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History of Local 309, United Steelworkers of America, Alcoa, Tennessee

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HISTORY OF LOCAL 309, UNITED STEELWORKERS OF AMERICA,
ALCOA, TENNESSEE

A Thesis
Presented to
the Graduate Council of
The University of Tennessee

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

by
Sammy E. Pinkston
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ABSTRACT

This thesis is a study of the contributions of Local 309 United Steelworkers of America, Alcoa, Tennessee, to the labor movement of Tennessee and the South. The Local came into being during the early years of the New Deal and it played a significant role in the struggle between the American Federation of Labor and the newly organized Congress of Industrial Organization during the late 1930's. During this period the C.I.O. local was successful in its campaign against the A.F.L. and the independent Aluminum Employees Association, a company-supported organization, to become exclusive bargaining agent for the Alcoa employees.

In the years immediately following this victory the activities of the Local were influenced by World War II. As did most labor unions, the Alcoa workers cooperated with management and government in the war effort. Therefore, the years between 1942 and 1945 were generally quiet. However, two important events took place as far as the Alcoa employees were concerned. The Alcoa aluminum workers played a significant role in bringing about the merger of the Aluminum Workers of America with the United Steelworkers of America, and the new organization was successful in repelling a challenge by the United Mineworkers to become the bargaining agent for the Alcoa employees.

Shortly after Local 309's victory over the United Mineworkers, World War II came to an end, and between 1945 and 1950 the Alcoa local was involved in numerous strikes in an attempt to achieve a higher
standard of living for its members. During the 1950's and 1960's there were few strikes at Alcoa, but the union continued to gain valuable benefits for its members through collective bargaining.

As a result of the successful efforts of Local 309 the industrial labor movement was firmly established in East Tennessee. Prior to its formation most organized labor in the area was for skilled workers only. Local 309's success has not only been an example for others but through its efforts additional industrial unions have been organized, and it has given valuable assistance to several unions on numerous occasions.

In addition to providing leadership for the establishment of industrial unionism, Local 309 has paved the way in the struggle for equal pay for southern workers. By gaining equal pay for its members it destroyed the theory that southern laborers should receive less wages for their work than their northern counterparts.
PREFACE

This is the record of the development and functioning of a local labor union. It is an attempt to understand and to record the activities of this local union in the light of the circumstances under which it developed and to consider its contribution to the American and local labor movements. Local 309 has been shaped by, and helped to shape, events within its community, its nation, and the labor movement in general.

Obviously, in such a study, it is not possible adequately to identify all of those who played a significant role in the events related. Although a few individuals are mentioned in connection with each development, they are only examples of which these events are comprised. The real force was in the total effort of many less prominent persons.

The author finds it impossible to express fully his appreciation to a multitude of persons who were of help in the collection and recording of these data. The faculty of the History Department of the University of Tennessee, and especially Dr. S. J. Folmsbee, Dr. Charles O. Jackson, and Dr. Charles W. Johnson, have been both kind and patient in guiding the work of this historical research. Mr. Joe Cummings, retired recording secretary of Local 309; Mr. Delmar Vineyard, President of Local 309; and Mr. John Broom, field representative of the United Steelworkers were very gracious in assistance and locating sources for this history. Finally, this writer is grateful to the Executive Board of Local 309 for opening the archives of the Local.
Mr. Harry Brooks, Labor Relations Manager at ALCOA, although unwilling to permit use of the company's records, did supply in a personal interview some very pertinent information, for which the author is deeply grateful.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. THE AMERICAN LABOR MOVEMENT FROM ITS BEGINNING THROUGH THE NEW DEAL</td>
<td>1</td>
</tr>
<tr>
<td>II. THE FORMATION AND ACTIVITIES OF THE FIRST UNION AT ALCOA, TENNESSEE</td>
<td>8</td>
</tr>
<tr>
<td>III. THE BIRTH OF THE C.I.O. UNION AT ALCOA, TENNESSEE</td>
<td>28</td>
</tr>
<tr>
<td>IV. THE WAR YEARS</td>
<td>41</td>
</tr>
<tr>
<td>V. YEARS OF CONFLICT</td>
<td>58</td>
</tr>
<tr>
<td>VI. LOCAL 309 DURING THE FIFTIES AND SIXTIES</td>
<td>82</td>
</tr>
<tr>
<td>BIBLIOGRAPHY</td>
<td>102</td>
</tr>
<tr>
<td>VITA</td>
<td>108</td>
</tr>
</tbody>
</table>
A labor movement is a united effort of wage earners to achieve an improvement in their economic and social position. Oppressed and dissatisfied workers have taken action to better their lot from the beginning of history.¹

Even though labor and unionism in America dates back to the colonial period, it was not until the early years of the United States that employees initiated labor's most significant institution, "permanent" trade unions. Unions established prior to this were intentionally temporary.²

During the 1820's the first labor movement on a larger scale than the local craft appeared in the form of city-wide federations, but a business slump during the late 1820's brought an end to their activities.³ As economic conditions improved during the early 1830's, labor organizations once again flourished only to succumb to the depression of 1837.

A landmark in labor history occurred in 1842 when a Massachusetts court handed down its decision in Commonwealth vs. Hunt. Prior to this the courts had generally ruled against unions in labor disputes, but this decision led to the acceptance of the strike as a legal weapon. As a result, labor was able to accelerate its organizational activities during the 1850's. Many of these unions were organized along craft lines and became trade unions "pure and simple."6

The expansion of industry and the massing of labor in large factories in great urban centers following the Civil War created a new need for labor organizations. The workers of America were housed in unsanitary slums of the growing cities; there were long hours in a working day, and the laborer received very low pay. In many cases he also worked in unsafe surroundings. There was unconscionable exploitation of women and children by employers during the period, and there were few laws to protect the employee. To meet the need and demands of workers, several new unions came into being. Between 1860 and 1869 twenty-four national unions were established, each of these being made up of a number of local organizations.8

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5Rayback, American Labor, 91-92. 6Ibid., 103-105.
The next step of organized labor was to unite the locals and nationals into a greater organization. This goal was achieved in 1866 when the National Labor Union was established, but as had been the case in most other labor organizations the N.L.U. soon declined.9

The 1870's were disastrous years for organized labor, but they produced one of labor's most significant organizations, The Noble Order of the Knights of Labor. The Knights, who had concern for the non-skilled laborer as well as the skilled,10 became the nation's most significant union, but friction within its ranks soon caused its decline.11

The American Federation of Labor organized during the 1880's became the dominant spokesman for organized workers in the United States for fifty years.12 The A.F.L. continued to grow during the 1890's despite two serious setbacks in the labor movement: the Homestead strike of 1892 and the Pullman strike of 1894. Union growth from 1900 to 1914 was substantial, but slow. World War I brought a tremendous growth of organized labor, and union membership doubled between 1915 and 1920.13 After 1920 union membership began to decline.

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10Taft, Organized Labor, 84-86.
12Peterson, American Labor Unions, 11.
There were many factors that led to the decline of organized labor during the 1920's but none was more important than government unconcern and opposition. This governmental attitude toward labor was reversed during Franklin Roosevelt's administration. In fact, even before 1933, laws were enacted that were important to labor. The Norris-LaGuardia Act was by far the most important piece of legislation passed before the New Deal. The act which became law in 1932 was intended to prevent the use of injunctions against labor and to outlaw the "yellow dog" contract. It recognized labor's right to self-organize and select representatives of its own choosing. Its aim was to permit labor to negotiate with management without restraint or coercion in the collective bargaining process. The act brought an end to labor's struggle to free itself from restraints placed upon it by the courts. This marked the beginning of a new period in labor history, one in which government was to become a friend rather than an enemy. However, employers were successful in evading the law by forcing workers to join company dominated unions.\textsuperscript{14}

Some companies did more than others to fight labor after the passage of the Norris-LaGuardia Act. A Senate investigating committee headed by Senator Robert M. LaFollette, Jr., brought to light that several employers maintained arsenals of weapons and standing armies of plant guards to fight organized labor. The LaFollette Committee also revealed management's use of espionage.

