Cincinnati (*see also* Luken, James T.) Rept. 1139—587, 590–592, 601
Anti-Hoffa faction, drive against Rept. 1139—590, 591
Hoffa contract dealings Rept. 1139—587
Rape charge frameup, bribery Rept. 1139—590
Top-down contracts forced on local Rept. 1139—591, 592
Local 107, Philadelphia (*see also* Cohen, Raymond) Rept. 1417—237; Rept. 621—10, 11, 377, 379–384, 386–389, 391–393, 395–398, 400, 404–414, 416–420, 431–433, 435, 436, 439, 440, 442–446, 449, 451, 452, 454–459, 461, 465–481, 483–486, 488, 500, 502, 504–506, 509–511, 513–517; Rept. 1139—578, 646, 873, 874.
Attorneys Carroll and Markowitz, conflict of interest Rept. 621—479, 485–513
Business agents paid to resign Rept. 621—386
Code of ethics, AFL–CIO, breach of Rept. 621—417
Cohen, Raymond:
Activities, irregular, summary Rept. 621—419
Appointees, stranglehold maintained Rept. 621—392
Campaign expenses paid by union Rept. 621—383
Court action against Rept. 621—404, 405
Dissidents, threats against Rept. 621—392
Dominating influence in area Rept. 621—377
Elected business agents replaced by Cohen supporters Rept. 621—384–387, 392
Election, rigged Rept. 621—377–379
Declared invalid Rept. 621—377, 379
Food Fair:
Stock, at bargain prices Rept. 621—452, 453, 473–476
Sweetheart contract Rept. 621—431–451, 459, 479
Forged checks, union funds Rept. 621—408
Funds withdrawn by Raymond Cohen Rept. 621—383, 384, 494–496
Goon squad:
Employment of Rept. 621—380, 381, 392
Falsification of 1955 income taxes Rept. 621—392
Income taxes paid by union Rept. 621—392
Legal fees paid Rept. 621—429, 430
Lost time payments Rept. 621—392, 393

Teamsters—Continued
Local 107. Philadelphia—Continued Page
Herman, Seymour, assault on ... Rept. 621—399, 400
Legal fees, retroactive, to Thomas McBride ... Rept. 621—480–483
Motor Transport Labor Relations (MTLR), negotiations Rept. 621—432–439
One-man control ... Rept. 621—377, 386
Organizing attempt, Horn & Hardart Baking Co ... Rept. 621—396–405
Organizing, top-down ... Rept. 621—397
Reports, financial, incomplete ... Rept. 621—409, 413
Secondary boycott, Horn & Hardart Baking Co ... Rept. 621—405
Secret ballot, alleged ... Rept. 621—380
Secretary elected with local 169 aid ... Rept. 621—382
Select committee findings re ... Rept. 621—513–517
Select committee report on ... Rept. 621—377–513
Trailer drops:
Inequality of ... Rept. 621—433–451, 459
Value of ... Rept. 621—433–451
Trustees, failure of duty ... Rept. 621—409
Violence:
Arson ... Rept. 621—398
Horn & Hardart Baking Co ... Rept. 621—397–402
McCray & Hunter ... Rept. 621—401
Young, William S., assault on ... Rept. 621—400
Local 114, Cincinnati ... Rept. 621—26
Local 135, Indianapolis ... Rept. 621—29, 57; Rept. 1139—598
Local 138 ... Rept. 1139—111, 503
Local 142, Gary, Ind ... Rept. 621—554–557
Local 157 ... Rept. 1139—674
Local 169, Philadelphia ... Rept. 621—382, 384, 396, 413, 484, 501, 513
Financial aid to local 107 secretary's campaign ... Rept. 621—382, 384
Loans to Raymond Cohen ... Rept. 621—382, 384
Local 170 ... Rept. 1139—581
Local 174, Seattle, Wash ... Rept. 1417—46–49, 51, 58, 446
Fund, special, for political donations ... Rept. 1417—49, 50
Unemployment relief fund ... Rept. 1417—50
Local 179 ... Rept. 1139—674, 675
Local 180 ... Rept. 1139—503
Local 200 ... Rept. 1139—249
Local 202 ... Rept. 1139—765, 859
Coin-operated machines ... Rept. 1139—765
Local 208, Los Angeles ... Rept. 1417—304; Rept. 1139—700, 701, 703, 704
Communist-dominated union, funds for ... Rept. 1139—701, 703, 704
Election contested ... Rept. 1139—671, 700
Filipoff, John W., secretary-treasurer ... Rept. 1139—671
Local 211, Pittsburgh ... Rept. 621—82; Rept. 1139—127, 130, 649, 651, 652;
Cozza, Theodore:
President ... Rept. 1139—649
Salary and expenses ... Rept. 1139—652
Local 220 ... Rept. 1139—667
Local 223, Portland, Oreg ... Rept. 1417—8, 17
Association with gamblers ... Rept. 1417—8
Elkins, James B., conspiracy ... Rept. 1417—8
Picketing, pinball machines ... Rept. 1417—17
Pinball machines ... Rept. 1417—15–23
Politics, Portland, Oreg ... Rept. 1417—9
Pressure, mayor and police chief, Portland, Oreg ... Rept. 1417—13, 14
Punchboards, control of ... Rept. 1417—14, 15
Shakedown of Stan Terry by Frank Brewster ... Rept. 1417—18, 19
Local 229, Scranton, Pa ... Rept. 1417—88–90, 94, 98, 100–105
Assault on members and nonmembers ... Rept. 1417—88, 89, 99
Buying votes, dues payment ... Rept. 1417—89
Dictatorial voting methods enacted ... Rept. 1417—88, 89
Disciplinary action, lack of ... Rept. 1417—103, 105
Dynamiting ... Rept. 1417—90–95
Election, rigged ... Rept. 1417—89
Extortion, Joe McHugh, Earl Bettendorf ... Rept. 1417—103

Teamsters—Continued
Local 229, Scranton, Pa.—Continued Page
Intimidation of members and nonmembers. **Rept. 1417**—88, 89, 99, 100
Job control by officials. **Rept. 1417**—89
Multiple voting. **Rept. 1417**—89
Property damage. **Rept. 1417**—97, 98
Senate Select Committee findings. **Rept. 1417**—104–106
Sonny Boy Bakery, stinkbombing of. **Rept. 1417**—98–101
Strike, Sonny Boy Bakery. **Rept. 1417**—99–101
Threats, owner and family, Sonny Boy Bakery. **Rept. 1417**—100, 101
Undemocratic practices, union meetings and elections. **Rept. 1417**—89
Union meetings, attendance. **Rept. 1417**—89
Unloading racket, out-of-town truckers. **Rept. 1417**—101–103
Violence to members, organizing. **Rept. 1417**—90–103
Local 236, Paducah, Ky. **Rept. 1417**—358; **Rept. 1139**—709
Local 239, New York, N.Y. **Rept. 1417**—206; **Rept. 621**—7, 8; **Rept. 1139**—696, 698, 876
Corallo, Tony:
Control of union. **Rept. 1139**—699
Replacement, dummy, for salary purposes. **Rept. 1139**—698, 699
Resignation, alleged. **Rept. 1139**—698
Goldstein, Sam:
Criminal defense at union expense. **Rept. 1139**—696
Hoffa promise to remove. **Rept. 1139**—695, 697
President of local. **Rept. 1139**—696
Salary continued during imprisonment. **Rept. 1139**—696
Local 245, Springfield, Mo. **Rept. 621**—49–51, 54; **Rept. 1139**—704
Barrett, E. J.:
Reinstated by Harold Gibbons. **Rept. 1139**—704
Removed as secretary, incompetence. **Rept. 1139**—704
Election, candidates ruled ineligible. **Rept. 1139**—705
Gibbons, Harold, control of. **Rept. 621**—49–52
Wainwright, Branch, assistant business agent, police record **Rept. 1139**—704
Local 249, Pittsburgh. **Rept. 621**—82; **Rept. 1139**—584
Contract comparisons, Central States Conference. **Rept. 1139**—584–587
Hoffa negotiated grievances, financial loss. **Rept. 1139**—585, 586
Local 253. **Rept. 1139**—674
Local 258, paper local, New York, N.Y. **Rept. 1417**—199–205; **Rept. 1139**—876
Getlan, Sam, involuntary president. **Rept. 1417**—203, 204
Local 259, New York, N.Y. **Rept. 1417**—199
Local 266 (*see also* Coin-operated machines). **Rept. 1139**—692, 699, 765–768, 859, 860, 875
Coin-operated machines. **Rept. 1139**—765–770
DeGrandis, Joseph, president. **Rept. 1139**—699
Salary and automobiles. **Rept. 1139**—699
Local 269, paper local, New York, N.Y. **Rept. 1417**—200–203; **Rept. 1139**—579, 875
Charter, illegal processing. **Rept. 1417**—200, 201
Local 275, paper local, New York, N.Y. **Rept. 1417**—199, 204; **Rept. 621**—7, 8; **Rept. 1139**—503, 755, 876
Getlan, Sam, involuntary charter applicant. **Rept. 1417**—204
Local 282, New York, N.Y. **Rept. 621**—71, 527; **Rept. 1139**—692
Local 284, New York, N.Y. **Rept. 1417**—200–203; **Rept. 1139**—875
Local 285, Detroit. **Rept. 621**—113, 114, 117, 119, 678, 680
Local 290. **Rept. 1139**—707, 854
Frechette, Dave R., secretary-treasurer. **Rept. 1139**—707
Integration gimmick:
International funds for. **Rept. 1139**—707, 708
To aid organizing. **Rept. 1139**—707, 708
Local 293. **Rept. 1139**—716
Local 295, New York, N.Y. **Rept. 1417**—199–201; **Rept. 621**—8, 9; **Rept. 1139**—692

Teamsters—Continued Page
Local 299, Detroit, (*see also* McMaster, Rolland) ---- **Rept. 1417**—224–227, 235, 239, 248–253, 292; **Rept. 621**—5, 23, 29, 70, 94, 122, 137; **Rept. 1139**—574, 583, 586, 587, 594–596, 601, 602, 608–611, 615, 631, 644–646, 673, 689, 690, 711, 725, 726, 728, 836, 865.
Bank transactions ---- **Rept. 621**—29
Contract violations, Riss & Co., condoned ---- **Rept. 1139**—594, 595
Jackets:
Cost of ---- **Rept. 1139**—644, 646
Nonunion supplier ---- **Rept. 1139**—644
Overcharge ---- **Rept. 1139**—647
Loans. (*See* Teamsters: Loans of Teamster funds.)
Negro drivers:
Barred from Detroit ---- **Rept. 1139**—608, 609
Employers warned against hiring ---- **Rept. 1139**—610, 611
Threats against ---- **Rept. 1139**—609, 610
Officials paid while in prison ---- **Rept. 1417**—245
Organizing, Otto P. Graff, Inc., transferred to local 332 ---- **Rept. 1417**—292
Quonset huts, union funds, personal use ---- **Rept. 1139**—689
Cost of ---- **Rept. 1139**—689, 690
Funds misappropriated ---- **Rept. 1139**—691
Riss & Co. drivers transferred to ---- **Rept. 1139**—594
Riss & Co. grievances, no action taken ---- **Rept. 1139**—595
Local 300 ---- **Rept. 1139**—700
Local 320, Miami (*see also* Gross, Harold) ---- **Rept. 1417**—358; **Rept. 1139**—113, 114, 127, 130, 649, 652, 653, 874
Automobiles rented ---- **Rept. 1139**—113
Background ---- **Rept. 1139**—113
Brennan, Owen Bert, appointment of Harold Gross ---- **Rept. 1139**—653
Expenses incurred to operate ---- **Rept. 1139**—113
Gross, Harold, president of ---- **Rept. 1139**—112, 113
Investigation of, by George H. Bender ---- **Rept. 1139**—114
Membership total ---- **Rept. 1139**—113
Subsidized by international ---- **Rept. 1139**—113, 653
Local 322:
Cleanup, no action against officers ---- **Rept. 1139**—707
Officers, shakedown of employers ---- **Rept. 1139**—707
Local 327, Nashville, Tenn. (*see also* Smith, W. A. "Hard of Hearing Smitty") ---- **Rept. 1417**—331, 334–336, 338–340, 342–344, 347–350, 352, 355, 356, 359, 366, 367, 369; **Rept. 621**—6, 53, 54; **Rept. 1139**—708, 709.
B. & S. Motor Lines, violence list ---- **Rept. 1417**—342, 343
Barbers Union, Teamster aid in organizing ---- **Rept. 1417**—355
Barbershop violence, tabulation ---- **Rept. 1417**—355
Beatings:
Allen, Frank ---- **Rept. 1417**—331, 332
Organizing drive ---- **Rept. 1417**—339–341
Teamster goons identified ---- **Rept. 1417**—347
Whitley, Kenneth ---- **Rept. 1417**—350
Bruce, Jimmy, assaulted by goons ---- **Rept. 1417**—347, 348
Canaday, Perry:
Wages paid during jail term ---- **Rept. 1417**—340
Christmas present, Teamster funds ---- **Rept. 1417**—340
Support of Nashville officials ---- **Rept. 1417**—350, 351
Cleanup; no action against William A. Smith ---- **Rept. 1139**—708
Election ---- **Rept. 621**—53, 54
Goon squad, William A. Smith, leader ---- **Rept. 1139**—708
Officers, paid while imprisoned ---- **Rept. 1139**—709
Police, Nashville, law enforcement ---- **Rept. 1417**—349, 350, 356, 357
Reeves, Jesse, discharge as organizer ---- **Rept. 1417**—335, 336
Sirupings, admission by Sam Peters ---- **Rept. 1417**—335
Violence ---- **Rept. 1417**—331–335, 339–350, 355; **Rept. 1139**—708
B. & S. Motor Lines, cost of ---- **Rept. 1417**—343, 344
Woodbine Radio Cab Co ---- **Rept. 1417**—348, 349
Drivers, attitude ---- **Rept. 1417**—348, 349
Organizing ---- **Rept. 1417**—348, 349
War on wheels ---- **Rept. 1417**—349

Teamsters—Continued Page
Local 332, Flint, Mich ... Rept. 1417—291, 293; Rept. 621—4, 13; Rept. 1139—706
Organizing:
Graff, Otto P., Inc ... Rept. 1417—292
MacGregor Tire Co ... Rept. 1417—293
Skaff Rug Co., top-down ... Rept. 1417—291
Payoffs, apparent, by George Kamenow ... Rept. 1417—292
Picket line, Skaff Rug Co ... Rept. 1417—291
Violence and harassment ... Rept. 1417—291
Local 337, Detroit ... Rept. 1417—224, 227, 230, 231, 235, 236, 238, 248, 249; Rept. 621—23, 94, 122; Rept. 1139—609, 613–615, 644, 686, 728, 731, 836.
Bonan Co. contract, dissatisfaction with ... Rept. 1139—614
Bonan Co., organizing of ... Rept. 1139—614
Criminal connections, business agent ... Rept. 1139—615
Employees, Bonan Co., representation ... Rept. 1139—615
Jackets, cost of ... Rept. 1139—644
Jackets, nonunion supplier ... Rept. 1139—644
Jackets, overcharge ... Rept. 1139—647
Loans. (*See* Teamsters: Loans of Teamster funds.)
Membership interests ignored ... Rept. 1139—615
Membership threatened, Bonan Co ... Rept. 1139—614
NLRB election, Bonan Co., disaffiliation ... Rept. 1139—614
Local 353, Seattle, Wash ... Rept. 1417—47
Local 362, New York, N.Y ... Rept. 1417—179, 180, 182, 199–203; Rept. 1139—876
Local 372 (*see also* Prebenda, Joseph) ... Rept. 1139—127, 130, 649, 651, 655
Prebenda, Joseph:
President ... Rept. 1139—654
Salary and expenses ... Rept. 1139—655, 656
Local 375, Buffalo, N.Y ... Rept. 1417—358; Rept. 1139—501, 502
Local 376, Detroit ... Rept. 1417—227, 251; Rept. 621—99, 679; Rept. 1139—630
Local 377 ... Rept. 1139—609, 713
Local 390, Miami, Fla ... Rept. 1417—358; Rept. 1139—875
Smith, Glenn W., negotiator ... Rept. 1417—358
Violence associated with Glenn W. Smith ... Rept. 1417—358
Local 396, Los Angeles ... Rept. 1417—303–305, 326, 327; Rept. 1139—842, 866
Benefits, members, lack of ... Rept. 1417—303
Collusion, San Fernando Valley Rubbish Collectors Association ... Rept. 1417—302, 304
Crowder, William, refused membership in ... Rept. 1417—303
Enforcer for cartage associations ... Rept. 1417—304
Enforcer for garbage monopoly ... Rept. 1417—302–305
Membership required to dump rubbish ... Rept. 1417—303
Monopoly, rubbish collection, fine for infringement ... Rept. 1417—304
Price of dumping controlled ... Rept. 1417—304
Raiding jukebox locations ... Rept. 1139—842
Teamsters officer-owned garbage disposal company ... Rept. 1417—304, 305
Local 405, St. Louis ... Rept. 621—58–63
Local 410 ... Rept. 1139—713
Local 436, Cleveland ... Rept. 621—25; Rept. 1139—636, 639, 640, 643, 728
Local 445 ... Rept. 621—568; Rept. 1139—575, 578–582
Contract comparison, Central States Conference ... Rept. 1139—580
Daley, Theodore, dissident leader ... Rept. 1139—579
Dissident group, international opposition ... Rept. 1139—579, 580
Dissidents win control ... Rept. 1139—579
Independent local, efforts to form ... Rept. 1139—579
Nominations canceled by Valentino ... Rept. 1139—580
O'Rourke efforts to steal membership ... Rept. 1139—582
Local 447, St. Louis (*see also* Karsh, Harry) ... Rept. 621—35, 41, 44–48, 50, 176
Delegates to Joint Council 13 election ... Rept. 621—46–48

Teamsters—Continued Page
Local 449, Buffalo, N.Y. Rept. 621—167
Local 456, Westchester County, N.Y. Rept. 1417—305–308, 328; Rept. 621—566, 567
Jurisdiction invaded by local 27 Rept. 1417—305, 306
Local 470, Philadelphia, Pa. Rept. 621—377
Local 515, Chattanooga, Tenn. (*see also* Boling, H. L.; *also* Smith, Glenn W.) Rept. 1417—331, 334, 357, 358, 360, 361, 363, 366, 367, 370; Rept. 621—6; Rept. 1139—709–712.
Attorney fees, records in minutes Rept. 1417—361
Bribery of public officials Rept. 1417—360–362
Financial manipulations, bribery Rept. 1417—361, 362
Funds, union, to protect goons Rept. 1417—360, 361
Officers of local:
Conviction, 6-month pay advance Rept. 1139—711
Defense of, cost to union Rept. 1139—712
Hoffa, action taken Rept. 1139—711–713
President and business agent, Glenn Smith Rept. 1139—709
Smith, Glenn, union funds to bribe judge Rept. 1139—710
Southern Conference loan, bribery Rept. 1417—361
Teamsters violence Rept. 1417—331, 332
Local 521 Rept. 1139—715
Local 522, New York, N.Y. Rept. 621—7, 8, 11; Rept. 1139—699, 876
Extortionist, Al Reger, retained in office Rept. 1139—699
NLRB election, Union Salvage Co Rept. 1139—700
Reger, Al, secretary-treasurer Rept. 1139—699
Local 548, Minneapolis Rept. 1417—239
Local 554, Omaha Rept. 1139—25, 34–36, 38, 42, 44
Cease-and-desist order issued to Rept. 1139—35
Contempt proceedings against agents of Rept. 1139—34
Election denied Coffey's Transfer Co Rept. 1139—25
Forgery of membership application cards Rept. 1139—25
NLRB order, disregard of Rept. 1139—36
Organizing, top-down Rept. 1139—25
Parker, Albert S., secretary-treasurer of Rept. 1139—42
Local 555, Cleveland Rept. 621—26; Rept. 1139—716
Local 557:
Areawide contract, 1955 Rept. 1139—582, 583
Contracts, superiority of Rept. 1139—582
Grabowski, business agent Rept. 1139—582
Hoffa contract Rept. 1139—582, 583
Superiority, local contract over Central Conference Rept. 1139—582
Local 560, Hoboken, N.J. Rept. 1139—111, 119, 666, 667, 669–671, 729
Defense pension fund, benefits to officers Rept. 1139—670, 671
Indictments returned Rept. 1139—667
Officers:
Extortion, accused of Rept. 1139—666–671
Hoodlum connections Rept. 1139—666, 667
Salaries and expenses Rept. 1139—670
Officers receive 86 percent of union income Rept. 1139—671
Union records, dearth of Rept. 1139—671
Local 568, Shreveport, La. Rept. 1139—16
Local 596, Philadelphia Rept. 621—393–396, 514
Criminal element as organizers Rept. 621—396
Organization by force Rept. 621—393
Paint remover, purchase of Rept. 621—394
Payoff for contract, Julius Wolfson Rept. 621—395
Picketing:
Illegal:
Robert Lee Pontiac Rept. 621—393
Shore Bros. Pontiac Rept. 621—393
To force secondary boycott Rept. 621—393
Property destruction:
Gallaher, Arthur E., warehouse Rept. 621—393, 394
Shore Bros. Pontiac Rept. 621—393, 394
Strauss, Leon, appointment as organizer Rept. 621—396
Violence, acid throwing, Robert Lee Pontiac Rept. 621—394

Page

Teamsters—Continued
Local 600, St. Louis ... Rept. 621—57
Local 606B ... Rept. 1139—671
Local 607, New York, N.Y. ... Rept. 621—292
Local 614, Pontiac, Mich. . Rept. 1417—237, 241, 244, 245; Rept. 621—53
Hoffa, home purchase and improvements ... Rept. 1417—244
Local 621, Knoxville, Tenn ... Rept. 1417—331, 333, 334, 336, 337, 342, 346, 351, 353, 354, 366–369, 370; Rept. 1139—708, 709
Charges, unfair labor practices, brought by member .. Rept. 1417—337
Dissident member, beating of ... Rept. 1417—337, 338
Dynamite purchases, union funds ... Rept. 1417—333, 334
Dynamiting, B. B. Powers store ... Rept. 1417—351, 352
Newman-Pemberton violence:
Cost of ... Rept. 1417—342
List of ... Rept. 1417—342
Shootings ... Rept. 1417—342
Purity Packing Co., picket line violence ... Rept. 1417—336
Siruping, Local President W. J. Reynolds ... Rept. 1417—333
Siruping of trucks ... Rept. 1417—332, 333
Violence ... Rept. 1417—331, 332
Local 626 and Local 626-B ... Rept. 1139—874
Local 632, St. Louis ... Rept. 621—57
Local 649 ... Rept. 1139—579
Local 651, New York, N.Y. ... Rept. 1417—199–201, 203; Rept. 1139—646
Local 657 (*see also* Owens, Buck; *also* Shafer, Raymond C.):
Ambulatory picketing of Southwestern Motors ... Rept. 1139—7
Election refused ... Rept. 1139—7
Restraining order against ... Rept. 1139—7
Secondary boycott, restraining order issued ... Rept. 1139—10
Shafer, Raymond C., officer of ... Rept. 1139—6
Southwestern Motors, picketing of ... Rept. 1139—6, 7
Violence ... Rept. 1139—7, 11
Local 682, St. Louis ... Rept. 621—57, 58, 60
Beating of James Ford ... Rept. 621—58, 60, 67
Local 688, St. Louis ... Rept. 1417—239; Rept. 621—36, 43, 54–57, 62–64, 176; Rept. 1139—705
Sale of local to Harold J. Gibbons ... Rept. 621—63, 64
Local 690, Spokane, Wash ... Rept. 1417—34, 39
Funds, misuse of ... Rept. 1417—34, 35, 39
Gamblers, association with ... Rept. 1417—35
Maloney, Tom, loan for gambling joint ... Rept. 1417—34–35, 39
Local 701 ... Rept. 1139—574
Local 703 ... Rept. 621—603, 605; Rept. 1139—514–518, 520, 529, 564
Local 705, Chicago ... Rept. 621—125, 179, 180, 207, 627
Local 705 (Independent):
Sweetheart contract, waste trades ... Rept. 621—179, 180
Waste trade industry of Chicago ... Rept. 621—179, 180
Local 710, Chicago (*see also* O'Brien, John T.) ... Rept. 621—137; Rept. 1139—250, 514, 537, 543, 550, 553, 555, 561, 562, 568, 569, 606
Chicago local, jurisdiction over Toledo company ... Rept. 1139—606
Fringe benefits, Midwest Haulers, union indifference .. Rept. 1139—606
Health and welfare fund. (*See* Chaddick, Harry F.)
Keegan, Thomas, business agent ... Rept. 1139—606
Salary of ... Rept. 1139—607
O'Brien, John T., president of ... Rept. 1139—606
Salary of ... Rept. 1139—607
Slush fund:
Division of ... Rept. 1139—562, 563
Establishment ... Rept. 1139—562
Membership notice of ... Rept. 1139—562
Payments from, 7-year period ... Rept. 1139—562, 563
Local 722 ... Rept. 1139—678, 680
Local 730, Washington, D.C. ... Rept. 621—72
Local 743, Chicago ... Rept. 621—182–185
Dorfman, Paul, organizing for ... Rept. 621—184
Hoffa dinner, payment for ... Rept. 621—184

Teamsters—Continued Page
Local 777, Chicago (*see also* Glimco, Joseph P.)..... **Rept. 621**—605, 655; **Rept. 1139**—514, 515, 517–529, 531, 532, 546–549, 555, 564–568
Democratic Union Organizing Committee, formation of.. **Rept. 1139**—525
Dues rebate to management..... **Rept. 1139**—519
Expenditures, questionable..... **Rept. 1139**—521
Flower shop, gangster-owned, Teamster business..... **Rept. 1139**—523
Funds, misuse of:
Cadillacs, purchase of..... **Rept. 1139**—522
Caribbean tours..... **Rept. 1139**—521
Country club membership..... **Rept. 1139**—522
Criminal defense, Glimco..... **Rept. 1139**—522
Disappearance of funds..... **Rept. 1139**—523
Expenses, Glimco..... **Rept. 1139**—518
Expenses, Marcie..... **Rept. 1139**—522
Hoffa, attorney's fees..... **Rept. 1139**—521
Hoffa dinner..... **Rept. 1139**—521
Hoffa trial attendance..... **Rept. 1139**—521
House, Glimco and girl friend..... **Rept. 1139**—523, 524, 527–530
Insurance commissions, excessive..... **Rept. 1139**—535, 542, 543
Police, Chicago, investigation of..... **Rept. 1139**—521
Records incomplete..... **Rept. 1139**—523
Sun Valley, Fla., $890 investment..... **Rept. 1139**—521
Wedding attendance..... **Rept. 1139**—523
Glimco, Joseph P.:
Kickbacks of wages to..... **Rept. 1139**—518, 524
Rise to power..... **Rept. 1139**—517, 518
Health and welfare fund (*see also* Dearborn Insurance Agency):
Commissions, excessive..... **Rept. 1139**—535, 542, 543
Dearborn Insurance Agency as agent..... **Rept. 1139**—531
Dearborn Insurance Agency, background, formation, operations..... **Rept. 1139**—531, 532
Glimco sole trustee of..... **Rept. 1139**—531
Members, difficulty of collecting claims..... **Rept. 1139**—547
Murray, Laverne, claim adjuster..... **Rept. 1139**—547
Part-time workers, exploitation of..... **Rept. 1139**—548, 549
International backs Glimco against dissidents..... **Rept. 1139**—526
Marcie, Don, enterprises, Teamster support..... **Rept. 1139**—522, 523
Members benefits..... **Rept. 1139**—525
Racket union for Glimco benefit..... **Rept. 1139**—518
Sun Valley, Fla., $890 investment in..... **Rept. 1139**—521
Union hall remodeling, estimated cost..... **Rept. 1139**—527, 528
Local 795, Wichita, Kans..... **Rept. 621**—107, 108
Local 805, New York, N.Y. (*see also* Gordon, Abe)..... **Rept. 1417**—211; **Rept. 621**—8, 176; **Rept. 1139**—571, 646, 656–660, 662, 663, 666, 687, 699, 728.
Charter secured, Abe Gordon, Paul Dorfman..... **Rept. 621**—176
DeRoma, Henry, trustee..... **Rept. 1139**—699
Gordon, Abraham:
Domination..... **Rept. 1139**—657
Welfare fund administrator..... **Rept. 1139**—657
Hoffa, James, vote of confidence..... **Rept. 1139**—666
Officers, free insurance policies..... **Rept. 1139**—660
Officers, link with narcotics..... **Rept. 1139**—661, 662, 699
Officers, police records..... **Rept. 1139**—657
Summer camp:
Construction, IBEW organizing..... **Rept. 1139**—658
Construction, nonunion labor..... **Rept. 1139**—657, 658
Officers, monopoly of use..... **Rept. 1139**—660
Operational deficit..... **Rept. 1139**—660
Welfare fund, administration..... **Rept. 1139**—657–660
Local 807, New York, N.Y..... **Rept. 1417**—210; **Rept. 1139**—119, 574, 575
Contract, refusal to ratify areawide..... **Rept. 1139**—574
Deliverers' Union, jurisdictional dispute with..... **Rept. 1139**—123
Hoffa efforts to decrease Eastern contract benefits..... **Rept. 1139**—575
Hoffa offers undermine contract negotiations..... **Rept. 1139**—574
Strike of 1946, summary..... **Rept. 1139**—117