\textsuperscript{14}Rayback, American Labor, 319-327.
In June of 1933, the National Industrial Recovery Act was passed. Although designed largely to promote industrial recovery through a National Recovery Administration, it included a labor provision, Section 7a, which guaranteed labor the right to organize and bargain collectively through representatives of its own choosing free from interference or coercion of employers.\(^{15}\) After the passage of this N.R.A. law the labor movement experienced a tremendous period of growth. The greatest increase was within industrial unions. For the first time since the 1880's unionism was appearing on a large scale among the semi-skilled and unskilled.\(^{16}\) Congress also established a National Labor Board to settle labor disputes, but it had no power to enforce its recommendations and was replaced by a National Labor Relations Board. Still the new board had no adequate power to enforce its recommendations.\(^{17}\)

On May 27, 1935, labor received a temporary set back when the United States Supreme Court declared the National Industrial Recovery Act unconstitutional. However, in July of that same year the National Labor Relations Act was passed with the same stated purpose as Section 7 of the N.R.A. law—to free interstate commerce from disruptive strikes caused by employer interferences with the autonomous organization of

\(^{15}\)Perlman, et al., "Labour Unions," 556.

\(^{16}\)Rayback, American Labor, 327-330.

\(^{17}\)Ibid., 330-332.
employees into unions. The so-called Wagner Act provided for the establishment of a new National Labor Relations Board empowered to supervise and enforce the principle that employees had the right to organize and bargain collectively through representatives of their own choosing. The act stipulated that the majority of the employees could speak for the whole, and the new N.L.R.B. had the power to prohibit "unfair" employer practices.

In the interval between the time the N.R.A. was declared unconstitutional and April 12, 1937, at which time the Supreme Court upheld the constitutionality of the Wagner Act, management resisted the effort of labor to organize. Confidently it expected the law to be declared unconstitutional. In some cases wages were reduced and working hours increased. Management also turned to its old policy of the survival of the fittest as practiced before the New Deal. However, after the Supreme Court upheld the Wagner law, most employers realized they must bargain in good faith.

Even though New Deal legislation guaranteed employees the right to organize and bargain collectively, unorganized workers often found it extremely difficult to establish a union. Since there were fewer large industrial centers and less public acceptance of union activity

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19 Rayback, American Labor, 341-344.

20 Taft, Organized Labor, 422-423.
in the South, southern laborers experienced greater opposition than their northern counterparts. Because of these conditions southern industry exerted greater resistance to union activity.

The Aluminum Company of America vigorously resisted union activity at its Alcoa, Tennessee, works. In spite of this the Alcoa employees organized during the 1930's. Not only was the Alcoa local part of labor's growth during this period, but it was involved in the struggle between the A.F.L. and the new Congress of Industrial Organization.
CHAPTER II

THE FORMATION AND ACTIVITIES OF THE FIRST UNION
AT ALCOA, TENNESSEE

The organization and establishment of a labor union at the Aluminum Company of America's plant in Alcoa, Tennessee, has played an important role in the struggle for improved working conditions and living wages for the unskilled laborers in the South. This struggle has been a long, hard battle; but, through the pioneering spirit of the leaders in the Alcoa movement, much has been achieved. In 1914 the Aluminum Company of America (ALCOA) began construction of a complete aluminum works, which included by 1920 a reduction plant and a fabricating plant. In time the company was to become one of the largest employers in East Tennessee. Since the company policy was to establish a wage rate comparable to the rate paid in the geographic area in which each plant was located, its beginning scale in Alcoa was lower than that paid in its northern plants.

Receiving less pay than other ALCOA employees was not the only problem facing the southern aluminum workers during these early years. Because of its size, the Aluminum Company exerted a great influence upon the citizens of the surrounding community. This influence was greatest with company employees whose livelihood was contingent upon the good will of their employer. The employee was not only responsible for his

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work on the job, but he was also responsible for his outside activities. If such activities ran counter to ALCOA policy the company, it would seem, could act with vigor against employees involved. The recollections of Lamar Taylor and B. H. Sutton in regard to these years make the point. Taylor was dismissed from the company, he stated, solely because he belonged to an A.F.L. union. Sutton recalled that an ALCOA official threatened him with immediate dismissal because during a local election he was actively supporting the candidacy of an individual whom the company found offensive.\(^2\)

The organization of a union at Alcoa was extremely difficult. The company fought organization with all its power. For "two generations," as a writer in Steel Labor put it, "aluminum workers endured the indignities of pitifully low wages, back-breaking working conditions, and boss favoritism before they found the strength to organize."\(^3\) Yet it was inevitable that the labor movement would eventually break into the aluminum industry.

Prior to 1920 there was only one attempt in Alcoa, Tennessee, to organize a union, which, if formed, was to be affiliated with the American Federation of Labor. Before this organization could gain a foothold, however, it was destroyed. Joe Cummings' recalled that an


\(^3\)Steel Labor, XXVI (June, 1961), 9.
official in the so-called union, C. A. Massey, turned in the names of the prospective members to the company, and the employees were immediately fired. In less than a year the few remaining organizers voted to send the union charter back, thus making the demise of the first union at Alcoa.

The labor movement throughout the country declined in both popularity and membership during the 1920's. This decline was caused by the opposition to organized labor by management, hostility of government, failure on part of A.F.L. leadership, and the depression of the late 1920's. During this period employers freely used the injunction and the "yellow dog" contract against union activity.

There was no significant attempt to organize the workers in Alcoa during this period of decline. Following the passage of the National Industrial Recovery Act of June 16, 1933, with its guarantee, under Section 7a, of labor's right to organize and bargain collectively through representatives of their own choosing, the labor movement began to grow. Section 7a of that act provided:

That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint,

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4 Personal interview with Joe Edward Cummings, Jr., Past Financial Secretary, Local 309, Alcoa, Tennessee, at Mr. Cummings' home, Walland, Tennessee, July 17, 1967.

5 Personal interview, Taylor.

or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerned activities for the purpose of collective bargaining or other mutual aid or protection.7

In an effort to appear to meet the demands of the National Industrial Recovery Act, the Aluminum Company issued its Plan of Employees Representation, dated August 21, 1933. Under this plan ALCOA agreed to negotiate with the employees, but on an individual basis rather than as a group. The employees could have a workers council consisting of representatives elected by the employees plus representatives appointed by management. The council, which met at least every two months, represented only the local plants and had no connection with personnel of plants in other localities.