Teamsters—Continued Page
Local 808, New York, N.Y. Rept. 1417—199; Rept. 621—8, 9; Rept. 1139—692, 729, 875
Dissident trustees, charges against sustained Rept. 1139—694, 695
Dissidents elected, McNamara efforts to block seating Rept. 1139—693, 694
Election, 1958, dissidents efforts to gain control Rept. 1139—692–694
Funds, misuse of Rept. 1139—694
Local 813, New York, N.Y. Rept. 1417—307–311, 314, 317–319, 324, 325, 328–330; Rept. 621—167; Rept. 1139—872
Adelstein-Squillante connection Rept. 1417—312, 315
Affiliate of local 27, formed by Bernard Adelstein Rept. 1417—309
Approved list, nonunion firms on Rept. 1417—319
Cartmen, enforced membership, Vincent Squillante Rept. 1417—314
Cartmen's association, cost of withdrawal from Rept. 1417—315
Cooperation with Squillante, Vincent Rept. 1417—310, 315
Dance tickets, sale of Rept. 1417—325
General Sanitation Co. books kept by union accountants Rept. 1417—318, 319
General Sanitation Co., picket line support Rept. 1417—319
Jurisdictional fight, Safeway Stores boycott Rept. 1417—307, 308
Misuse of funds Rept. 1417—325
Safeway Stores boycott, agreement ending Rept. 1417—308
Security clause, association, enforced by Rept. 1417—314, 315
Security fund Rept. 1417—315
Squillante, Vincent, collaborator Rept. 1417—324
Squillante whip companies unionized Rept. 1417—319
Sunrise Sanitation Service:
Protection by underworld Rept. 1417—318
Substandard pay scale Rept. 1417—317
Union cartmen refused voice at meetings Rept. 1417—314
Westchester territory, abandonment of Rept. 1417—309
Local 816 Rept. 1139—575
Local 823, Joplin, Mo. Rept. 621—51–54
Local 875, New York, N.Y. Rept. 1417—199; Rept. 621—7, 8; Rept. 1139—699, 755, 876
Local 876, Detroit Rept. 1417—241
Local 883 Rept. 1139—503
Local 886, Oklahoma City Rept. 1139—18, 19, 21, 23
Election refused Rept. 1139—19
NLRB, unfair labor charge filed Rept. 1139—21
Organizing, top-down Rept. 1139—19
Secondary boycott imposed Rept. 1139—19
Local 891, Jackson, Miss Rept. 1417—359
Dynamiting, Southland Cotton Oil Co Rept. 1417—358, 359
Tennessee Teamsters goons imported Rept. 1417—358, 359
Local 929, Philadelphia Rept. 621—20, 401–403
Shakedown attempt by Samuel Feldman Rept. 621—402, 403
Exonerated Rept. 621—403
Local 968, Houston, Tex Rept. 1139—18, 19
Election refused Rept. 1139—19
Organizing, top-down Rept. 1139—18
Local 981:
Hoffa opposition Rept. 1139—674
Proposed merger with locals 46, 157, 253 Rept. 1139—674
Local 985, Detroit (*see also* Bufalino, William E.; *also* Coin-operated machines, Detroit) Rept. 1417—227, 234, 243; Rept. 621—5, 676; Rept. 1139—504, 825, 829, 831–837, 857, 863–865.
Car washers, $25 pay for 70-hour week Rept. 1139—834, 835
Sweetheart contract with operators Rept. 1139—834
Local 990, Philadelphia Rept. 621—9
Longshoremen, Harry Bridges, proposed alliance Rept. 1139—571, 616, 617
Loomis, Fred P., financial adviser to Beck Rept. 1417—75
Lower, Henry, wages while promoting Sun Valley, Fla Rept. 1139—631
Members, disregard for interests of Rept. 1139—594

Page
Teamsters—Continued
Michigan Conference---- **Rept. 1417**—222, 227, 237, 249, 252, 253; **Rept. 621**—17, 94, 95, 103–105, 110, 111, 113, 121, 124, 125, 127, 128, 137–140, 143–146, 148–152, 155, 167–171, 174, 182, 187–189, 192, 194–199, 202, 204–207; **Rept. 1139**—576, 673.
Crumback, Edward, $5,000 donation to---- **Rept. 1417**—237
Insurance:
Benefit cuts and premium increases, 1952–54-- **Rept. 621**—150, 151
Commissions, service rates to Dorfmans---- **Rept. 621**—145
Cost, excessive, Dorfman companies---- **Rept. 621**—104, 105, 146–148, 171
Dorfman enterprises, income received---- **Rept. 621**—124, 141
Dorfman, excessive commissions received---- **Rept. 621**—143, 144, 151, 171
Negotiations---- **Rept. 621**—138, 139
Perlman, Leo, excessive commissions received-- **Rept. 621**—144
Summary of Dorfman commissions—Schedule B- **Rept. 621**—150
Union Casualty Co., business awarded---- **Rept. 621**—104, 105, 121, 125, 137
Welfare insurance plans, control by Hoffa-Dorfman-Perlman---- **Rept 621**—171
Wilson Associates contracts canceled---- **Rept. 621**—169
Union Casualty Co., investment of union funds in---- **Rept. 621**—125, 170, 171
Missouri-Kansas Conference---- **Rept. 621**—49, 51, 63; **Rept. 1139**—704
Monitors, Board of (*see* Hoffa, James R., Monitors; *also* Monitors, Board of).
Murder as organizing procedure---- **Rept. 1139**—11, 16
NLRB decision agreed by---- **Rept. 1139**—44, 45
National Over-the-Road Conference---- **Rept. 621**—26
Officers, salaries paid while imprisoned---- **Rept. 1139**—673
Officers, union, in garbage disposal business---- **Rept. 1417**—304, 305
Ohio Conference (*see also* Presser, William)---- **Rept. 1417**—254, 449; **Rept. 621**—25, 27; **Rept. 1139**—504, 587–591, 636, 713, 716, 717, 721, 874.
Presser, William, severance pay voted---- **Rept. 1139**—717
Organizing:
Competitors' request, at---- **Rept. 1139**—23
Practices---- **Rept. 1139**—9, 25
Violence---- **Rept. 1139**—7–9
O'Rourke, John:
Joint Council 16 elections, help from gangsters---- **Rept. 621**—2
Vice president, elected as---- **Rept. 621**—2
Paper locals (*see also* Paper locals)---- **Rept. 1417**—162–221
Chart of---- **Rept. 1417**—202
Findings, Senate Select Committee---- **Rept. 1417**—217
Report, Senate Select Committee---- **Rept. 1417**—162
Picketing:
Ambulatory; shipments traced---- **Rept. 1139**—7
Recognition---- **Rept. 1139**—7
Unauthorized---- **Rept. 621**—685
Political activity, Oregon---- **Rept. 1417**—24–26
Portland, Oreg., area, Senate Select Committee findings- **Rept. 1417**—37–40
Power and wealth of---- **Rept. 1139**—28
Presser, William, severance pay voted for---- **Rept. 621**—27
Racketeers and hoodlums, infiltration---- **Rept. 1139**—570, 722
Reports of Senate Select Committee. (*See* Senate Select Committee: Reports.)
Secondary boycott (*see also* Secondary boycott: Teamsters):
Applied by---- **Rept. 1139**—26, 51, 53
Secondary boycotts, violator in use of---- **Rept. 1139**—3
Size of, 1,600,000 members---- **Rept. 1139**—570
Smuggling attempt, arms to the Caribbean---- **Rept. 1139**—571
Southeast Conference---- **Rept. 1139**—673

Teamsters—Continued Page
Southern Conference ... Rept. 1417—334, 358, 361, 367, 448; Rept. 1139—14, 16, 18, 708–711, 870
Loan to local 515 for bribery ... Rept. 1417—361
Loans for local 515 goon defense ... Rept. 1417—334
Southwest Conference ... Rept. 1139—673
Strikebreaking activity ... Rept. 1139—613, 614
Strikebreakers, acting as ... Rept. 1139—680
Tennessee:
Court injunctions against violence ... Rept. 1417—334
Goon squad for areawide violence ... Rept. 1417—331, 332, 357, 358
Goon squad, reciprocity between locals ... Rept. 1417—334
Harassment of trucking companies ... Rept. 1417—342
International union, cleanup action ... Rept. 1417—366
Knoxville police, law enforcement ... Rept. 1417—352, 353
Organizing ... Rept. 1417—334
Property damage, summary ... Rept. 1417—332
Shootings, W. A. Smith ... Rept. 1417—344–346
Unions, cooperation with ... Rept. 1417—334
Violence:
Attributed to ... Rept. 1417—331, 332
Law enforcement ... Rept. 1417—343–347
Pattern of ... Rept. 1417—334
Protection by Southern Conference ... Rept. 1417—334
Schroeder, Lyn, beating of ... Rept. 1417—346, 347
Threats against children ... Rept. 1139—25
Tribute, exacted by Hoffa aids ... Rept. 1139—572
Undemocratic procedures, use of ... Rept. 621—1, 2, 44–46, 50, 51, 53, 54
Union funds:
Misuse of ... Rept. 621—1, 6, 10, 14–19, 25, 26, 49, 60, 61, 63, 68–70, 76, 84, 88, 92–99, 126
Sun Valley, Fla., project ... Rept. 621—99
Violence:
Horn & Hardart Baking Co., organizing:
Arson and assault, McCray & Hunter ... Rept. 621—400–402
Arson, Villeco Bros. trucks ... Rept. 621—398, 399
Assault on Seymour Herman ... Rept. 621—399, 400
Assault on William E. Young ... Rept. 621—400, 401
Use of, organizing ... Rept. 621—1, 4, 5, 34, 35, 51, 52, 56–61, 107
Waldorf-Astoria boycott:
Guild, forced ouster of ... Rept. 1139—53
Power revealed in ... Rept. 1139—54, 55
Wampold, Simon, personal attorney for Beck ... Rept. 1417—76, 87
Welfare funds:
Beck manipulations ... Rept. 1417—82
Misuse of:
Boxer, Embrel Davidson, on payroll ... Rept. 621—17–19
Insurance. (*See* Teamsters, insurance; *also* Dorfman insurance companies.)
Plundering of ... Rept. 1139—570
Western Conference ... Rept. 1417—8, 9, 11, 36–41, 44, 45, 47, 48, 50–53, 55, 57–60, 62, 63, 74, 75, 82, 83, 85–87, 250, 255, 284, 445, 446; Rept. 621—140; Rept. 1139—531, 535
Bassett, Sam, conflict of interests ... Rept. 1417—60, 87
Beck, David D., Sr., personal bills, union funds ... Rept. 1417—255
Bookkeeping system ... Rept. 1417—42
Brewster and Galeno, misuse of funds ... Rept. 1417—48
Funds:
Health and welfare ... Rept. 1417—450
Misuse of:
Beck and friends, home construction ... Rept. 1417—57, 58
Beck, loans to ... Rept. 1417—57, 75
Beck, swimming pool ... Rept. 1417—57, 58
Brewster's Christmas gifts ... Rept. 1417—52
Car for official's girl friend ... Rept. 1417—51, 52
Interior decorations ... Rept. 1417—50, 51
K & L Beverage Co., salaries paid ... Rept. 1417—74, 75

Teamsters—Continued
Western Conference—Continued
Funds—Continued
Misuse of—Continued
Page
Pacific Inter-Mountain Express, support of_ Rept. 1417—52, 53
Sweeney, John J., home decorations_____ Rept. 1417—50, 51
Welfare, Beck manipulations_____ Rept. 1417—82
Negotiations, top-level, objections to_____ Rept. 1417—286
Political spending_____ Rept. 1417—54, 55
Stock purchases_____ Rept. 1417—51
Senate committee findings, Brewster_____ Rept. 1417—58–60
Winchester Village Land Co.:
Union funds, loan of_____ Rept. 621—95–99
Loss of_____ Rept. 621—99
Teetor, Lothair, president, Perfect Circle, and Assistant Secretary of Commerce_____ Rept. 1139—292
"Teets". (*See* Battaglia, Sam.)
Tehan, Federal District Judge, Kohler-UAW strike, proposed settlement_____ Rept. 1139—189
Teitelbaum, Abraham_____ Rept. 621—175, 594, 602, 605, 606, 611, 625, 627, 628, 630, 631, 636–644, 655, 663, 664, 670–672, 674
Attorney, Chicago Restaurant Association_____ Rept. 621—594, 625
Capone, Al, associate_____ Rept. 621—594, 625
Contempt citation recommended_____ Rept. 621—670
Dorfman, Paul, relations with_____ Rept. 621—175
Labor relations counsel:
Crime syndicate men hired_____ Rept. 621—602
Fired for allowing pickets, Marquis Co_____ Rept. 621—638
Loans from restaurant owners_____ Rept. 621—643, 644
Payoff to union officials_____ Rept. 621—631, 641, 642, 644, 664
Retainer, Chicago Restaurant Association_____ Rept. 621—637
Union members, garnered by subterfuge_____ Rept. 621—611, 642
Payoff, alleged, to county official_____ Rept. 621—641, 644
Refusal to testify, reasons given_____ Rept. 621—636, 637
Shakedown attempt, restaurant association_____ Rept. 621—641, 642, 644
Tax scandals, involvement in_____ Rept. 621—625
Underworld plot to murder_____ Rept. 621—646
Tennessee Bureau of Criminal Investigation, Smith, W. A., investigation of_____ Rept. 1417—344–346
Tennessee State Bar Association_____ Rept. 1139—872
Tennessee State Legislature_____ Rept. 1139—872
Tennyson, John, Food Fair stock purchase_____ Rept. 621—462, 463
Terkeltaub, Julius_____ Rept. 621—542, 543
Terminal Barber Shops, Inc_____ Rept. 1139—51–54, 57, 68, 69
Locations lost through Barbers Union pressure_____ Rept. 1139—51, 56
Terminal Barbers Guild, represented by_____ Rept. 1139—51
Terminal Barbers Guild_____ Rept. 1139—51–53, 56, 69
Barbers Union, locations lost to_____ Rept. 1139—51, 53, 54
Company union of Terminal Barber Shops, Inc_____ Rept. 1139—51, 56
Membership, total of_____ Rept. 1139—51
Terminal Realty Co_____ Rept. 1417—234, 245; Rept. 1139—576
Hoffa, James R., investment in_____ Rept. 1139—576
Hoffa and Oren DeMass, partners in_____ Rept. 1417—234
Terminal Transport Co. (*see also* Allen, Frank)_____ Rept. 1417—331, 334
Terrace Lounge_____ Rept. 1139—507
Terrazzo and Tile Setters_____ Rept. 1139—819
Terry, Stanley_____ Rept. 1417—16–22, 32
Tessmer, Ray (Jefferson Chevrolet Co.):
Dawson, Mrs. Nancy, dealings_____ Rept. 621—681–683
Star Coverall Supply Co., aid to avoid unionization_____ Rept. 621—680–684, 686
Test Fleet Co. (*see also* Hobren Corp.)_____ Rept. 1417—230–232, 250; Rept. 1139—577
Commercial Carriers Co. backing_____ Rept. 1417—230
Contracts with_____ Rept. 1139—577
Loan to Test Fleet guaranteed_____ Rept. 1139—577
Services provided_____ Rept. 1139—577

Page
Test Fleet Co.—Continued
Hobren Corp., name changed to ... Rept. 1417—232
Hoffa and Brennan investment, profits ... Rept. 1417—230
List, 7-year period ... Rept. 1139—577
Organized by James Wrape ... Rept. 1417—230
Ownership transferred to Mrs. Hoffa and Mrs. Brennan ... Rept. 1139—577
Teamsters contract demands relaxed ... Rept. 1139—577
Testimonial dinner, Kralstein, Max. (*See* Kralstein, Max: Testimonial dinner.)
Testo, John ... Rept. 1139—788, 789, 796, 800, 803, 817, 819
Tevis, Harry ... Rept. 1417—103, 105, 448; Rept. 1139—651
Texas Rangers ... Rept. 1139—8, 13, 14
Textile Workers (United Textile Workers of America) (*see also* Klenert, Lloyd; *also* Valente, Anthony) ... Rept. 1417—131–162; Rept. 1139—305, 870, 877
AFL loan requested for organizing ... Rept. 1417—147–149
Anticommunism activity, Canada ... Rept. 1417—143
Canada, organizing in ... Rept. 1417—143, 144
Election, executive council, convention ... Rept. 1417—132
Emerson, George, international trustee, auditing of accounts ... Rept. 1417—133
Executive council, salaries and expenses ... Rept. 1417—132
Expenses, per diem, Klenert and Valente ... Rept. 1417—158
Expulsion and reinstatement from AFL–CIO ... Rept. 1417—159
Funds:
Control by Anthony Valente and Lloyd Klenert ... Rept. 1417—132, 133
Houses, officials, purchase of ... Rept. 1417—135
Klenert, Lloyd:
Hotel bills, personal purchases ... Rept. 1417—157, 158
House purchase ... Rept. 1417—132, 134, 135, 140–142
Manipulation of funds ... Rept. 1417—153, 154
Personal purchases ... Rept. 1417—132, 142–147, 157
Repayment of misused funds ... Rept. 1417—132
Officials, union, loans to ... Rept. 1417—132
Organizing expenses, questionable ... Rept. 1417—145, 147, 148
Records, falsification of ... Rept. 1417—138
Valente, Anthony:
House purchase ... Rept. 1417—132, 134, 135, 140–142
Manipulation of funds ... Rept. 1417—153, 154
Repayment of misused funds ... Rept. 1417—132
Hamme, E. Henrietta, international trustee ... Rept. 1417—134
Investigation by union of Valente and Klenert, report ... Rept. 1417—154
Jansson, Eric, CPA, vouchers, incomplete ... Rept. 1417—133
Klenert, Lloyd, control of funds assigned ... Rept. 1417—132
Local 229:
Miller, Marshall M., collusion, Archie Katz ... Rept. 1417—184
Workers fired for complaints ... Rept. 1417—185
Local 296 (miscellaneous workers) ... Rept. 1139—850–852, 855, 867
Meany, George, views on investigation of Valente and Klenert ... Rept. 1417—156
Mutual Title Co., Martin J. Quigley, president ... Rept. 1417—135–142
Resignation of Klenert and Valente ... Rept. 1417—131, 132, 159
Senate Select Committee findings ... Rept. 1417—159–162
Textile Workers Union of America, CIO:
Ex-members affiliated, funds segregated ... Rept. 1417—139,140
Ex-members affiliation causes building fund withdrawal ... Rept. 1417—140
Vote of confidence for Klenert and Valente ... Rept. 1417—156
Textileather Division of General Tire & Rubber Co ... Rept. 1139—305, 457
Zvara, Peter, commissions paid ... Rept. 1139—457, 458
Thackrey, Theodore ... Rept. 1139—102–105, 128
New York Daily Compass, owner of ... Rept. 1139—102
Payoff made to Irving Bitz ... Rept. 1139—102, 103
Thalls, Lewis ... Rept. 1139—398
Theater Trucking Co ... Rept. 1417—234, 247, 250
Interest held by Mrs. James R. Hoffa ... Rept. 1417—234

Page
Theibald, Mr. Rept. 1139—168
Theibault, John. Rept. 621—605
Thieme, Harry. Rept. 1139—514, 515, 517
Beating of, by Glimco goons. Rept. 1139—515
Payoff to Witt Hanley. Rept. 1139—515
Poultry Handlers Union Local 650, resignation. Rept. 1139—514, 515
President, Poultry Workers Local 663. Rept. 1139—515
Threats against. Rept. 1139—514, 515
Witness against Glimco, threats. Rept. 1139—515
Thirion, Harold. Rept. 621—57, 58
Payoffs received, indictment for income tax evasion. Rept. 621—58
1300 Broadway Corp. Rept. 621—558–560
Thirteen points, Beck misappropriation of Teamster funds. Rept. 1417—61–63
3340 Club. Rept. 1139—776
Thomas, Fred. Rept. 1139—774
Thomas, John W., Department Store. Rept. 1417—241; Rept. 1139—629, 630, 645, 727
Thomas, Larry. Rept. 621—394, 395, 398, 405
Business agent, Teamsters Local 596. Rept. 621—394
Paint remover, purchase of. Rept. 621—394
Thompson, Ann. Rept. 1417—12
Thompson, Jack D. (alias George Legnuts). Rept. 1417—295; Rept. 621—13; Rept. 1139—706, 707, 722
Action by Hoffa to remove, lack of. Rept. 621—13
Arson, conviction for. Rept. 1139—706
Business agent, Teamsters Local 322. Rept. 1139—706
Police record. Rept. 621—13; Rept. 1139—706, 707
Rank-and-file Teamster members, interest in. Rept. 1139—707
Thompson, Otis. Rept. 1139—397
Thompson, Stanley. Rept. 621—538–540, 549
Thornton, Attorney General Robert Y. Rept. 1417—24
Thorpe, Mrs. E. K. (Lower, Kay; Lower, Elsie K.). Rept. 1417—118, 121
"Three-Finger Jack" (*see also* White, William). Rept. 621—603
"Three-Finger Tony." (*See* Castellito, Anthony.)
Thurston Motor Lines (*see also* B. & S. Motor Lines). Rept. 1417—342
Tiedeman, Merlin. Rept. 1417—31–33
Tieri, Frank. Rept. 1139—499
Tierney, Paul J. Rept. 621—533, 534, 541, 544, 545, 558, 566, 584, 588; Rept. 1139—96, 658, 696, 698
Tieson, Leslie. Rept. 1139—34
Tijerna, M. F. Rept. 1139—6
Times Book Review and Magazine. Rept. 1139—117–119
Tinsely, Calvin. Rept. 1139—293, 301, 388, 397
Tipton, Miss Aileen. Rept. 1139—534
Tobacco Services, Inc. Rept. 1139—504, 505
Tobin, Dan. Rept. 1417—60, 283; Rept. 621—109
Tobin, Daniel, Jr. Rept. 1139—677
Tocco, Anthony. Rept. 621—674; Rept. 1139—488
Tocco, Pete. Rept. 1139—830, 864
Tocco, Samuel. Rept. 1139—828–830, 864
Bilvin Distributing Co. connections. Rept. 1139—828, 829
Tocco, William ("Black Bill"). Rept. 1139—488, 498, 864
Toffel, Harry. Rept. 1139—506
Toffenetti, Mr. Rept. 621—640
Toledo Blade. Rept. 1139—306, 312, 313, 316, 317, 420
Toledo Industrial Union Council Building. Rept. 1139—313, 420, 450, 451
Toledo National Bank. Rept. 1139—316
Toledo Scale Corp. Rept. 1139—315
Toledo Trust Co. Rept. 1139—316
Toledo Union Journal. Rept. 1139—315, 407, 436, 437
Gosser censorship of news. Rept. 1139—436, 437
Tomasello, Ethel. Rept. 1417—394, 395
Tomkins, Ben, Restaurant Workers Local 593, organizing, top-down. Rept. 621—667
Tookey, Mrs. Rept. 1139—539
"Toots." (*See* Martin, Cyrus, or Bertucci, Louis.)

Page
Topazio, Anthony—Rept. 1417—172, 205, 218; Rept. 1139—579, 582, 584
Dual unionism; expelled from Teamsters Local 445—Rept. 1139—579
Independent union, efforts to form—Rept. 1139—579
O'Rourke, John, charges against—Rept. 1139—579, 582
Police record—Rept. 1139—579
Reinstatement in Teamsters—Rept. 1139—579
Top-down organizing, Deliverers' Union attempt at Newsday—Rept. 1139—100, 101
Toracco, Anthony (alias Teddy Brooks)—Rept. 1139—753
Tortorici, Frank B—Rept. 1139—503
Tortorici, Joe—Rept. 1139—499
Totten, J. L—Rept. 1139—599
"Tough Tony" (Anthony Anastasia)—Rept. 1139—504
Tower Agency, Inc—Rept. 621—311, 313, 343, 346
Butchers Union insurance business, beneficiary of—Rept. 621—311, 343, 344
Butchers Union insurance, commissions from—Rept. 621—346
Deercrest Country Club, investment in—Rept. 621—313, 343, 344, 346
Tower, Fred—Rept. 1139—400
Town & Travel Casuals, Inc—Rept. 1139—644, 645, 648
Toy truck venture, Beck, Jr., Shelton Co., Norman Gessert—Rept. 1417—69, 70
Tracey, Mrs. Alice M—Rept. 1139—179–181, 187, 377, 378
Kohler Co., praise for—Rept. 1139—180
Kohler nonstriking employee—Rept. 1139—179, 377
Picket line incidents—Rept. 1139—179–181, 187
Telephone campaign, Kohler Co. nonstrikers—Rept. 1139—377
Tracy, James J—Rept. 1139—82, 87, 88, 93
Income, sources of—Rept. 1139—93
Payoff, denial of acceptance—Rept. 1139—93
Secretary-treasurer, local 73, Sheet Metal Workers—Rept. 1139—93
Trade Bank & Trust Co—Rept. 621—425
Trade Union Courier—Rept. 621—311, 517, 519–527, 529–532, 546, 550, 551, 553, 591; Rept. 1139—873, 874
AFL–CIO, denounced by—Rept. 621—519, 524, 591
Advertising sales, commission paid on—Rept. 621—523
Advertising, soliciting of—Rept. 621—519–521
Butchers Union, major circulation income derived from—Rept. 621—311
Employees, ex-convicts as—Rept. 621—526
FTC ruling, violations—Rept. 621—522, 524
Federal Trade Commission, action against—Rept. 621—520
Misrepresentation—Rept. 621—519, 524, 525
Raddock, Maxwell C., owner—Rept. 621—311, 517, 526
Revenue from advertising and subscriptions—Rept. 621—519, 526, 591
Subscription list—Rept. 621—524
Trafficante, Santos—Rept. 1139—496, 497
Tramunti, Carmine—Rept. 1417—172, 317, 318, 328, 329; Rept. 1139—506, 666
Police record—Rept. 1417—317
Sunrise Sanitation Service, interest in—Rept. 1139—329
Trans-American Freight Lines, Inc—Rept. 1139—596–603, 725, 726, 871
Central States contract, sweetheart concessions—Rept. 1139—596, 597
Contract grievances processed by Teamsters International—Rept. 1139—596, 599, 600
Curtis, G. K., grievances filed, resignation required—Rept. 1139—599
Grievances, employee, claims settled at 40 percent—Rept. 1139—598, 599
Owner-operator leases, withheld from drivers—Rept. 1139—597
Teamster contract, provisions ignored—Rept. 1139—597
Teamster contract violations—Rept. 1139—600, 601
Teamster rank-and-file opposition to contract—Rept. 1139—596, 597
Truck assignment requirements—Rept. 1139—597
Transport Manufacturing & Equipment Co. (*see also* Riss & Co.)—Rept. 1139—592, 593
Trans-World Airlines—Rept. 1417—292
Travis, Howard—Rept. 621—557, 562
Treasury, Department of the—Rept. 1139—545, 878
Trefts, Barney—Rept. 1139—598, 599

Page
Treuer, Robert ... **Rept. 1139**—209, 232–236, 238, 244, 343, 348, 351
Clay boat incident ... **Rept. 1139**—238, 343
UAW publicity man ... **Rept. 1139**—235
Trevino, Charlie ... **Rept. 1139**—16
Tribute, unloading racket, Teamsters Local 229 ... **Rept. 1417**—101–103
"Trigger" Elmer Burke ... **Rept. 1139**—496
Tri-Lex Check Cashing Service, Inc ... **Rept. 1139**—506
Tri-Lex Pawnshop ... **Rept. 1139**—506
Trimble, Henry W., Jr ... **Rept. 621**—428, 429
Trio Carting Co.:
Collusion in Government business ... **Rept. 1417**—321
Mitchel Field garbage disposal:
Reprisal for bid ... **Rept. 1417**—320, 321
Bid restrictions ... **Rept. 1417**—320
Recchia-DeCabia, conflict of testimony ... **Rept. 1417**—321, 322
Recchia-Squillante feud ... **Rept. 1417**—321
Restitution, for underbidding on Government contract ... **Rept. 1417**—321
Trip-Charge, Inc ... **Rept. 1417**—157
Triscaro, Joseph ... **Rept. 621**—25
Triscaro, Nuncio Louis "Babe" (*see also* Contraband arms) ... **Rept. 1417**—254, 449; **Rept. 621**—25–27, 111; **Rept. 1139**—589, 636–643, 715–717, 719, 728.
Conflict of interests, Hoffa attitude re ... **Rept. 621**—27
Dranow, Benjamin, connections ... **Rept. 1139**—636
Florida-Cuba trips at Teamster expense ... **Rept. 1139**—639, 640
Hoffa, James, connections ... **Rept. 1139**—636
Income, 1957 ... **Rept. 1139**—643
Police record ... **Rept. 1139**—636
President, Teamsters Local 436 ... **Rept. 1139**—636
Telephone calls, record of, from Miami ... **Rept. 1139**—639
Trucking firms, interest in ... **Rept. 621**—25, 27
Union funds, use of ... **Rept. 621**—25, 26
Triscaro, Sara ... **Rept. 621**—25
Trotsky, Leon ... **Rept. 1139**—209
Troutman, Shannon "Sky" ... **Rept. 1139**—76, 77, 81, 82, 89, 91–93
Business agent of local 73, Sheet Metal Workers ... **Rept. 1139**—89
Payoffs received, denial of ... **Rept. 1139**—93
Perjury, indication of ... **Rept. 1139**—92
Shakedown attempt of Wallace Lischett ... **Rept. 1139**—91
Troxell, James ... **Rept. 1139**—397
Truck Rail Terminals, Inc ... **Rept. 1139**—50
Trucking & Transportation Association (TNT, Crime, Inc.)
Maloney, William E., connection ... **Rept. 1417**—373
Trucking business, small carriers, advantages of; public service ... **Rept. 1139**—42
Trungale, Frank (*see also* Restaurant Workers, Chicago, Local 394) ... **Rept. 621**—628, 631–633, 635, 641, 656, 657, 660, 661
Payoffs received for labor peace ... **Rept. 621**—656, 657
Resignation of ... **Rept. 621**—661
Shakedown by, Cadillac suggested as payoff ... **Rept. 621**—631
Tucson Printing Co ... **Rept. 621**—677
Tudor, Wallace W.:
Shefferman connections, testimony re ... **Rept. 1417**—282–284
Shefferman techniques, attitude re ... **Rept. 1417**—282–284
Vice president, Sears, Roebuck & Co ... **Rept. 1417**—282
Turf Club ... **Rept. 621**—603, 605
"Turk." (*See* Harry Daniels *or* Herman Prujanski.)
Turner, Hilva ... **Rept. 1139**—397, 399
Turner, Mr ... **Rept. 1417**—232
Turner, Roy ... **Rept. 1139**—398
Turner, Wallace ... **Rept. 1417**—7
Turrigiano, Patsy ... **Rept. 1139**—490
Tustin, Harry ... **Rept. 621**—386
Tuzio, Anthony "Dutch" ... **Rept. 1139**—759–761
Police record ... **Rept. 1139**—759