The 1933 plan included a procedure for adjusting grievances. If any employee became dissatisfied he could present his complaint to his immediate foreman for consideration. Then if the problem was not solved, he could take the following additional steps: he could present the problem once again to his foreman along with a council representative; from here it proceeded, if no agreement was reached, to each higher representative until it reached the department head. If no agreement was reached with the head of the department, the matter was presented to the works council for its consideration and vote. The council's decision was presented to the works superintendent, who then made a recommendation. If the council disagreed with the superintendent's

7United States Statutes at Large, XLVII (Washington, 1934), 198.
recommendation, it could then take the problem to the president of the company, whose decision was final unless the council should request that the company present the problem to an arbitration board and the company should consent to arbitration. The board was to be made up of one representative from the company, one from the employees, and a third representative chosen by the first two. If this was done, the decision of this board was to be binding on all parties. Because of this fact, the company, it was feared, would usually refuse to consent to the use of the arbitration procedure. ⁸

Many of the employees at Alcoa therefore were dissatisfied with the company's plan of negotiation since it obviously allowed complete company control of its employees. In addition, their wages had been reduced 10 per cent in 1932 and an additional 10 per cent in 1933. Since there was dissatisfaction among the workers and a growing desire to organize a union, Charley Nyland, an American Federation of Labor organizer, was sent by William Green, President of the American Federation of Labor, to organize a union at Alcoa, Tennessee. ⁹

After Nyland's arrival in early December of 1933, a meeting was scheduled to take place above Perry's Feed Store at the corner of Cusick and Harper Streets in Maryville, Tennessee. At the last minute, because of some public opinion against union activity, the organizers were forbidden to hold their meeting at this location, and the meeting was moved to a vacant lot near an old livery stable off Church Street.

⁸The John Broom Papers (Union Hall, Alcoa, Tennessee).
⁹Personal interview, Sutton.
The second meeting was held in the courthouse at Maryville, and from there the meetings were moved to a revival tent of a preacher named Haggard in Maryville. The first permanent meeting place was in the Poland Building on Broadway in downtown Maryville.10

After the union was organized, it became known as the Aluminum Workers Local 1910½. Fred Wetmore was elected the first president, and Lamar Taylor, the first vice president. This A.F.L. union was organized as a federal union, and had only local jurisdiction and was not part of any international organization. It was, however, a member of the National Council of Aluminum Workers.11 Even though there were many weaknesses in this union, such as lack of unity, lack of coordinated collective bargaining, and inability to secure general improvements in the condition of the workers, its formation was a big step forward for organized labor in the entire South, in that it was one of the first successful unions in the region.12 It was one thing to organize a union but another to gain recognition, and the immediate aim of the organization was to establish a working agreement between the ALCOA and the union.

ALCOA, like all big corporations at that time, rejected the idea of collective bargaining and refused to recognize the union. The major weapon of the union was the strike, and in order to receive recognition,

10 Personal interview, Cummings.
11 Personal interview, Taylor.
12 Steel Labor, XXVI, 9.
Local 19104 voted to strike in June, 1934. Out of a total membership of 1750, the vote was 805 in favor of a strike and only 56 opposed.\textsuperscript{13}

With a threat of a strike imminent, negotiations were started between ALCOA and the Aluminum Worker's council. While these negotiations were being conducted, preparations were being made for a strike if the talks failed.

The union made at least ten major demands upon the company, one of which was union recognition. Other demands were check-off or payroll deductions of union dues, lay off by seniority, a universal wage rate regardless of geographical location, a grievance procedure, no firing of employees except for incompetency, no discrimination against union members, and termination of the contract with thirty days notice. The Aluminum Company responded by saying that: the check-off of union dues was not their responsibility, things other than seniority must be considered in laying off workers, and the wage scale should be governed by local conditions. ALCOA also rejected collective bargaining on the ground that, although the individual had a right to appeal to his foreman, the company must make the final decision.\textsuperscript{14} President Roy Hunt of the Aluminum Company said, "The Company is operating under and complying with approved codes of fair competition in all of its plants."\textsuperscript{15}

The Aluminum Company's position was that it would meet with any employee

\textsuperscript{13}Knoxville News-Sentinel, 11 August 1934, p. 10.
\textsuperscript{14}Maryville Times, 13 August 1934, p. 1.
\textsuperscript{15}Ibid., 6 August 1934, p. 1.
or his representatrive, but that the company must not be bound by any contract.\textsuperscript{16} Hunt stated that his firm had never made an agreement with its employees, nor did it intend to.\textsuperscript{17} When negotiations between the two groups failed, the federal Labor Department sent Fred Keightly, a government arbitrator, to help negotiate a settlement, but the company refused to negotiate and the union made plans to strike.

The union plan was to surprise ALCOA by a sudden, unannounced strike. Therefore, when the union's president, Fred Wetmore, returned from the negotiations on Friday, August 10, 1934, he called a union meeting at which additional guards were posted both inside and outside to prevent anyone's leaving to inform the company what was being planned. The members of the Local voted to strike, and that night at the ten o'clock change of shifts a picket line was put up around the Aluminum Company's plants.\textsuperscript{18}

This was the first strike at Alcoa, and it lasted twenty-six days with the union failing to accomplish many of its demands, although token recognition was given to the organization. The company merely agreed to recognize its employees and the principle of collective bargaining.\textsuperscript{19}

The major demands of the union, such as check-off and wage differential,

\begin{thebibliography}{9}
\item 16 \textit{Ibid.}
\item 17 Personal interview with Fred Wetmore, First President, Local 9, Alcoa, Tennessee, at Mr. Wetmore's home, Maryville, Tennessee, July 26, 1967.
\item 18 Personal interview, Taylor.
\item 19 Knoxville News-Sentinel, 6 September 1934, p. 1.
\end{thebibliography}
were not granted. The employees were instructed to return to work on September 6, 1934, with no discrimination for membership in the union. As far as the future negotiation of grievances was concerned, ALCOA agreed, as it had in the voluntary agreement of 1933, to carry grievances through the existing channels. The final decision, in any grievance, was left up to the president of the company, unless both parties agreed to a referral of the question to the National Labor Board; but since the company could object to this, it retained complete control of the grievance procedure. One small concession was granted to the employees in that for the first time committees could take up grievances during working hours without loss of pay.

The most significant achievement arising from the strike of 1934 was not contained in the agreement that was reached. The Aluminum Company had not tried to break the strike and had closed down completely for its duration. Even though the Aluminum Company hired special police, this was probably the most peaceful major strike up to that time in the South. Not a blow was struck on either side during the twenty-six days. ALCOA had recognized the right of their employees to strike, and the strike was to become a major weapon of the union.

The agreement reached between ALCOA and Local 19104 was for the duration of one year, and it did not contain a "no-strike clause."

21 The Joe Cummings, Jr. Papers (Route 1, Walland, Tennessee).
During the next two years there were threats of strikes, but agreements were reached on October 14, 1935, and on December 2, 1936, which prevented strikes during this period.

The agreements of 1935 and 1936 were similar to the agreement of 1934. The agreement of 1935 was between the Aluminum Company and all its employees, but the agreement of 1936 was between the company and Aluminum Worker's Union. In both 1935 and 1936 the company recognized and accepted the principle of collective bargaining, and no other agreement was to be made that would conflict with the basic agreement. In laying off workers, management considered not only seniority but ability, skill, efficient service, family status, and residence. The 1936 agreement stated that seniority and ability were the most important factors. As in 1935, the 1936 agreement stated that if possible the company would give a two-day's notice before laying off employees and would pay the wage rate of a higher classification to any employee working in that classification and doing what the company considered to be a satisfactory job. In the restoration of forces and in filling vacancies the same considerations were to be given as in laying off, with the 1936 agreement stating that seniority was the most important factor. The agreements further stated that the company had the right to lay off any employee, but it must give the union reasons for so doing. The grievance procedure in the 1935 and 1936 agreements was similar to the 1934 agreement in that an employee or his representative could present the grievance to his immediate foreman. If no settlement was reached, the problem could be presented successively to the
department head, the plant supervisor, and the highest ranking local representative of the company. If no agreement could be reached at the local plant, it went to the president for his decision; and, as in previous agreements, if the company agreed, the problem could be taken to arbitration. The 1936 agreement also stated that a hearing on any question would be granted within ten days, and for the first time the company recognized the word "union."  