U

UAW–AFL (United Automobile Workers, AFL; name changed to Allied Industrial Workers, AFL–CIO) (*see also* Dioguardi, John I.; *also* Doria, Anthony)---- Page **Rept. 1417**—162–167, 173, 185–189, 191–193, 195, 199, 200, 202–204, 206, 217–219, 221; **Rept. 1139**—158, 159, 276, 286, 870.
Charters revoked, locals 214, 224, 225, 227, 228, 355---- **Rept. 1417**—187
Dioguardi, John I. (Johnny Dio):
Racketeer, power in union---- **Rept. 1417**—163
Regional director---- **Rept. 1417**—167
Exploitation of Puerto Ricans and Negroes---- **Rept. 1417**—163, 179, 180
Flower fund (*see also* UAW–CIO: Region 2B)---- **Rept. 1139**—307, 316, 409, 437, 438, 443, 451, 452
Gangster dominated---- **Rept. 1139**—158, 286
Gangsters and hoodlums, New York labor movement---- **Rept. 1417**—163
Kohler Co. relationship---- **Rept. 1139**—158
Local 102, New York, N.Y---- **Rept. 1417**—181, 186, 188, 193, 197, 198, 206, 288, 290; **Rept. 621**—20, 176; **Rept. 1139**—755
Dioguardi, John, organizing taxicabs in New York---- **Rept. 1417**—186
Organizing, top-down---- **Rept. 1417**—181, 182
Washburn, Lester, charter issue---- **Rept. 1417**—165–167
Zakman, Samuel, charter issue---- **Rept. 1417**—164, 165
Local 214, New York, N.Y---- **Rept. 1417**—187
Local 224, New York, N.Y---- **Rept. 1417**—187, 192, 199
Local 225, New York, N.Y---- **Rept. 1417**—187
Local 227, New York, N.Y---- **Rept. 1417**—187, 199; **Rept. 1139**—875, 876
Local 228, New York, N.Y---- **Rept. 1417**—187, 199
Local 250, New York, N.Y---- **Rept. 1417**—179, 180, 191, 192, 199
Initiation fee racket favoritism shown---- **Rept. 1417**—180
Initiation fee racket, layoff after paying---- **Rept. 1417**—179
Minimum wage received---- **Rept. 1417**—179, 181, 182
Nunez, Bertha, re exploitation of workers---- **Rept. 1417**—179
Local 355, New York, N.Y---- **Rept. 1417**—187, 192
Local 649, New York, N.Y---- **Rept. 1417**—181, 182, 199, 202, 203, 205, 288–290; **Rept. 1139**—663, 875, 876
All-Rite Belt Co., phony unionization---- **Rept. 1417**—181–183
Eden Aero Parts, phony union contract---- **Rept. 1417**—182, 183
Name changed to Allied Industrial Workers of America---- **Rept. 1417**—162
Officers, police records, list---- **Rept. 1417**—167–173
Phony locals (paper locals):
Chart---- **Rept. 1417**—202
Officers and directors, criminal backgrounds---- **Rept. 1417**—199
Officers, nonunion members---- **Rept. 1417**—199
Teamster tieup---- **Rept. 1417**—162–221
Police records, officers of Corallo locals---- **Rept. 1417**—168–172
Police records, officers of Dioguardi locals---- **Rept. 1417**—168–172
Sweetheart contracts---- **Rept. 1417**—163
Teamsters Joint Council 16 rigged election---- **Rept. 1417**—163
UAW–CIO, break with, 1939---- **Rept. 1417**—162
Zakman, Samuel:
Charter obtained---- **Rept. 1417**—164
Local 102, Dioguardi control---- **Rept. 1417**—164, 165
UAW–CIO (United Automobile, Aircraft, and Agricultural Implement Workers Union of America, CIO) (*see also* Kohler-UAW strike; *also* Reuther, Walter; *also* Berndt, Raymond H.)---- **Rept. 1417**—162, 189; **Rept. 1139**—141–144, 146, 153–158, 160–164, 166, 168, 170–182, 184, 185, 188–190, 193–195, 198, 204–207, 209, 211, 214, 216, 218, 220, 222, 224, 227, 228, 231–233, 244–246, 248, 252–255, 257–261, 263, 264, 267–269, 271–277, 279–281, 283, 285–296, 298, 299, 301–317, 319–330, 334–344, 349–351, 353–358, 360–362, 365, 366, 368, 370–375, 377, 378, 380, 381, 383–386, 388, 393, 401–406, 408, 410–414, 418, 421, 422, 425, 431, 434–437, 441–443, 448–452, 455–461.
Ambulatory boycott program---- **Rept. 1139**—247, 252, 357
Anti-Kohler campaign, government level---- **Rept. 1139**—252
Arbitration at Kohler, problem of---- **Rept. 1139**—169

UAW-CIO—Continued Page
Arrests at mass picketing demonstration ... Rept. 1139—389
Bookkeeping and auditing practices ... Rept. 1139—264
Boycott of Kohler products ... Rept. 1139—245, 246, 359, 360
Boycott on wheels ... Rept. 1139—248
Clay boat incident, Kohler strike ... Rept. 1139—232
Consumer boycott, Taft-Hartley Act ... Rept. 1139—259
Contract, Perfect Circle, agreement ... Rept. 1139—299
Convictions for violence, Perfect Circle strike ... Rept. 1139—289
Detroit boat show, threatened picketing ... Rept. 1139—255
Dues increases, reasons for ... Rept. 1139—286
Election, Smith Oil Tool Co., Kohler Co. influence ... Rept. 1139—254
Executive board, international, makeup ... Rept. 1139—412
Flower fund:
Accounting ... Rept. 1139—307, 316, 437-450, 453-457
Amounts collected ... Rept. 1139—440, 452
Contributions ... Rept. 1139—307, 309, 311, 438, 439, 453-456
Methods of acquiring assets ... Rept. 1139—437, 438, 448-450, 452
Funds, use of ... Rept. 1139—141
Kohler Co.:
Boycott of Kohler ... Rept. 1139—245-247
Charges against Kohler, list ... Rept. 1139—188
Charges against Kohler, unfair practices ... Rept. 1139—154, 205, 216
Clay boat incident, mob action ... Rept. 1139—336
Clay boat incident, responsibility ... Rept. 1139—244
Compromise proposed by Judge Tehan ... Rept. 1139—189
Contract:
Acceptance, employee attitude ... Rept. 1139—159, 160
Changes requested ... Rept. 1139—173
Interpretation ... Rept. 1139—161
Negotiations, summary ... Rept. 1139—172, 173
Election in plant ... Rept. 1139—155
Election, representative, re Kohler Workers Association ... Rept. 1139—155, 156
Employee attitude, conditions, unions ... Rept. 1139—154-157
Enamel shop complaints ... Rept. 1139—164, 165
Fixtures, quality of ... Rept. 1139—257
Government contract awarded, protest of ... Rept. 1139—357
Home demonstrations ... Rept. 1139—217-220
Injunction ... Rept. 1139—219, 220
Informants ... Rept. 1139—215, 216
Kohler Village, UAW attitude ... Rept. 1139—143
Moral support, other unions ... Rept. 1139—177
NLRB action ... Rept. 1139—143, 205, 261
NLRB election ... Rept. 1139—159
Negotiations:
Concessions offered ... Rept. 1139—216, 217
Difficulties ... Rept. 1139—159
Failure of ... Rept. 1139—175
Proposed reopening ... Rept. 1139—188
Nonstriking employees, action against ... Rept. 1139—336
Picketing:
Clay boat before docking ... Rept. 1139—232, 233
Entrance blocking ... Rept. 1139—340, 341
Kohler employment office ... Rept. 1139—227
Mass ... Rept. 1139—177, 190, 336, 340, 341
Movies of ... Rept. 1139—184
Rules ... Rept. 1139—176
UAW sympathizers ... Rept. 1139—180, 181
Plant closure, consideration of ... Rept. 1139—335
Plant hazards ... Rept. 1139—167, 168
Problems, labor, summary ... Rept. 1139—162, 168, 169
Rehiring of strikers ... Rept. 1139—223
Silicosis victims, testimony ... Rept. 1139—163

UAW-CIO—Continued
Kohler Co.—Continued
Strike:
Page
Bulletins—Rept. 1139—214, 215
Cease-and-desist order—Rept. 1139—189, 190
Conduct, proposed agreement—Rept. 1139—176
Costs, expenses—Rept. 1139—264
Effects on UAW—Rept. 1139—162, 168
Funds—Rept. 1139—177, 338, 339
Illegal activities—Rept. 1139—336, 340, 342
International representatives—Rept. 1139—336, 337
Publicity—Rept. 1139—216, 246
Reasons for—Rept. 1139—162, 168, 268
Violence—Rept. 1139—368
Vote—Rept. 1139—174, 176, 334
Strikers:
Agitation of—Rept. 1139—227
Aims, attitude—Rept. 1139—177
UAW Local 833, charges against—Rept. 1139—260
UAW viewpoint—Rept. 1139—142
Vandalism against nonstrikers, law enforcement—Rept. 1139—198
Wage rates—Rept. 1139—170, 171
Wisconsin Employment Relations Board, compliance—Rept. 1139—189
Local 7 (Chrysler plant, Detroit)—Rept. 1139—337
Local 12, Toledo, Ohio (*see also* Gosser, Richard T.)—Rept. 1139—280, 281, 305–309, 311–315, 317, 405, 412–415, 417–426, 428–430, 435–438, 443–452.
Colonial Hardware Co., purchase from Gosser—Rept. 1139—307
Dues receipts, types of—Rept. 1139—415
Flying squadron—Rept. 1139—312, 418
Gosser control of expenditures—Rept. 1139—424, 425
Recording secretary withdrawal, reasons given—Rept. 1139—309
Rules, regulations, requirements of Gosser—Rept. 1139—309, 312
Slot machines operated by—Rept. 1139—307, 315, 450–456
Total owned—Rept. 1139—450
Voting—Rept. 1139—415–417
Local 14, Toledo, Ohio—Rept. 1139—326
Local 72, Kenosha, Wis—Rept. 1139—337
Local 142—Rept. 1139—309, 440
Local 156, Hagerstown, Ind—Rept. 1139—396
Local 212, Detroit—Rept. 1139—180–182, 199, 201, 337, 379, 393
Local 228—Rept. 1139—309
Local 370, New Castle, Ind—Rept. 1139—285, 299, 396, 403
Demonstration sponsored by—Rept. 1139—295, 389
Membership vote for contract approval—Rept. 1139—299
Perfect Circle represented by—Rept. 1139—285, 299
Local 600—Rept. 1139—310
Local 662—Rept. 1139—392
Local 832—Rept. 1139—387
Local 833, Sheboygan, Wis. (*see also* Kohler-UAW strike; *also* Kohler Co.)—Rept. 1139—147, 154, 159, 162, 172, 176–178, 180, 188, 189, 199, 200, 205, 224, 226, 228, 229, 232, 242, 243, 246, 249, 259, 260, 264, 265, 338, 346, 352, 353, 355, 357, 380.
Local 1058, Toledo, Ohio—Rept. 1139—306, 457
NLRB decertification election at Perfect Circle—Rept. 1139—285, 292, 293, 299, 385, 388
Numerical majority at Perfect Circle disputed—Rept. 1139—287
Parade, demonstration, Perfect Circle-UAW strike—Rept. 1139—295, 296
Perfect Circle plant:
Economic weapons used in strike—Rept. 1139—292
Mass picketing of—Rept. 1139—289, 387, 389
October 5 incident—Rept. 1139—396
Rumored attack on—Rept. 1139—295, 389, 390
Threats—Rept. 1139—387

UAW–CIO—Continued
Political activity: Page
Candidates, political ... Rept. 1139—309, 441, 442
Contributions ... Rept. 1139—440, 441
Funds expended ... Rept. 1139—380
Mosch, Sheriff, contributions to ... Rept. 1139—188, 242, 380
Political Action Committee ... Rept. 1139—309, 440, 441, 447
Funds solicited ... Rept. 1139—309
Summary ... Rept. 1139—357, 380
Prestrike demands, Perfect Circle ... Rept. 1139—285, 286, 384
Region 2–B ... Rept. 1139—412–414, 417, 423, 437–439, 452
Flower fund:
Assets of, declared by Ballard ... Rept. 1139—316, 452
Gosser imposed fines, supplement to ... Rept. 1139—438, 443, 452
Records destroyed ... Rept. 1139—437
Salary kickbacks to supplement ... Rept. 1139—409, 438, 452
Slot machines, supplement ... Rept. 1139—307, 438, 451, 452
Region 3 ... Rept. 1139—384, 388, 392, 396, 401
Region 10 ... Rept. 1139—337, 340
Restraining order, mass picketing, Perfect Circle ... Rept. 1139—388
Shootings, Perfect Circle-UAW strike ... Rept. 1139—296, 297
Size of, second largest union ... Rept. 1139—141
Slot machines (*see also* local 12: Slot machines), use and operation. Rept. 1139—450–452
Strike vote at Perfect Circle ... Rept. 1139—287
Unfriendly charities, attitude ... Rept. 1139—258, 360
Union shop campaign ... Rept. 1139—286
Vinson, William:
Funds expended on behalf of ... Rept. 1139—199, 374
Trial and hearings, UAW attitude ... Rept. 1139—199, 200, 357, 373
Violence, Perfect Circle strike, responsibility ... Rept. 1139—287, 288
Willys-Overland, membership employed by ... Rept. 1139—416
Zvara, Peter, discharge of ... Rept. 1139—306
UCMONY (United Coin Machine Operators of New York). (*See* Coin-operated machines.)
Uhlmann, Martin S ... Rept. 621—103, 104, 129, 130, 133, 136–141, 144, 146–148, 151–153, 166, 168–171, 174; Rept. 1139—535–537
"Umbrella Mike" Boyle ... Rept. 1139—774
Underpinning Foundation Co ... Rept. 621—571
Underwood, Roy J. (*see also* Operating Engineers Local 542) ... Rept. 1417—376, 377, 420, 422–425, 427, 429, 433, 440, 441
Dissident group, leader of ... Rept. 1418—420–422
President, local 542, court-supervised election ... Rept. 1417—423
Suspension and fine ... Rept. 1417—425
Unetich, Frank ... Rept. 1139—814–816, 818
Ungar, Harold ... Rept. 1139—624
Union Casualty Co. (*see also* Mount Vernon Life Insurance Co.) ... Rept. 1417—250; Rept. 621—102, 103, 105, 121, 122, 125, 128–140, 146, 152, 153, 167–171, 182, 187, 188, 190–193, 197, 198, 200, 205–207; Rept. 1139—537, 543.
Central States Welfare Fund, insurance business obtained from ... Rept. 621—102–104, 121, 122, 125, 134
Contract termination ordered by New York State Insurance Department ... Rept. 621—153
Dorfman, Allen:
Appointment by Perlman as head of agency ... Rept. 621—128
Profits from stock sale ... Rept. 621—168
Michigan Conference of Teamsters:
Insurance business obtained ... Rept. 621—121, 122, 125, 170
Stock purchased by ... Rept. 621—170, 171
Ownership and control, changes in ... Rept. 621—122
Perlman, Dr. Leo, use of company for personal enrichment ... Rept. 621—153
Union Casualty & Life Insurance Co. (*see also* Union Casualty Co.) Rept. 1417—229; Rept. 621—29, 104, 122, 154, 187, 188
Union County Newsdealers ... Rept. 1139—98
Union Freightways ... Rept. 1139—47

Page

Union Insurance Agency (*see also* Dorfman insurance companies) **Rept. 1417**—233, 451; **Rept. 621**—103, 120, 123, 128, 153–155, 158, 161, 162, 165–167, 171, 182; **Rept. 1139**—673.
- Accounting of premium collections, records incomplete **Rept. 621**—158
- Dorfman, Allen and Rose, owners **Rept. 1417**—233
- Dorfman, Allen, commissions received **Rept. 621**—103, 124, 130
- Dorfman home furnishings from agency funds **Rept. 621**—160–162
- Dorfman, Rose, commissions received **Rept. 621**—103, 124, 130, 137
- License revoked, examination of books refused **Rept. 621**—123, 171
- Peters, Don, hotel bill paid **Rept. 621**—182, 183
- Premiums collected, misappropriation by Allen Dorfman **Rept. 621**—153

Union labels, sale of **Rept. 1139**—842
Union Land & Home Co **Rept. 1139**—631–633, 637, 727
- Dranow, Benjamin, owner **Rept. 1139**—631
- Loan to Teamster official, Roy Williams **Rept. 1139**—632
- Sun Valley capital stock **Rept. 1139**—631