Obviously progress was slow, but with each additional agreement the union was gaining a little more recognition and bargaining power which would eventually lead to better wages, hours, and working conditions. In all these early agreements there was no standard pay scale, but there were some small wage increases granted during this period. For example, in the first half of 1937 the company granted two wage increases. One was for five cents an hour, and the other was a 10 per cent increase.

Even though they had been granted these increases, the workers at Alcoa were still dissatisfied. They were receiving eighteen cents per hour less for doing the same work that ALCOA employees at New Kensington, Pennsylvania, were receiving. Since there was nothing in the agreement between the company and union that would prevent a strike, Local 19104 began to make preparations to strike when in the spring of 1937 the company refused to adjust employees' wages in Alcoa, Tennessee, in order to bring them closer to the Pennsylvania rate.

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23 Cummings Papers.
Even though the membership of the union had voted 2156 to 238 to strike, Francis J. Dillon, the A.F.L. representative, suspended the strike call until negotiation could be extended. Dillon told the union that the company was on trial before the public and that he felt public opinion would cause the company to grant some raise for the workers at Alcoa. Dillon warned the company, however, that the strike would not be postponed indefinitely. 24

During the next few weeks there were proposals and counter-proposals by both the company and the union. I. W. Wilson, Vice-President of ALCOA, restated the company policy of paying wage rates according to geographic location. The company believed that wage rates should be in accordance with existing fundamental economic conditions of the community. Wilson emphasized to J. C. Howard, the mediator from the United States Labor Department, that there was nothing to negotiate. 25 The union then requested that the cost of living be used as a basis for paying the employees. It stated that the employees in New Kensington were receiving a minimum of $.63 per hour while in the East Tennessee plants the minimum was $.45 per hour. 26 If management could prove that it cost less to live in Alcoa, Tennessee, than in New Kensington, Pennsylvania, the union would agree to a proportionately lower rate than the northern workers were receiving. 27 When

the company refused this offer, negotiations were at a stalemate.

Since the company refused to negotiate, the next step was left up to the union. When the A.F.L. assured the Local 19104's president that it would back the union, Wetmore called a strike, but only in the Fabricating Plant, on May 18, 1937. The workers were prepared for a long strike since the A.F.L. was backing them, and they were receiving around seven dollars a week from the union.28

The workers may have been prepared for a six month's strike, but events of the following month were to show that the company was not going to wait that long. The union assumed there would be no trouble, since the previous strike in 1934 had been so peaceful. On the other hand the company began to recruit policemen from Knox, Blount, McMinn, and Monroe counties to reinforce the Alcoa regular police and Blount County deputy sheriffs and to release statements to the press claiming that many employees were unhappy about the strike.29

Even though the union refuted the statement, A. D. Huddleston, works manager of ALCOA, announced that 1500 of the employees desired to return to work. The announcement also stated that the company had given some of these employees temporary work at the Reduction Plant which was not on strike. The union responded to Huddleston's statement by saying that it would strike the Reduction Plant, but the company said that the plant would not shut down.30

28 Ibid., 8 July 1937, p. 1.
29 Cummings Papers.
30 Maryville Times, 1 July 1937, p. 1.
The company's statement that it would not allow the Reduction Plant to be struck was soon followed by an announcement by E. M. Chandler, superintendent of the Fabricating Plant, that the striking plant would open on Wednesday, July 7, 1937, at one o'clock P. M. 31 When the company made this announcement, President Wetmore, who was away in Pittsburgh on negotiation, requested that the opening of the plant be delayed until he could return home. His request was ignored. The last attempt for a peaceful settlement was made on Tuesday, July 6, but the company refused to make any concession at a conference between management, the union, and the Department of Labor representative. 32 With the failure of negotiation, the company requested that anyone interested in employment should sign up for work.

When the men came to sign up for employment on Wednesday morning, they were escorted in and out of the plant by the special policemen recently hired by the company. In view of the events of the day, Union Vice-President Taylor, who was in charge during the absence of Wetmore, called a special union meeting for 11:00 A. M. Taylor instructed the pickets not to use violence regardless of what the company did. He assured the membership that the rollers who possessed a special skill were completely supporting the strike and that none of them would go back to work. He explained that regardless of how many men the company hired and put to work, they could not begin production without these rollers. Therefore, he assured the union that the company could not

31 Knoxiville Journal, 7 July 1937, p. 2.
32 Knoxiville Labor News, VII (July 8, 1937), 8.
break the strike, and there would be no need for violence. 33

Even though the pickets were reassured, they massed around the plant as the hour for re-opening of the gates drew closer. As the pickets and company officers faced each other awaiting the one o'clock hour, the atmosphere became very explosive. Reports of what followed are distorted, confused, and contradictory. It is impossible to be certain about what happened, but the evidence seems to support the following description.

A few minutes before twelve-fifteen a school bus loaded with workers passed through the picket line, and the pickets became determined not to let this happen again. 34 The pickets divided themselves into two groups, and when a large truck approached, pressed in, stopped it, and pushed it back despite the efforts of the guards to stop them. A second smaller truck then approached, and the pickets massed to prevent it from entering the outer gate. When the police insisted on making a way for the truck to pass through, there was a skirmish between the pickets and the police with both sides using clubs and sticks. After this skirmish, the pickets rushed for the inner or main gate where they blocked the entrance into the plant. The police followed to a point midway between the two gates, where some remained and others retreated down the street. 35

33 Personal interview, Taylor.
34 Knoxville News-Sentinel, 8 July 1937, p. 1.
The police apparently retreated to get their guns or to reinforce themselves because they returned, led by Chief of Police Arthur Lively, who had just arrived on the scene. At this point, even though there is some evidence to the contrary, the police seem to have started firing at the pickets who were massed in front of the gate. When the shooting started, the pickets broke up and ran, in an effort to get away. There seems to have been a cross fire; not only were police from the outside firing at the pickets, but other officers inside the gate were firing from the top of an oil house. There is evidence that some of the pickets jumped the police after the shooting started and seized some of their guns. With these guns, they exchanged shots with the police. The evidence seems to support the claim that the pickets possessed no guns at the start of the battle, although they did have clubs and sticks which they used.

After the firing of two hundred or more shots, the battle ended, leaving several injured. Two of the injured later died in Maryville's Carson Hospital. One of the dead was a special officer, W. M. Hunt, who was shot in the abdomen. Other Alcoa policemen seriously injured were Clyde Testerfield, J. F. Shultz, Frank Oiles, Tom Love, and Gordon Wolf. Henson Klick, who was shot down by Chief Lively, according to an

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36 Ibid.  
38 Cummings Papers.  
40 Cummings Papers.  
37 Maryville Times, 8 July 1937, p. 1.  
39 Personal interview, Taylor.  
41 Maryville Times, 8 July 1937, p. 1.
eye witness, Willie McClean, was to become the first martyr for the labor movement in the aluminum industry. Mrs. Klick said of her husband: "He wanted to die as he lived, a union man." Other strikers seriously injured include Walter Goddard, O. R. Kinser, Marion Boyd, Harry Young, Howard Murr, Earl Cloninger, Gordon Ballew, Harrison Klick, and John Klick.