Union Loan & Finance Corp **Rept. 621**—29
Union Local Sales Co **Rept. 1139**—647, 648
Union Local Supply Co **Rept. 1139**—644–648
Union Merchandising Co., kickback to Beck **Rept. 1417**—65
Union News Co **Rept. 1139**—106, 107
Union Pacific Railroad, service refused shipper **Rept. 1139**—38
Union Salvage Co.:
- NLRB election, Teamsters defeat **Rept. 1139**—700
- Shakedown attempt, Al Reger **Rept. 1139**—700
- Teamsters Local 522, organizational strike **Rept. 1139**—700

Union Star Products Co.:
- Contract, undated **Rept. 1139**—682, 683
- Teamsters top level negotiating **Rept. 1139**—682, 683
- United Mine Workers employees, Teamsters contract **Rept. 1139**—682, 683

Unions (*see also* International unions):
- Assault, liability for **Rept. 621**—400
- Ex-convicts, employment of **Rept. 621**—404
- Immunities granted **Rept. 621**—610

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry **Rept. 1139**—76, 254, 276
- Local 75, Milwaukee **Rept. 1139**—256, 359

United Automobile, Aircraft, and Agricultural Implement Workers Union of America, AFL–CIO. (*See* UAW–CIO.)
United Automobile Workers of America, AFL. (*See* UAW–AFL.)
United Brotherhood of Carpenters and Joiners of America. (*See* Carpenters.)
United Chauffeurs Association (independent) **Rept. 621**—61
United Coin Machine Operators of New York (UCMONY) **Rept. 1139**—746, 765–767, 860
United Concrete Pipe Corp., Odessa, Tex **Rept. 1139**—11
United Distribution Workers Union **Rept. 621**—63
United Engine Service Co. (*see also* Weber, Peter) **Rept. 1417**—418
United Game Operators **Rept. 1139**—765
United Garment Co **Rept. 1139**—644
United Industrial Union (UIU), Local 531 (*see also* Coin-operated machines) **Rept. 1139**—748–755, 859
United Magazine Distributors of Connecticut, Inc **Rept. 1139**—98
United Mine Workers of America **Rept. 1139**—680, 682, 683
- District 50 **Rept. 1139**—674, 680–683

United Oil Co **Rept. 621**—578
United Packinghouse Workers of America **Rept. 1139**—324, 330, 877
- Morton Frozen Food Co., organization drive **Rept. 1417**—259, 260
  - Spontaneous committee **Rept. 1417**—259, 260

United Public Service Corp **Rept. 621**—103, 121, 122, 130, 144, 152, 153, 167, 202
- Contract with Union Casualty, termination ordered **Rept. 621**—153
- Insurance, Teamsters, excessive commissions received **Rept. 621**—144
- Perlman, Dr. Leo:
  - Commissions received **Rept. 621**—103, 144
  - Personal enrichment **Rept. 621**—122, 144, 153

Page
United Radio, Electrical and Machine Workers of America---- **Rept. 1139**—823
United States Constitution. (*See also* Constitution, U.S.)--- **Rept. 621**—636, 637
United States Life Insurance Co---------- **Rept. 621**—122, 129, 132–134, 138, 146, 167, 169, 190, 192, 197, 198, 205
Policies, underwriter of, for Dorfman companies-------- **Rept. 621**—122
United Steelworkers of America, CIO. (*See* Steelworkers.)
United Textile Workers of America. (*See* Textile Workers.)
United Uniform Corp---------- **Rept. 1139**—502
Unity News Co---------- **Rept. 1139**—98
Universal Rundle Co-------- **Rept. 1417**—281; **Rept. 1139**—166, 171, 172
Kohler competition---------- **Rept. 1139**—166
University of Washington Board of Regents, David D. Beck- **Rept. 1417**—83
Unloading racket, Teamsters Local 229, use of local drivers- **Rept. 1417**—101–103
U.S. Circuit Court of Appeals---------- **Rept. 621**—520
U.S. Court of Appeals---------- **Rept. 1139**—874
Fifth Circuit---------- **Rept. 1139**—4
U.S. District Court for the District of Columbia----- **Rept. 1139**—27, 28, 711
U.S. District Court, Nebraska---------- **Rept. 1139**—26, 28, 42
U.S. District Court, Philadelphia---------- **Rept. 1139**—874
U.S. Freight Co---------- **Rept. 1139**—604
U.S. Hoffman International Corp---------- **Rept. 1139**—663
U.S. Hoffman Machinery Corp---------- **Rept. 1139**—663, 664
U.S. Senate Select Committee on Improper Activities in the Labor or Management Field. (*See* Senate Select Committee.)
U.S. Supreme Court (*See* Supreme Court, U.S.)
Usury: Valente, Anthony, and Klenert, Lloyd---------- **Rept. 1417**—152
Upholsters International Union of North America, AFL------ **Rept. 1139**—703, 850, 855, 866, 867
Local 598---------- **Rept. 1139**—849, 866, 867
Uptown Lunch Club---------- **Rept. 1139**—814, 816, 819
Utt, Marion---------- **Rept. 1139**—397, 399
Uzelac, Sam---------- **Rept. 1139**—822

V

V. & L. Hat Co---------- **Rept.** 1139—505
Vacey, Frank---------- **Rept. 1139**—540, 544, 548–550, 552, 561
Vacharis, Charles F---------- **Rept. 621**—571
Vala, Laddie (Old Prague Restaurant):
Partial unionization deal, local 450, Restaurant Workers---- **Rept. 621**—623
Threats, local 450 organizing drive---------- **Rept. 621**—623
Top-down organizing by local 450---------- **Rept. 621**—623, 624
Valente, Angelo---------- **Rept. 1139**—489
Valente, Anthony (*see also* Textile Workers)---------- **Rept. 1417**—132, 134–162; **Rept. 1139**—877
Fund raising to cover expenditures---------- **Rept. 1417**—149–154
Investigation of by self-appointed committee---------- **Rept. 1417**—155
Loans to Valente, interest paid---------- **Rept. 1417**—149–152
Textile Workers funds:
Control of---------- **Rept. 1417**—132
Misuse of, house purchase---------- **Rept. 1417**—132, 134, 135
Misuse of, personal purchases--------- **Rept. 1417**—132, 142–147, 157
Resignation as union officer---------- **Rept. 1417**—131, 132, 159
Trust created for loan collateral---------- **Rept. 1417**—139
Valentino, Joe---------- **Rept. 1417**—430
Valentino, John---------- **Rept. 1139**—580
Valentino's Restaurant---------- **Rept. 621**—655
Valley Commercial Corp---------- **Rept. 1139**—663, 664
Valley Slag Co---------- **Rept. 621**—25
Van de Kamp's Bakery---------- **Rept. 1417**—118–121
Bakery Workers Local 37, organizational campaign------- **Rept. 1417**—119
Van Dyke Taxi Co---------- **Rept. 1139**—501
Van Eugen, J---------- **Rept. 1139**—214
Van Iderstine Co---------- **Rept. 621**—313, 325, 333, 343, 371
Butchers Local 640, contract with---------- **Rept. 621**—325–327
Butchers Union, favored treatment---------- **Rept. 621**—325–327
Deercrest Country Club, loan to---------- **Rept. 621**—315, 325, 333, 343
Union-management contract collusion---------- **Rept. 621**—325, 326

Page
Van Ness, Sherman ... Rept. 1417—315, 317
Cartage route losses after association explusion ... Rept. 1417—315
Greater New York Cartmen's Association, expelled from ... Rept. 1417—315
Reward for raiding customers ... Rept. 1417—315
Security fund, refusal to pay ... Rept. 1417—315
Van Ouwerkerk, Willard ... Rept. 1139—198, 199, 201, 361, 373, 379, 462
Assault upon by William Vinson ... Rept. 1139—198, 199, 361, 373
Injuries sustained ... Rept. 1139—198, 373
Van Zanten, Rev. John W. (*see also* Long Island ministers) ... Rept. 1417—407
Vance, John W ... Rept. 1417—30, 31
Vandewark, Porter E. (*see also* Operating Engineers Local 3) ... Rept. 1417—385, 388–390, 392, 395, 397–403, 439, 440; Rept. 1139—873
Automobile purchases ... Rept. 1417—401, 402
Check cashing expedition ... Rept. 1417—398–400
Land fraud ... Rept. 1417—387–395
Vanlandingham, Robert ... Rept. 1139—399
Vanni, Ralph:
Hoffa emissary to Cincinnati ... Rept. 1139—590
Professional troublemaker ... Rept. 1139—590
Varick Enterprises ... Rept. 621—72, 78
Vasuko, Trooper ... Rept. 1139—490
Vaughn, Ralph "Red" ... Rept. 1417—347, 349, 350, 367; Rept. 621—54
Teamsters goon identified in assault case ... Rept. 1417—346, 347
Vaughn, Thomas ... Rept. 1139—845–848, 866
Veenendaal, Roland ... Rept. 1139—202
Vending machines. (*See* Coin-operated machines.)
Ventura, Sam ... Rept. 1139—820
Verdina, Robert ... Rept. 1139—51–54, 56–59
Barbers Union, nonrecognition of company unions ... Rept. 1139—51
Barbers Union, representative of ... Rept. 1139—51
Vernon Farms Products Co ... Rept. 1139—517
Vernon Hill Estates, Inc ... Rept. 1139—771
Vernor Ginger Ale Co ... Rept. 1139—612
Verplank, Cornelius, Jr ... Rept. 1139—799
Verschueren, Fred ... Rept. 1417—83, 86
Vestal, Don (*see also* Teamsters Local 327) ... Rept. 1417—335, 336, 359, 366, 368; Rept. 621—54
Communist Party connection ... Rept. 1417—336
Police record ... Rept. 1417—336
Teamsters Union offices ... Rept. 1417—336
Veterans' Administration (VA) ... Rept. 1139—707
Veterans' mortgages; investment of Teamsters funds ... Rept. 1417—75, 76
Vicetti, Charley ... Rept. 1139—497
Vignali, Al ... Rept. 1417—223, 449
Villa LeMaine Restaurant ... Rept. 621—617
Village Ice Cream, Chicago ... Rept. 621—660
Villeco, John ... Rept. 621—398, 399
Villeco, Joseph ... Rept. 621—399
Vinson, William P ... Rept. 1139—181, 182, 184, 198, 201, 274, 275, 279, 326, 337, 357, 361, 362, 373, 374, 379, 382.
Assault on nonstriker at Kohler ... Rept. 1139—198, 199, 361, 363, 364, 379
Extradition of ... Rept. 1139—379, 382
Flying squadron, goon squad, member of ... Rept. 1139—379
Union funds expended on behalf of ... Rept. 1139—199, 373, 374
Vinson case ... Rept. 1139—200, 201, 226
Violence (*see also* union or company involved):
Cross, James G., Bakery Workers ... Rept. 1417—108, 109
Murders ... Rept. 621—593, 595, 596, 598, 602–604, 627, 648
Restaurant Workers Union:
Beating and intimidation of pickets ... Rept. 621—599
Local 658, organizing drive ... Rept. 621—597
Scranton Building Trades Council ... Rept. 1417—90–103
Sonny Boy Bakery ... Rept. 1417—99
Stuart, George, Bakery Workers ... Rept. 1417—108, 109

Violence—Continued
Teamsters:
Local 107, Raymond Cohen: Page
Goons, employment of ... Rept. 621—396, 397
Gravenor, Samuel, assault and battery on ... Rept. 621—381, 382, 386
Minisci, Vincent, assault and battery on ... Rept. 621—380, 390, 391
Police action ... Rept. 621—391
Rifkin, Robert, assault on ... Rept. 621—387, 388, 392
Roberts, William G., assault and battery on ... Rept. 621—381, 382
Local 229 ... Rept. 1417—90–103
Visco, Louis ... Rept. 1417—303
Vitale, John ... Rept. 621—57, 73, 74, 79; Rept. 1139—496, 737
Vitale, Vito ... Rept. 621—15
Viviano, Sam ... Rept. 1139—829
Vladeck, Stephen C ... Rept. 1139—745, 749, 766
Vogel, Eddie "Dutch" ... Rept. 1139—737, 741, 774, 778, 782, 784, 861
Voitsberger, DeForest ... Rept. 621—421
Volpe, Santo ... Rept. 1139—489, 504, 829
Volstead Act ... Rept. 621—677
Voluntary fund, Chicago Restaurant Association, purpose of ... Rept. 621—593, 605, 630, 633, 634, 640, 645
Von Moschzisker, Michael ... Rept. 621—492, 510
Vote-packing scheme, Doria, Anthony ... Rept. 1417—191
Vrckovic (Vrickovic), Nick ... Rept. 1139—202, 204, 374–376
Bersch, William, attack on ... Rept. 1139—202
Jail sentence imposed for attack ... Rept. 1139—374

W

WERB (Wisconsin Employment Relations Board) ... Rept. 1139—153, 188–191, 193, 205, 213, 219, 220, 228, 272, 277, 341
WHBL, radio station ... Rept. 1139—216, 232, 246
Wachtell, Philip ... Rept. 1139—503
Wadlington, James ... Rept. 1417—243
Wages, Tex O ... Rept. 1139—399
Wagner Act ... Rept. 1139—145
Wagner, Hugh ... Rept. 621—29, 30
Wagner (Teamsters official) ... Rept. 1417—241
Wagner, Walter, Sheboygan police chief ... Rept. 1139—208, 212, 230, 231, 235, 236, 238–241, 348, 352, 353
Dynamite discovery ... Rept. 1139—230
Kohler equipment ... Rept. 1139—241
Police reinforcements, clay boat incident ... Rept. 1139—235, 352
Wagon Wheel (gambling establishment, Chicago) ... Rept. 621—626
Wagon Wheel Restaurant ... Rept. 1139—756, 759, 760
Wainwright, Branch W. (*see also* Teamsters Local 245) ... Rept. 621—49–51, 112; Rept. 1139—704, 705, 722
Audit, refusal to submit books for ... Rept. 621—50
Business agent, placed as, Teamsters Local 245 ... Rept. 621—49
Election, rigging of, Teamsters Local 245 ... Rept. 621—50
Police record ... Rept. 621—49, 112; Rept. 1139—704
Teamsters Local 245, assistant business agent ... Rept. 1139—704
Trustee, Teamsters Local 245, under Harold J. Gibbons ... Rept. 1139—705
"Waiter, The." (*See* DeLucia, Paul.)
Waiters' and Restaurant Workers' Union. (*See* Restaurant Workers.)
Waldbaum Stores ... Rept. 621—329, 351
Waldorf-Astoria:
Barbers' conflict, neutral position desired ... Rept. 1139—52, 56
Barbers picket line ignored except by Teamsters ... Rept. 1139—53, 55
Pressure by Barbers Union ... Rept. 1139—57
Secondary boycott, Barbers Union, AFL ... Rept. 1139—57
Summary of dispute with Barbers ... Rept. 1139—69
Teamsters power revealed ... Rept. 1139—54, 55
Terminal Guild, pressure to insure labor peace ... Rept. 1139—52, 53

Page
Walker, Edward F---- **Rept. 621**—384, 385, 393, 395, 407, 431, 490, 501, 511, 513; **Rept. 1139**—873
Business agent, Teamsters Local 107---- **Rept. 621**—384
Markowitz, Richard H., withdraws as attorney for---- **Rept. 621**—513
Violence, Pontiac dealers picketing---- **Rept. 621**—393–395
Walker, Ralph J---- **Rept. 621**—103, 134, 207
Central States insurance, low bid rejected---- **Rept. 621**—134
Insurance bids, testimony---- **Rept. 621**—103
Wall Street Journal, Kohler-UAW strike---- **Rept. 1139**—216
Walla, Elmer Eugene---- **Rept. 621**—44–46, 58
Assault upon James Ford, participation in---- **Rept. 621**—58
Wallace, Wanda---- **Rept. 1139**—398
Wallau, Alex, Jr---- **Rept. 1417**—174–177
Wallgren, Governor---- **Rept. 1417**—71
Wallich, Frank---- **Rept. 1139**—209, 337
Walsh, Connelly, Singer & Palmer Co---- **Rept. 621**—571
Walsh Construction Co---- **Rept. 621**—518, 571, 574–578, 591
Carpenters Union, labor relations---- **Rept. 621**—576, 577
Weiss enterprise, business association---- **Rept. 621**—574
Walsh, John P.:
Bi-County News Co., investment in---- **Rept. 1139**—107
Bitz and Gordon, muscled out of business by---- **Rept. 1139**—107, 108
Interest in Bi-County, suggested disposal of---- **Rept. 1139**—108
Walsh, Tom---- **Rept. 621**—576
Walsh, William---- **Rept. 1139**—99, 109, 110, 874
Walters, Herman---- **Rept. 1417**—18
Walters, Virgil L., forging of minutes, Teamsters Local 823---- **Rept. 621**—53
Walton, Dimny Lee---- **Rept. 1417**—50, 51
Walton, Richard---- **Rept. 1139**—399
Waltz, A---- **Rept. 1139**—397
Waltzer, Harry---- **Rept. 1139**—99, 100, 109, 110, 874
Wampold, Simon---- **Rept. 1417**—48, 66, 76, 80, 87
Investment company, brokerage commissions---- **Rept. 1417**—80
Teamster payroll, personal attorney for Beck---- **Rept. 1417**—76, 87
Wang, Tom---- **Rept. 621**—550
Wantz, Harold---- **Rept. 1139**—397
Ward, James---- **Rept. 1139**—397
Warner, H. Orville---- **Rept. 1417**—414, 415
Warner, Sanford---- **Rept. 1139**—756
Warren, Fred (James Guffy)---- **Rept. 1417**—277, 278
Warren, Joseph---- **Rept. 621**—679
Warschauer, Mildred---- **Rept. 1417**—205
Washburn, Lester, UAW–AFL---- **Rept. 1417**—165–167, 185–187, 207
Dioguardi, John, dismissal of---- **Rept. 1417**—187
Dioguardi, John, suspended, charters revoked---- **Rept. 1417**—187
Hoffa association with Dioguardi---- **Rept. 1417**—185, 186
Racketeering by locals---- **Rept. 1417**—206
Zakman, Samuel, charter for---- **Rept. 1417**—165–167
Washington Amusement Association---- **Rept. 1417**—47
Washington Gas Light Co---- **Rept. 1417**—145
Washington National Insurance Co---- **Rept. 621**—622
Washington State Trucking Association---- **Rept. 1417**—54
Washington, University of, Board of Regents, David D. Beck---- **Rept. 1417**—83
Wassie, Stanley---- **Rept. 1139**—47
Wasson, H. P., Co---- **Rept. 1417**—300
Waste Material Handlers Union---- **Rept. 621**—121, 177, 180; **Rept. 1139**—673
Dorfman, Paul:
Control by---- **Rept. 621**—153, 177, 178
Health and welfare fund, control of---- **Rept. 621**—178
Ouster of---- **Rept. 621**—177
Personal enrichment of---- **Rept. 621**—177
Local 1031---- **Rept. 621**—121
Local 20467---- **Rept. 621**—177, 180
Shulman, Theodore, welfare fund trustee---- **Rept. 621**—179
Union Casualty Co., study of insurance obtained---- **Rept. 621**—153
Waste Trade Industry of Chicago, collusion with---- **Rept. 621**—177

Page
Waste Trade Industry of Chicago:
Dorfmans, insurance sales for ... **Rept. 621**—180
Paid holidays, collusive arrangement with Paul Dorfman ... **Rept. 621**—180, 181
Shulman, Theodore, executive director ... **Rept. 621**—177
Teamster Independent Local 705, contract negotiations ... **Rept. 621**—179, 180
Waste Material Handlers Union, collusion with ... **Rept. 621**—177
Waters, George F ... **Rept. 1139**—390
Watkins, Al ... **Rept. 621**—53
Watkins, Vincent ... **Rept. 621**—118
Watson Bros., Omaha, Nebr., John Bridge counsel for ... **Rept. 1139**—43
Watts, Cecil ... **Rept. 1417**—248, 449; **Rept. 1139**—722, 836, 857, 865
Wayne County Superior Court ... **Rept. 1139**—290
Webb, Basil:
Falsification of records, discharged for ... **Rept. 621**—52, 53
Police record ... **Rept. 621**—52, 53
Webb, Floyd C ... **Rept. 621**—51–54, 112; **Rept. 1139**—722
Assault on signer of petition ... **Rept. 621**—51, 52
Teamsters Local 823:
Bombing homes of opposition ... **Rept. 621**—52
Election, rigging of ... **Rept. 621**—52, 112
Mismanagement petition to Hoffa ... **Rept. 621**—51
Violence, threats of ... **Rept. 621**—52, 53
Webber, Roy W ... **Rept. 1417**—276–278, 281
Reinstated by National Labor Relations Board ... **Rept. 1417**—276
Sears, Roebuck efforts to transfer ... **Rept. 1417**—276
Union activity, discharged by Sears, Roebuck ... **Rept. 1417**—276, 277
Weber, Peter (*see also* Operating Engineers Local 825) ... **Rept. 1417**—415–420, 441
Code of ethics, AFL–CIO ... **Rept. 1417**—420
Conflict of interests ... **Rept. 1417**—418
Income tax returns; expenses ... **Rept. 1417**—418
Labor organization registration form, fraudulent report ... **Rept. 1417**—418
Private companies, growth through union influence ... **Rept. 1417**—419, 420
Stockholdings, list ... **Rept. 1417**—418
Wages and expenses, Operating Engineers ... **Rept. 1417**—418
Weill, Al ... **Rept. 621**—16
Weinberg, Abraham, part owner of Weinberg News Co ... **Rept. 1139**—97
Weinberg, David D ... **Rept. 1139**—36
Weinberg, James (deceased) ... **Rept. 621**—595, 597, 598, 646–649, 674
Crime syndicate connections ... **Rept. 621**—595, 647, 652
Frameup attempt ... **Rept. 621**—647, 648
Dallas, Tex., racketeering in ... **Rept. 621**—597
Murder of, gangland ... **Rept. 621**—595, 648
Tavern and restaurant associations, attempted formation of ... **Rept. 621**—595, 647, 652
Weinberg News Co ... **Rept. 1139**—97, 98
Cash withdrawals, unsupported ... **Rept. 1139**—97
Weinberg, Abraham, part owner of ... **Rept. 1139**—97
Weinblatt, A. W ... **Rept. 1139**—637
Weindorf, James J ... **Rept. 1139**—121
Weinheimer, Edward F ... **Rept. 621**—82–84; **Rept. 1139**—873
Payoff by Esco Co., involvement in ... **Rept. 621**—82–84
Weinstein, Albert ... **Rept. 621**—559
Weinstein, Henry ... **Rept. 1139**—99
Weinstock, Harold:
Kings County News Co., secretary of ... **Rept. 1139**—97
Metropolitan News Co., secretary of ... **Rept. 1139**—97
Weintraub, Morris ... **Rept. 1417**—187, 188, 191
Weiss, Edward H ... **Rept. 621**—569–577, 581, 586
Blaier, O. William, business associations ... **Rept. 621**—572
Chapman, Frank, business association ... **Rept. 621**—572, 573
Conflicts of interests, oil salesman ... **Rept. 621**—569–572
Gulf Oil Corp., proposed middleman ... **Rept. 621**—583
Johnson, Charles, Jr., business associations ... **Rept. 621**—571–574
Johnson, Mrs. Charles, Jr., business interest sold to ... **Rept. 621**—570
Merritt, Chapman & Scott, business relations ... **Rept. 621**—577, 578

Page
Weiss, Edward H—Continued
Oil business owner-operator ... Rept. 621—569–588
Payoff from Merritt, Chapman & Scott to Penn Products ... Rept. 621—584, 585
Sales methods used ... Rept. 621—575
Shell Oil Co., business relationship ... Rept. 621—574–576
Underworld connections ... Rept. 621—573
Walsh Construction Co., oil purchases ... Rept. 621—574–576
Weiss, Emanuel "Manny" ... Rept. 621—570, 573, 577–582
Falsification of oil grade, proposed ... Rept. 621—579
Indictment, stealing automobile parts ... Rept. 621—570
Sales approach, union pressure ... Rept. 621—573
Weiss, Philip ... Rept. 1417—228, 229; Rept. 621—552, 570, 573, 574, 576, 577; Rept. 1139—575
Bribery attempt ... Rept. 1139—575
Business activities, union pressure ... Rept. 621—573
Hoffa, James, labor racketeer associate of ... Rept. 1139—575
Indictment, stealing automobile parts ... Rept. 621—570
Welbourn, George ... Rept. 1139—790, 795–797, 803, 807, 862
Owner-operator pinball syndicate ... Rept. 1139—790
Police cooperation, pinball machines ... Rept. 1139—795–797
Welbourn-Sohacki syndicate ... Rept. 1139—793–795, 799, 800, 806, 810, 862
Police cooperation, pinball machines ... Rept. 1139—793–795
Radio dispatching of pinball repairmen ... Rept. 1139—797–799
Wellborn, George (George E. Hayes) ... Rept. 1417—408
Wells, Emmett D. "Red" ... Rept. 1139—89–91, 95
Shakedown payment to Sheet Metal Union ... Rept. 1139—89
Testimony before committee, fear of reprisals ... Rept. 1139—90, 91
Wells Heating & Sheet Metal Co., owner of ... Rept. 1139—89
Wells, James ... Rept. 621—565
Wells, Judge ... Rept. 1139—618
Wells, William ... Rept. 1417—307, 308
Wells Heating & Sheet Metal Co. (*see also* Emmett D. Wells) ... Rept. 1139—89
Welsh, John ... Rept. 1139—833
Welsh, Lawrence ... Rept. 1417—243, 449; Rept. 621—5; Rept. 1139—836
Nonunion carwash, attempt to steer business to ... Rept. 621—5
Police record ... Rept. 621—5
Wrongdoing, determination of, whitewashing by Hoffa ... Rept. 621—5, 6
Wendell, John (Nicholas Frank) ... Rept. 621—387, 388
Wentworth, Robert F ... Rept. 621—519, 520
Wershing, John ... Rept. 1417—290
Wertheimer, Mert ... Rept. 621—78
Wesley Davidson Co ... Rept. 621—35
West Coast Insurance Consultants, Inc. (*See* Dorfman insurance companies.)
West, James ... Rept. 1417—362, 363
West, Mayor (Nashville, Tenn.) ... Rept. 1417—350, 369
West Music Co ... Rept. 1139—833
Westchester Carting Co ... Rept. 1417—305–309, 311, 327–329
Company union, replacing Teamsters Local 813 ... Rept. 1417—309
Criminal record of owner, Nick Ratteni ... Rept. 1417—306
Growth aided by Teamsters Local 27 ... Rept. 1417—306
Intimidation and picketing ... Rept. 1417—306, 307
Jurisdictional dispute, Teamsters Locals 27 and 456 ... Rept. 1417—305, 306
Rex Carting takeover, local 813 assistance ... Rept. 1417—309
Teamsters Local 813 enforcer re Safeway Stores ... Rept. 1417—307, 308
Westchester County Federation of Labor, New York ... Rept. 1417—305; Rept. 621—566, 567
Westervelt, Gen. William I ... Rept. 1417—255
Wharton, Hunter P ... Rept. 1417—426–428, 432, 440, 442
Goon squad tactics, Operating Engineers Local 542 ... Rept. 1417—426–428
Trustee, Operating Engineers Local 542 ... Rept. 1417—426
Wheeler, Fred, Labor Relations Associates agent at Allstate Insurance Co ... Rept. 1417—288
Wheeler-Maris Co ... Rept. 1139—534, 535, 556–558, 561
Successor to Maris-Scully Corp ... Rept. 1139—534
Whip Cafe, Detroit, Mich ... Rept. 621—676

Page
Whirlpool Corp---------- **Rept. 1417**—256, 267–273, 298, 300; **Rept. 1139**—871
Clyde, Ohio:
Labor Relations Associates, expenditures---------- **Rept. 1417**—271, 273
Vote "no" committee, formation of---------- **Rept. 1417**—271, 272
Labor Relations Associates:
Antiunion committees, use of---------- **Rept. 1417**—256
Payments to---------- **Rept. 1417**—272
Marion, Ohio:
Antiunion activity, conflict of testimony---------- **Rept. 1417**—270, 271
Antiunion activity denied---------- **Rept. 1417**—268, 269
Labor Relations Associates, antiunion activity---- **Rept. 1417**—268, 269
NLRB cease and desist order---------- **Rept. 1417**—269
Sears, Roebuck, supplier for---------- **Rept. 1417**—267
White, Dave---------- **Rept. 1417**—349
White, Elmer---------- **Rept. 1139**—399
White, Jasper (*see also* Operating Engineers Local 542)---- **Rept. 1417**—421–423
Beating, Sam Morris---------- **Rept. 1417**—423
Court, contempt of---------- **Rept. 1417**—422
Fay, Joseph, lieutenant of---------- **Rept. 1417**—421
White Mill, Evergreen Park, Ill---------- **Rept. 621**—660, 661
White, Roy---------- **Rept. 621**—61
White, Russell---------- **Rept. 1139**—310
White Slave Traffic Act---------- **Rept. 1139**—105
White, S. S., Manufacturing Co---------- **Rept. 621**—421
White, William J. "Three-Fingered Jack"---- **Rept. 1417**—374; **Rept. 621**—603
Murder, gangland---------- **Rept. 621**—603
Police record---------- **Rept. 621**—603
Union connections---------- **Rept. 621**—603
Witnesses against, intimidation of---------- **Rept. 621**—603
Whitley, Josephine---------- **Rept. 1417**—348, 349
Whitley, Kenneth---------- **Rept. 1417**—350, 351, 369
Beating by Teamster goons---------- **Rept. 1417**—350
Nashville city employment, discharge from---------- **Rept. 1417**—351
Nashville officials, law enforcement---------- **Rept. 1417**—350, 351
Whitley, Robert V. (*see also* Woodbine Radio Cab Co.)-- **Rept. 1417**—348, 349, 351
Wichita Crime Commission---------- **Rept. 1139**—879
Wichner, Samuel---------- **Rept. 1139**—489
Wiggins, John---------- **Rept. 1139**—822
Wiley, attorney---------- **Rept. 621**—648
Wiley, Jack---------- **Rept. 621**—88
Wilkens, Louis (*see also* Operating Engineers Local 138)------ **Rept. 1417**—405, 408, 409, 411, 412, 438
Barred from union as result of court testimony-- **Rept. 1417**—408, 409, 411
Charges against---------- **Rept. 1417**—411, 412
Corrective legislation suggestions---------- **Rept. 1417**—410, 411
Insurgent group, job protection---------- **Rept. 1417**—411
Wilkens, William---------- **Rept. 1417**—405, 409–411, 438
Wilkinson, Fred---------- **Rept. 1139**—397
Wilkos, Joseph (Richards Restaurant)---------- **Rept. 621**—617, 618
Dues paid for labor peace---------- **Rept. 621**—617–619
Employee benefits, wages, contract---------- **Rept. 621**—617, 618
Williams, Edward Bennett---------- **Rept. 621**—90, 91; **Rept. 1139**—620–626, 711, 712
Brennan, Owen Bert, opinion re---------- **Rept. 1139**—620
Hoffa attorney---------- **Rept. 1139**—620
Witness, alleged tampering---------- **Rept. 1139**—622, 623
Williams, Eugene---------- **Rept. 1417**—239, 240, 449
Williams, Gov. G. Mennen---------- **Rept. 1139**—203, 204, 326, 382, 383
Extradite Gunaca to Wisconsin, refusal---- **Rept. 1139**—203, 377, 379, 382
Flynn, Thomas J., executive clemency granted---------- **Rept. 1139**—383
UAW political backing---------- **Rept. 1139**—382
Williams, H. M---------- **Rept. 621**—564
Williams, J. Wesley---------- **Rept. 621**—509
Williams, Lynn---------- **Rept. 621**—132
Williams, Michael---------- **Rept. 1417**—429, 430