After the shooting stopped and the picket line was completely dispersed, the company proceeded to open the plant. The strike was completely broken. The union, however, did not give up, and Vice-President Taylor made an agreement with the guards, whereby peaceful pickets could be placed outside the plant. Lloyd Luttrell, who was strike captain in charge of the picket line, saw that the pickets did not interfere with the men going in and out of the plant. The number of workers who returned to work was estimated by the company to be nearly 2000, but the union claimed only 550 union members had gone back to work. The 1500 or so difference in these two figures indicates the number of new men the company hired off the street.

Because there was an air of uncertainty as to what might develop

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42Knoxville News-Sentinel, 8 July 1937, p. 10.
43Cummings Papers.
44Ibid.
45Knoxville News-Sentinel, 8 July 1937, p. 10.
47Cummings Papers.
with the opening of the plant, officials of ALCOA requested that Governor Gordon Browning send the National Guard.\textsuperscript{49} Four companies of guardsmen soon arrived, and no major violence erupted during their stay. With the guard present to see that there would be no violence and with workers entering the plant, it was obvious that the company had successfully achieved its purpose. The strike was over, and ALCOA had won.

If leadership in the local union had been less able, the events of July 7 not only would have broken the strike, but might also have ended unionism in Alcoa, Tennessee. The steps taken by Wetmore during the following weeks were to prove effective even though many times they were to appear as failures.

One of the first things Wetmore did after returning to Alcoa was to request that the United States Civil Liberties Committee headed by Robert M. LaFollette investigate the riot, but Senator LaFollette replied that the committee had no financial means for an investigation.\textsuperscript{50} On July 10, Wetmore filed a complaint in Atlanta, Georgia, with the National Labor Relations Board,\textsuperscript{51} charging that the company was violating that section of the National Labor Relations Act of July 5, 1935, which stated that "employee shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in certain

\textsuperscript{49}Cummings Papers. \hspace{1em} \textsuperscript{50}Ibid. \\
\textsuperscript{51}Knoxville News-Sentinel, 12 July 1937, pp. 1, 18.
activities, for the purpose of collective bargaining or other mutual aid or protection.\textsuperscript{52} Wetmore emphasized that the company had interfered with organization and was refusing to bargain collectively.\textsuperscript{53}

In order to settle the dispute the United States government sent J. C. Howard, a federal conciliator in labor disputes, to Alcoa, and he made a proposal to both sides. In addition to this, Governor Browning offered to mediate the dispute, and the union made a statement saying it would accept any settlement reached by an arbitration board, but A. D. Huddleston, ALCOA manager, stated that he did not believe there was anything to mediate.\textsuperscript{54}

When mediation was refused by the company, Wetmore requested Browning to remove the National Guard and permit the union to close the plant once again. This request was refused, and another proposal for peace was presented. Howard proposed a new settlement to both sides, but more important than Howard's proposal was the arrival of an American Federation of Labor representative, Francis J. Dillon.

Dillon, who came as the personal representative of President Green, called off the strike and requested that Wetmore resign. He said that the American Federation of Labor favored equal wages between North and South, but added that this could not be accomplished overnight.

\textsuperscript{52}United States Statutes at Large, XLIX, 452.  
\textsuperscript{53}Knoxville News-Sentinel, 12 July 1937, pp. 1, 18.  
\textsuperscript{54}Ibid., 8 July 1937, p. 1.
He went on to say that negotiation was the way to achieve the goal.\(^{55}\)

The question now confronting the union was as to who was speaking for it—Wetmore or Dillon. Wetmore was their elected representative, yet Dillon had come in and taken over.\(^{56}\) Even though Wetmore was the rightful representative, he stepped down in order to save the union. He made his decision known at the union meeting on July 11, when he requested the members to accept his resignation and go back to work.

The company stated that it would not discriminate against any employee because of his union membership, and would honor the existing contract until it expired.\(^{57}\) In view of circumstances, the membership voted to end the strike and go back to work. Thus the strike ended. The National Guard was removed, and Alcoa settled back to a scene of normality.\(^{58}\)

The local, however, was dissatisfied and its membership had lost faith in the American Federation of Labor. The workers had labored hard to gain union recognition, and expected benefits from their efforts. Now it seemed that their only reward was betrayal by the A.F.L. leadership. Still the Alcoa unionist's were not willing to accept permanent defeat, and they turned to the rival C.I.O. organization for aid.

\(^{55}\)Ibid., 12 July 1937, pp. 1, 18.

\(^{56}\)Personal interview, Wetmore.

\(^{57}\)Cummings Papers.

\(^{58}\)Knoxville News-Sentinel, 12 July 1937, pp. 1, 18.
CHAPTER III
THE BIRTH OF THE C.I.O. UNION AT ALCOA, TENNESSEE

Since the strike of 1937 failed, many members of Local 1910\textsubscript{4} rejected the American Federation of Labor. Not only had the Federation called off its strike but even refused to pay the hospital bills of those who were injured during a riot. This situation was an open invitation to the Congress of Industrial Organization and also to the Aluminum Employees Association to form their own locals and seek membership among the employees.\textsuperscript{1}

These two organizations were active even before the strike of 1937 was called off. The Aluminum Employees Association, which was backed by the company, was not associated with any national union organization but did gain the backing of a large group of ALCOA employees.\textsuperscript{2} Witt Roberts was elected first president of the independent association with J. W. Arp as vice-president and Fred Rule as secretary.\textsuperscript{3}

Since the A.F.L. had been challenged by the C.I.O., many employees were fearful that both unions would eventually fail. Therefore, a number

\textsuperscript{1}Cummings Papers.
\textsuperscript{2}Personal interview with Harry Brooks, Personnel Manager, Aluminum Company of America, Alcoa, Tennessee, at Mr. Brooks' office, Alcoa, Tennessee, December 4, 1969.
\textsuperscript{3}Maryville Times, 19 July 1937, p. 1.
of Alcoa workers turned to the Employees Association for bargaining power. They believed this organization could survive and fill the needs of all employees. 4

The association was very influential from 1937 to 1939 and at one time claimed a membership of 2000. 5 It stood for the principles that local employees should not be governed by outsiders, and that dues should not be paid to support any outside organization. The leaders of the association believed that everyone should be entitled to fair treatment, good pay, and excellent working conditions. They promised they would "never call a needless and ill-advised strike which brings unnecessary hardship, suffering, strife and bitterness among the employees." 6 During the first few months of the new organization the membership met over the J and K store in Alcoa, but on March 1, 1938, the association opened its own hall over Perry Brothers Store in Maryville. It also had an office in the Blount National Bank Building. 7

At the same time the Employees Association was achieving these gains, the Congress of Industrial Organization was rapidly winning support among other ALCOA workers. As previously stated, the C.I.O. was formed in 1935 when eight presidents of international unions in the American Federation of Labor formed the committee for Industrial

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4Personal interview with Carl Melton, former member, Aluminum Employees Association, Alcoa, Tennessee, at Mr. Melton's store, Maryville, Tennessee, April 4, 1969.


6Ibid., 15 June 1939, p. 2.

7Maryville Times, 21 February 1938, p. 1.
Organization. The organization was later suspended from the American Federation of Labor, and the Congress of Industrial Organizations was born with John L. Lewis as president. The C.I.O. was interested in the unskilled laborer as well as the skilled. It was seeking to organize many of the factories which the skilled A.F.L. had not unionized. When the strike of 1937 failed at Alcoa, the C.I.O. immediately stepped in and helped the strikers. It paid the hospital bills which the A.F.L. had refused to pay, and it was only natural that the members of the Alcoa local looked to this new labor movement for the preservation of their union.²

The C.I.O. had already formed a union, Aluminum Workers of America, at ALCOA's New Kensington works with Nick Zonarich heading it. At the request of some Alcoa union leaders, Zonarich and Secretary-Treasurer George E. Hobaugh came to Alcoa to help organize a C.I.O. union with Fred Wetmore, former president of 19104, as the local leader.³

Before Zonarich and Hobaugh left the scene, 1,600 employees had signed up with the Aluminum Workers.⁴ The selling point was the idea that no local union was stronger than the international organization that supported it.⁵

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²Cummings Papers.
⁴Peoples Press, XL (August 7, 1937), 8.
⁵Broom Papers.
The local and the International hoped to establish an organization with which all ALCOA employees would affiliate. The objectives were to create a union whose policies were controlled by its members, to achieve economic equality for southern workers, and to secure a guaranteed wage for all production workers. The union also demanded vacations with pay and a seniority system.\textsuperscript{12} To bring about these aims the union further supported improved working conditions, increase in pay, an educated membership, the use of collective bargaining, and better understanding between employees and management.\textsuperscript{13} Through collective bargaining the members believed they could achieve their primary goal of feeding, clothing, and educating their families. Not only this, but as automation increased, production workers could reduce their hours of labor.

The constitution of the Aluminum Workers stated the foregoing aims plus a design to achieve them. The document further prohibited membership to any one in management. It provided for international meetings every year with representatives elected from each local. Each local was entitled one vote per one hundred members not to exceed five votes. The International officers, including president, vice-president, secretary-treasurer, and the executive board were to assist all locals in carrying out the aims of the International.

\textsuperscript{12}Maryville Times, 17 April 1939, p. 10.  
\textsuperscript{13}Cummings Papers.
The International, as well as the local, received its financial support from the membership. There was to be an initiation fee of not less than two dollars nor more than fifteen, and each member was to pay dues of one dollar per month. Each new member of Local 9 was required to pay a two dollar initiation fee, and all members were required to pay one dollar per month in dues. In order to keep the Aluminum Workers democratic each local union had to approve, by a vote of the majority, any strike action. In addition, each local was to have an educational committee to strengthen the movement. The membership was requested to buy only union-made products, and delegates to international conventions were required to wear at least three garments bearing the union label.

Each local was to have a president, vice-president, recording secretary, treasurer, three trustees, sergeant-at-arms, and a business agent. With the exception of the trustees, who were elected for three years, these offices were filled each year. In addition a women's auxiliary could be organized. The local executive board which was made up of local union officers and met once a week, could have the following committees: constitution and by-laws, education, relief, and others if needed.

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15 Cummings Papers.

16 Constitution, 1937.
In order to provide the best possible benefits each department within a plant had its own organization and elected its own committee. When a member felt he had a grievance, he could summon a committeeman to intervene in his behalf, and two or more committeemen were usually involved on all major issues. Each department had at least three committeemen: a chairman, vice-chairman, and recording secretary. The local business agent was responsible for operation of all department committees, and he handled all grievances not settled within the department.\textsuperscript{17}

Not only did Local 9 stand for better working conditions, but it also hoped to achieve certain political and social goals. It advocated the use of free textbooks for public schools, compulsory education for all children, the study of impartial labor economics, and sanitary inspection in factories, workshops, mines, and homes. It supported liability of employers for employees' bodily injury or loss of life, suitable playgrounds for children in all cities, the increased use of the referendum to give the voter a larger say in making laws, the right to recall undesirable political office holders, establishment of adequate national old age pensions and unemployment insurance, and the passage of child labor laws where they did not exist and rigid enforcement where they had been enacted. Also, the Alcoa local stood in opposition to the abuse of injunction in labor disputes, the sweatshop system in any factory, and the use of company-paid deputies and

\textsuperscript{17}Cummings Papers.
Local 9 found vigorous opposition to its goals. It was not only opposed by the company and the Aluminum Employees Association, but the A.F.L. was still very much alive. Carl K. Green, former secretary of Local 19104, became the local spokesman and representative of the A.F.L. and obtained an injunction forbidding the C.I.O. to meet at the union hall which was located in the Poland Building.

Since they were forbidden to meet at the regular meeting place, members of Local 9 met in several different locations such as Wetmore's house and the Peoples Tabernacle on Lincoln Street. They later returned to the Poland Building after they were recognized as the only bargaining agent. In the meantime Local 9 opened an office in the Blount Bank Building.

The A.F.L., which continued to meet in the Poland Building, warned the ALCOA employees against the C.I.O. W. Lloyd Luttrell, president and spokesman in 1938, argued that John L. Lewis was out to ruin the labor movement in the United States. Luttrell even went so far as to claim that Lewis sympathized with the Fascists and Communists, saying: "The difference in the concept of Industrial Labor relations between the American Federation of Labor and the C.I.O. is the difference between

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18 Ibid. 19 Personal interview, Taylor, April 4, 1969.
20 Ibid. 21 Personal interview, Cummings.
22 Maryville Times, 17 April 1939, p. 1.
American Constitutional Government and the Communist concept of government of Soviet Russia. 23

A National Labor Relations Board election to determine which organization would represent the Alcoa employees was held in December, 1938. The A.F.L. declared that local people would be ruled by Zonarich if the C.I.O. won the election. Not only was the C.I.O. accused of being dictatorial, but opponents charged it would be un-American to vote for Local 9. 24

The Aluminum Company favored the Employees Association. Realizing that it must bargain with its employees in order to meet the requirements of the Wagner Act, the company encouraged membership in an organization over which it would have some say rather than the A.F.L. or C.I.O. over which it had no control. 25 Despite these efforts, the C.I.O. did well in the election. The results were as follows: Aluminum Employees Association, 1296; C.I.O., 961; A.F.L., 708; no union, 100. 26 Even though there was no majority and a run-off election had to be held, the A.F.L. claimed the C.I.O. "was washed up." 27 In a second election held on May 4, 1939, the C.I.O. came in first, defeating the A.E.A. by a narrow margin. 28

23 Ibid., 24 November 1938, p. 2.
24 Ibid., 5 December 1938, p. 7.
25 Personal interview, Brooks.
26 Maryville Times, 12 December 1938, p. 1.
27 Ibid., 12 January 1939, p. 4.
28 Ibid., 8 May 1939, p. 1.
The second election still left the matter unsettled. A third election between the C.I.O. and Aluminum Employees Association was set for June 22, with R. C. Plater, Jr., conducting it for the National Labor Relations Board.29 The C.I.O. received 1613 votes, the Independent Association, 1553 votes, but 183 voted for no representation. Local 9 still did not receive a majority, making a fourth and final election necessary.30

Even though the A.F.L. and the Aluminum Employees Association had been eliminated by the elections, these opponents of Local 9 did not give up. George Downey made a report to fellow C.I.O. members on a rumor that was being circulated claiming that anyone voting for the C.I.O. would lose his job.31 L. G. Shirley, who was now president of the A.F.L. local, announced a special called meeting for his membership and gave a special invitation to members of the Aluminum Employees Association. The A.F.L. ran this invitation in the Maryville Times on July 20, along with the following statement: "United we stand, divided we fall." The A.F.L., which wanted to unite all those opposing Local 9, gave a second invitation for the members of the Association to attend one of its meetings on July 28, and at the same time announced that its office would be open from 8:00 A. M. to 5:00 P. M. for the