Page
Williams, Roy, Teamsters Local 41 ... **Rep. 1417**—240; **Rep. 1139**—36, 632, 639, 640, 674
Union Land & Home Co., loan from ... **Rep. 1139**—632
Williamson, Jay ... **Rep. 1139**—600
Will-O-Land Sportsmen's Club ... **Rep. 1139**—306, 313, 423, 430
Makeup and activities of ... **Rep. 1139**—306
Real estate transactions by ... **Rep. 1139**—306, 423
Willse, Sherman S ... **Rep. 1139**—494, 498, 499, 661, 770, 771
Investigator, narcotics, testimony ... **Rep. 1139**—494, 498, 499
Willys-Overland Co. (now the Kaiser-Willys Co.) ... **Rep. 1139**—306, 309, 311, 412, 415–421, 423, 457, 458
Gosser political activities ... **Rep. 1139**—309, 311, 415–417
Zvara, Peter, commissions paid for business ... **Rep. 1139**—457, 458
Wilmot, Theodore ... **Rep. 1139**—699, 700
Wilson & Co ... **Rep. 1139**—323, 330
Wilson, Danny ... **Rep. 1139**—498
Wilson, Ed (Maurice Schab) ... **Rep. 621**—424
Wilson, John L ... **Rep. 1417**—72–74
Wilson, John W ... **Rep. 621**—38
Wilson, Ralph:
Michigan Conference of Teamsters insurance, placed with ... **Rep. 1139**—576
P.M.L. Co., interest in ... **Rep. 1139**—576
Teamster insurance lost to Dorfman agency ... **Rep. 1139**—576
Wilson, Ralph C., Associates, termination of Teamster insurance with Continental, notification by Hoffa ... **Rep. 621**—169
Wilson Truck Lines ... **Rep. 1139**—47
Wilson Trucking Co., Nashville, Tenn ... **Rep. 1417**—356, 357
Wilson, William ... **Rep. 1139**—47
Winchester Village Land Co ... **Rep. 621**—95–99, 111, 113
Teamster welfare funds, loan of ... **Rep. 621**—95–99
Welfare funds, loss to Teamsters ... **Rep. 621**—99
Windsor Investment Co ... **Rep. 621**—155, 167, 168
Taxes paid on Allen Dorfman's stock sale profits ... **Rep. 621**—168
Wing and Fin Hunting and Fishing Club ... **Rep. 1417**—436
Winnet, Judge Nochem ... **Rep. 621**—494
Winter, Herman ... **Rep. 1417**—112, 126
Winter, William ... **Rep. 1139**—661
Wisconsin Employment Peace Act ... **Rep. 1139**—190
Wisconsin Employment Relations Board:
Cease-and-desist order to UAW ... **Rep. 1139**—189, 190
Complaint filed by Kohler Co. against UAW ... **Rep. 1139**—188
Contempt action against UAW Local 833 ... **Rep. 1139**—228
Kohler Co. arsenal, statement concerning ... **Rep. 1139**—193
Kohler–UAW renegotiations established ... **Rep. 1139**—193
Rules re UAW strike practices ... **Rep. 1139**—190
Wisconsin Industrial Commission, complaints to UAW ... **Rep. 1139**—168
Wisconsin State Prison ... **Rep. 1139**—275
Wise, Mrs ... **Rep. 1417**—50
Wisener, Albert ... **Rep. 1139**—398
Wisotsky, Edward ... **Rep. 1139**—503
Witecki, Frank ... **Rep. 1139**—789, 790
Wohl, Al ... **Rep. 621**—482
Woison, Donald ... **Rep. 621**—239–241
Butchers Local 400, faking of cards by ... **Rep. 621**—240
Card count, testimony concerning ... **Rep. 621**—239, 240
Wolfe, Charles E ... **Rep. 621**—572, 574, 584
Wolfson, Julius ... **Rep. 621**—394, 395, 420, 459, 514, 515
Payoffs made ... **Rep. 621**—394, 395
Teamsters, contract negotiations ... **Rep. 621**—394, 395
Wolgast, Johnny ... **Rep. 1417**—428
Wolke, John ... **Rep. 621**—14, 90
Hoffa, James, intervention by, on behalf of ... **Rep. 621**—90–92
Wollman, B., & Sons Co ... **Rep. 621**—16
Wollman, Hymie "The Mink" ... **Rep. 621**—16
Woloski, David ... **Rep. 1139**—852
Wolpert, Melville B ... **Rep. 1417**—318, 319

Page
Wood, Joseph G. Rept. 621—32, 33
Woodbine Radio Cab Co., Nashville, Tenn. Rept. 1417—348, 350, 355
Arrest of owner. Rept. 1417—349
Beating, brother of owner. Rept. 1417—350
Beating of driver, Teamster goons. Rept. 1417—349, 350
Employees, union, indolent. Rept. 1417—348, 349
License revoked for opposition to Teamsters. Rept. 1417—351
Persuasion results in union membership. Rept. 1417—348
Senate committee witness, Teamster threats against. Rept. 1417—351
Teamsters Local 327:
Organizing attempt. Rept. 1417—348, 349
Violence. Rept. 1417—348
Police protection. Rept. 1417—349, 350
War on wheels. Rept. 1417—349
Woodhaven News Co. Rept. 1139—98, 100
World Wide Press Syndicate, Inc. Rept. 621—311, 338, 347, 349, 363, 374, 517, 527–533, 540–543, 550
Block, Louis, bonds held by. Rept. 621—311, 347–349
Bond issue. Rept. 621—528–532
Butchers Union printing, monopoly of. Rept. 621—311
Butchers Union, purchase of bonds. Rept. 621—311, 347–349
Carpenter funds used to support. Rept. 621—550
Food chains, largest supporter of. Rept. 621—532, 533
Formation of. Rept. 621—527
Hutcheson biography, printed by. Rept. 621—540-542
Mortgage, default on. Rept. 621—363
Mortgages held by Meat Cutters and Laundry Workers. Rept. 621—528, 529
Raddock, Maxwell C., owner of. Rept. 621—517, 527, 528
Sales records of. Rept. 621—532, 533
Stock of, sale to unions and union associates. Rept. 621—527–529
Worley, Cecil. Rept. 1139—400
Wortman, Frank "Buster". Rept. 1139—507, 508, 738, 740
Activities, summary of. Rept. 1139—507, 508
Jukebox connections. Rept. 1139—507, 508
Police record. Rept. 1139—507
Wraith, Harry. Rept. 1139—531, 534–536, 553, 554, 556, 557
Overwrite on Teamster insurance. Rept. 1139—535
Wrape, James. Rept. 1417—230, 232, 250; Rept. 1139—577
Wright, Budge. Rept. 1417—15, 16, 18
Wrixon, L. W. Rept. 1139—537, 541, 544–546, 568
Wroblewski, Edmund (E. W. Robey). Rept. 1417—281, 282
Wurlitzer, Rudolph, Co. Rept. 1139—739, 740, 751, 766, 775, 826–828, 830, 831, 863
Underworld connections for jukebox sales. Rept. 1139—739, 740, 826
Wurms, Ivan. Rept. 1139—661–663

Y

Yanco, Joe. Rept. 1139—507
Yanowski, Charley. Rept. 621—72
Yaras, Dave. Rept. 1417—358; Rept. 621—597
Yaras, Sam, Dallas, Tex., rackets. Rept. 621—597
Yellow Cab Co., Chicago. Rept. 621—59–62; Rept. 1139—518, 519, 522, 525, 526, 547, 566
Rebate on Teamsters dues paid. Rept. 1139—518, 519
Yellow Transit Co. Rept. 1139—7
Yerkes, Malcolm. Rept. 621—677, 678
Yerkman, Carl. Rept. 1139—377, 464
Vandalism to property of. Rept. 1139—377
Yes, Sir, Senators Restaurant, Chicago, organizing by Restaurant Workers Union. Rept. 621—655
Yezbec, Frank. Rept. 1417—248; Rept. 1139—614, 615
Yockey, Kirkwood:
Attorney for Scott Pickett. Rept. 1139—598
Hoffa disregard for rank and file. Rept. 1139—598, 599
Yonkers Chamber of Commerce:
Rex Carting, backing of. Rept. 1417—307
Rubbish removal service. Rept. 1417—307

Page
Yonkers, N.Y., city council, garbage pickup ordnance ... Rept. 1417—305
Yonkers Raceway (*see also* Johnson, Charles, Jr.) ... Rept. 621—518, 566, 569, 591; Rept. 1139—506
Union official, employment as labor mediator ... Rept. 621—566–569
Yonkers Trotting Association ... Rept. 621—568
York, James ... Rept. 1139—119
Yorozu, T., Gardening Co ... Rept. 1417—63
Young, Barden L ... Rept. 1139—310
Young, James ... Rept. 1139—601
Young, Lloyd, assault upon James Ford, participation in ... Rept. 621—58
Young, Paul ... Rept. 1417—151
Young, William S., assault on ... Rept. 621—400, 401
Youngblood, Hull, Sr ... Rept. 621—520–522
Youngstown Cartage Co ... Rept. 1139—604
Youngstown, Ohio, coin-operated machines ... Rept. 1139—735
Yudelevit, Louis ... Rept. 1417—151, 152
"Yutz" (Arthur Miller) ... Rept. 621—380, 390

Z

Zaber, Sam (Samuel Zeboisky) ... Rept. 1417—172, 218
Zack Co ... Rept. 1139—80
Zaeb, S. L ... Rept. 1139—503
Zaifert, Harry, mortgage on Stanwich Crest Realty Corp ... Rept. 621—313
Zakman, Samuel ... Rept. 1417—163–166, 218; Rept. 1139—579, 755
Dioguardi, John, UAW–AFL charter obtained ... Rept. 1417—164
Extortion, convicted of ... Rept. 1417—165
Police record ... Rept. 1139—755
UAW–AFL charter application ... Rept. 1417—164
Obtained ... Rept. 1417—164
UAW–AFL Local 102, resignation ... Rept. 1417—165
Zapas, Gus ... Rept. 621—14, 29–32, 34, 35, 73, 80, 81, 158, 159
Apple, Jack, association with ... Rept. 621—32
Life insurance, application for ... Rept. 621—159
Police record ... Rept. 621—29, 31, 34, 159
Violence, use of in organizing ... Rept. 621—34, 35
Zapetto's Tavern ... Rept. 1139—198, 199
Zappone, Mike ... Rept. 1139—636
Zawodny, Barney ... Rept. 1139—444
Zeboisky, Samuel (Sam Zaber) ... Rept. 1417—172, 218
Zeigler, Dennis ... Rept. 1417—374, 375, 441
Appeal to AFL President Green ... Rept. 1417—374, 375
Dissident group, Operating Engineers, leader of ... Rept. 1417—374, 375
Murder of ... Rept. 1417—374
Threats against ... Rept. 1417—374
Zeitler, Martin ... Rept. 621—328, 329, 334–336, 351, 359, 372, 373, 477
Block, Max, pressure on behalf of ... Rept. 621—329, 330
Bohack Co., business obtained from ... Rept. 621—328
Butchers welfare fund, misappropriation of ... Rept. 621—335, 336
Food Fair Stores, business obtained from ... Rept. 621—329, 477
Union car transactions ... Rept. 621—333, 334
Union welfare fund, benefits received by nonmember ... Rept. 621—335, 336
Zerilli, Anthony ... Rept. 1139—488
Zerilli, Joseph ... Rept. 1139—488
Zicari, Emanuel, police record ... Rept. 1139—490
Zies, Harold S ... Rept. 1139—809
Zimmerman, Clarence R ... Rept. 1139—230, 235, 237, 238, 240, 348, 352
Clay boat incident, Kohler Co ... Rept. 1139—238, 240, 348
Sheboygan police officer ... Rept. 1139—230, 348
Zimmerman, Hal ... Rept. 1139—768
Zion Industries, Inc ... Rept. 1417—122–125, 128
Bakery Workers Local 1, contract ... Rept. 1417—123, 124
Zirpola, Charles ... Rept. 1139—52
Zito, Frank ... Rept. 1139—737, 785
Zittel, Chris ... Rept. 1139—161
Zitzman, Albert ... Rept. 1417—111

Page

Zizzo, Frank ..... **Rept. 1139**—814, 817–820
Police record ..... **Rept. 1139**—819
Zontos, Mrs. Harriet ..... **Rept. 1139**—793

Zorn, Burton A. (*see also* A. & P. Co.) ..... **Rept. 621**—216, 220–223, 225–227, 230–232, 235, 252, 256, 290, 291, 297, 301, 305, 307
A. & P. attorney as counsel for Louis Block ..... **Rept. 621**—301
Card count:
Exploring legal aspects of ..... **Rept. 621**—220
Opinion concerning validity ..... **Rept. 621**—216, 221
Certification by NLRB requested of Butchers Union ..... **Rept. 621**—231
Contract with Butchers Union, memorandum on ..... **Rept. 621**—222–224
Legal remedies available to A. & P. Co ..... **Rept. 621**—256
Zoroichak, John (Zoroivchak) ..... **Rept. 621**—387–389, 398, 405
Zundel, Ernest R ..... **Rept. 1139**—875
Zvara, Peter, UAW ..... **Rept. 1139**—305, 306, 308, 317, 411, 456–461
Bribes received for union influence ..... **Rept. 1139**—411, 456
Business help extended by Gosser ..... **Rept. 1139**—460
Commissions paid by Elliott Co., total ..... **Rept. 1139**—305, 411, 456, 457
Commissions shared by superiors ..... **Rept. 1139**—411, 457, 458
Conflict of interest, Elliott Co., commissions ..... **Rept. 1139**—317
Dale, John D., agreements with ..... **Rept. 1139**—457
Elliott Co.:
Agreement with ..... **Rept. 1139**—305, 457
Business gains acquired ..... **Rept. 1139**—457
Payments to Zvara ..... **Rept. 1139**—305
Gosser, Richard, money received from Zvara ..... **Rept. 1139**—308, 458, 459, 461
New York County investigation of ..... **Rept. 1139**—306
UAW, international representative ..... **Rept. 1139**—305, 456
Discharge as ..... **Rept. 1139**—306
Zwillman, Abner "Longy" ..... **Rept. 621**—176, 573; **Rept. 1139**—111, 496, 504, 505, 508, 557, 737, 741, 746, 773
Dorfman, Paul, relations with ..... **Rept. 621**—176
Vending machine industry, control of ..... **Rept. 621**—176

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