29Knoxville News-Sentinel, 22 June 1939, p. 22.
31Minutes of Local 309, United Steel Workers of America, July 8, 1939 (Union Hall, Alcoa, Tennessee). Hereafter cited as Minutes, Local 309.
convenience of anyone who would like to join or be reinstated.\footnote{32} Since the employee in the upcoming election had only the choice of C.I.O. or nonrepresentation, the Association and A.F.L. feared the election would end their existence. Therefore, they turned to the courts in the hope of preventing the election, but their efforts failed and the election was held as scheduled on August 31.\footnote{33}

Since the C.I.O. won over nonrepresentation by a majority of 105 votes, this was the final election. Local 9 received 1707 votes to 1602 for the opposition.\footnote{34} However, the opposition still did not give up. Even after Local 9 was notified by the National Labor Relations Board that it had been made sole bargaining agent, the Employees Association filed a suit in U. S. Circuit Court claiming the C.I.O. did not represent the majority.\footnote{35}

All efforts to discredit Local 9 failed, and it was recognized by the company as the only legitimate union at Alcoa. This victory was the result of a hard-fought struggle that had lasted over two years. The men who took part in this effort were among the pioneers of industrial unionism, and their interest went beyond their own exigencies.

The leaders of Local 9 were willing to assist others in need. Even before their victory at Alcoa, they were aiding other unions in

\footnote{32}{Maryville Times, 24 July 1939, p. 1.}
\footnote{33}{Knoxville News-Sentinel, 3 August 1939, p. 15.}
\footnote{34}{Ibid., 1 September 1939, p. 11.}
\footnote{35}{Maryville Times, 18 September 1939, p. 1; 9 October 1939, p. 1.}
East Tennessee. Visitors came from the town of Mascot for assistance and advice, and on August 8, 1939, the local's Executive Board recommended aid for strikers at Copperhill. These examples of assistance have been repeated over and over down through the years. Not only has financial assistance been given, but members have gone out to help organize other unions and give any other assistance needed to workers in East Tennessee and the nation.

Even though the membership of Local 9 was active in area labor affairs, its main interest, in late summer and autumn of 1939, was the upcoming negotiations with ALCOA. Immediately after the August 31, National Labor Relations Board election, Wetmore announced that the Aluminum Workers would seek a new contract with the company. The union sought recognition and wage adjustments.

The negotiations culminated in a contract which was signed on November 11, 1939, between ALCOA and the International Union, the Aluminum Workers of America. Lawrence Marine, president of Local 9, and Wetmore, who was now business agent, represented the Alcoa Union on the negotiation committee. In addition to Local 9, Local 2 of New

36 Minutes, Local 309, July 22, 1939.
37 Ibid., August 11, 1939.
38 The minutes point out the fact that many time the Alcoa local gave financial as well as other assistance to those in need.
39 Knoxville News-Sentinel, 1 September 1939, p. 11.
40 Agreement Between the Aluminum Company of America and the Aluminum Workers of America, November 11, 1939 (n.p., n. d.), 1.
Kensington, Pennsylvania, Local 11 of Detroit, Michigan, and Local 16 of Edgewater, New Jersey, were members of the Aluminum Workers. 41

With the recognition of the Aluminum Workers as the exclusive bargaining agent, a long struggle of Alcoa's C.I.O. membership was ended. The contract was designed to protect the employees with the greatest seniority. When a reduction of forces was necessary, seniority was the most important factor in determining who would be terminated. However, ability, family status, and residence were also taken into consideration. 42 Compared with later contracts the seniority provision was weak, but it was a big step in the direction of employee protection.

Other provisions required the company to give a two-day notice to anyone who was going to be laid off and to distribute the available work in any given area as evenly as practical among the employees of the unit. When business made it necessary for the company to add additional employees, terminated employees were to be called back first. These employees were given the same consideration in their call back as they received in their lay off. When a new job was created or a vacancy occurred, departmental seniority was to be the criterion for filling the position. With the exception of continuous process operators and other specialized operators, time and one half was to be paid for work beyond eight hours a day or forty hours per week and for all time worked on Sundays and holidays. The direction of the working force was left exclusively to the company, but in a disciplinary lay-off or suspension

41 Ibid., 24. 42 Ibid., 1-8.
the employee had the right to take up a grievance. 43

The grievance procedure under the C.I.O. was similar to that of earlier contracts. If an employee felt he had been treated unjustly, he could present his grievance to his immediate superior. If the grievance was not settled, the employee and his union representatives could carry it further. If the problem was not solved at the local plants, it could be presented to the president or other executives of the company. If this failed to bring a satisfactory conclusion and if both the company and union agreed, the problem could be submitted to arbitration. 44

In this two-year contract the company not only agreed to a grievance procedure, but stated it was "willing, at all times, to discuss and negotiate any matter pertaining to wages, hours and working conditions with such representatives of the union as are properly certified by a local union or by the international union to the plant or company management, with the object of reaching a satisfactory understanding." 45

However, since there was no wage clause of any sort or any provision for arbitration in the grievance procedure, the employees had to accept the company's final decision or strike. 46 Despite its weakness, the contract became a foundation upon which the C.I.O. local and ALCOA were to build their future relationship.

CHAPTER IV

THE WAR YEARS

In the months following the signing of the 1939 contract, one of the main objectives of Local 9 was to harmonize the discord caused by the struggle in becoming exclusive bargaining representative. Now that the C.I.O. union had been recognized as the only legal union at ALCOA's Tennessee works, its goal was to win the endorsement of as many former members of the A.F.L. and the Aluminum Employees Association as possible. This effort to gain new members from among all employees was sometimes hindered by internal disagreement and lack of support for elected local officials.¹

In spite of difficulties Local 9 was more successful in meeting the needs of Alcoa's employees than any previous organization. Not only did the local improve conditions at Alcoa, but it was able to send assistance and encouragement to other laborers who were struggling to have their union recognized or who were out on strike.² Local 9 representatives also took part in a successful effort to set up a state C.I.O. council,³ and in 1940 the membership voted to affiliate with the Tennessee State Industrial Union.⁴

¹Minutes, Local 309, March 2, 1940.
²Ibid., April 27, 1940; October 15, 1940; March 15, 1941; August 14, 1943.
³Ibid., April 13, 1940.
⁴Ibid., September 2, 1940.
These efforts were exerted to strengthen the labor movement in general and Local 9 in particular. Union leaders at Alcoa also realized that the collection of dues was an important factor in strengthening their organization. Therefore, the executive board recommended that the local and the International work together toward the goal of dues check-off by the company. The membership voted to appoint a check-off committee, and letters were sent to all Aluminum Company locals in regard to this vital matter. This system, the company's deduction of union dues from each member's check before payment, was to become a bitter union-company dispute during this period.

Even though it had many perplexing problems, Local 9 was able to improve its effectiveness by an extensive campaign for greater efficiency. As a result of this crusade each member was urged to pay his union dues on the due date, to take a more active part in union affairs, and help strengthen the movement by supporting elected representatives. President Zonarich urged each department to put forth its own private effort to win new members within its unit. Under his plan an effort was made to develop better organized departments, to win support from key men, to hold regular departmental meetings, and to have regular meetings of membership committees. A publicity committee was elected to carry out this program. All members were urged to cooperate and steps were taken to win stronger support among Negro members.

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5Ibid., May 11, 1940. 6Ibid., August 1, 1940. 7Ibid., August 4, 1940.
Because of the large number of Negro workers involved in organizational campaigns, the C.I.O. from its beginning had no formal racial discrimination by its international unions. The union repeatedly condemned race prejudice and early set up a committee to abolish discrimination where it existed. At the time of its conception several Negro employees were involved in the founding of the Alcoa local. Two prominent black leaders in the formation were B. J. Christin and Doc Curtis. 8

Even though several Negroes were active in the early years of the union and black employees were encouraged to join the local, they did not have equal opportunities during the 1930's and 1940's. The approximate 7 per cent black employees during this time were required to use segregated rest-rooms, water fountains, and cafeteria facilities. Their work was confined to certain jobs and they were even issued separate time clock numbers. Union leadership was opposed, at least in theory, to these conditions, but the membership perpetuated the system for many years. From the very beginning, however, union hall facilities were integrated. Why did this segregated condition exist on the job? Both management and union officials look back on the policies of the period as products of the time. These conditions were the result of accepted southern social standards. Since this was the prevailing custom of the area when ALCOA came to East Tennessee, the company accepted these standards; since union membership did not always

8Personal interview, Broom, December 4, 1969.
follow the leadership, the union did not take action to correct the situation. 9

Despite the fact that such prejudice existed at this time, Zonarich's campaign had some desirable results, but nothing did more for the growth of Local 9 than an announcement in November, 1940, by E. M. Chandler of ALCOA, saying the Aluminum Company was going to build the North Fabricating Plant at Alcoa. 10 This plant, which was completed in 1941, was to become the largest rolling mill in the United States and one of the world's largest industrial plants under one roof. 11

Soon after the opening of this gigantic aluminum plant, Local 9 with the international's approval renewed its demand for equal pay for southern employees. Zonarich believed the difference in wage rates should be eliminated because there was no differential in ALCOA's cost of production in the Tennessee operation. Southern products were of the same quality as those produced in northern plants, and ALCOA charges were the same for their products regardless of where they are manufactured. 12 In accordance with this union policy, Local 9 voted to demand equal pay, but ALCOA officials said the matter was in the hands of

9 Ibid.; Personal interview, Brooks.
10 Maryville Times, 27 November 1940, p. 1.
11 Ibid., 25 September 1941, p. 1.
12 Nick A. Zonarich, Pennsylvania, to Aluminum Workers Membership, Local 309, United Steelworkers of America, Letters to Local 309 (Office of Staff Representative, Union Hall, Alcoa, Tennessee), July 15, 1941.
mediators in Washington.\textsuperscript{13} The Alcoa local took an additional step and voted to strike if the dispute was not settled. The vote was overwhelmingly in favor of a strike, 4120 to 400.\textsuperscript{14}

However, the strike never occurred because the parties continued to negotiate, and when the Japanese made their surprise attack on Pearl Harbor on December 7, 1941, the membership of Local 9 called off the plan to strike.\textsuperscript{15} War unified America. Labor leaders pledged not to strike for the duration of the war, and management pledged not to sanction lock-outs and other activities that might hurt the war effort. Although there were a few notable exceptions, labor-management relationship was generally one of cooperation during the war.\textsuperscript{16}

Not only did management and labor agree to a truce, but the federal government enacted laws and set up guidelines to guarantee protection and fair consideration for both sides. In December, 1941, Congress enacted the War Powers Act authorizing President Roosevelt to redistribute the tasks of various federal agencies in order to achieve the most efficient prosecution of the war.\textsuperscript{17} On January 30, 1942, the Emergency Price Control Act was passed to stabilize costs of production, including wages,\textsuperscript{18} and under President Roosevelt's Executive Order No.

\begin{flushright}
\textsuperscript{13}Maryville Times, 23 October 1941, p. 1. \\
\textsuperscript{14}Ibid., 27 October 1941, p. 1. \\
\textsuperscript{15}Ibid., 11 December 1941, p. 1. \\
\textsuperscript{16}Rayback, American Labor, 373. \\
\textsuperscript{17}Ibid., 374. \\
\textsuperscript{18}Taft, Organized Labor, 548.
\end{flushright}
the National War Labor Board was established for adjusting and settling labor disputes. During its existence the board directed the settlement of many Alcoa labor conflicts,\(^\text{19}\) and its powers were broadened to include stabilization of wages.\(^\text{20}\)

On July 16, 1942, the War Labor Board in the "Little Steel Case" laid down a guideline for wage regulations that lasted throughout the war. The case involved the Bethlehem Steel Corporation, Republic Steel Corporation, Youngstown Sheet and Tube Company, and Inland Steel Company. The Steelworkers' Union requested twelve and a half cents per hour wage increase, but the request was denied on the basis that such an increase would be inflationary. The board stated that wages should keep up with inflation, but not exceed it.\(^\text{21}\) Executive Order 9250, which prohibited wage changes without the approval of the War Labor Board, made the decision stand.\(^\text{22}\) Even though it was forced to abide by this decision, labor felt that the government was favoring management by not permitting negotiations for greater wage increases, and on August 8, 1942, Local 9 voted to protest this decision and use its strength to reverse it.\(^\text{23}\)

The ruling in the "Little Steel Case" did not forbid southern employees from seeking wages equal to that of their northern counterparts. Therefore, the Alcoa local continued its effort to obtain equal pay for

\(^{19}\) Broom Papers.  
\(^{20}\) Taft, Organized Labor, 546-547.  
\(^{21}\) Ibid., 549.  
\(^{22}\) Ibid., 551.  
\(^{23}\) Minutes, Local 309, August 15, 1942.
southern aluminum workers. Even though the government laid down its wage guidelines, the Aluminum Workers had been successful in obtaining some increase in pay for southern workers. Zonarich called a wage differential conference during the summer of 1941, and Local 9 requested him to approach the Aluminum Company concerning this matter. The problem was also presented to the War Labor Board, and the Board granted him an eight and one half cent per hour wage increase to ALCOA's Tennessee employees in 1942. Even though a difference in pay still existed this was a big step in the direction of equal pay for ALCOA's southern employees.

Since the government was controlling wages and many unions had agreed not to strike, there was a fear among many labor leaders that management would take advantage of the war situation and discourage union membership among employees. Therefore, labor proposed a union shop. Management vigorously objected, and a compromise resulted. Unions were granted, by the War Labor Board in 1942, "maintenance of membership." Under this arrangement an employee was not required to join the union, but once he had become a member he must maintain his membership as a condition of continued employment.

When ALCOA and the Aluminum Workers signed a new agreement on

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24 Ibid., June 21, 1941.
26 Rayback, American Labor, 379.
November 1, 1942, "maintenance of membership" was included. 27 Although this agreement was similar in most respects to the 1939 agreement, it included a new military service clause which guaranteed that during a military leave of absence an employee's company and departmental seniority would continue to accumulate. 28 It also had a provision to carry out President Roosevelt's Executive Order 9240 regarding overtime for the war period. Under this provision time and one half was paid for all work in excess of eight hours per day, for work on holidays, and for time worked in excess of forty hours per week. Double time was paid for working on any seventh consecutive day, and the company agreed to distribute overtime work as fairly as possible among employees within any given classification affected by overtime. 29

The signing of this 1942 agreement helped prevent labor disputes at Alcoa, but throughout the country 1943 was a year of numerous strikes which resulted in public disapproval of labor policies. 30 As a result Congress passed the Smith-Connally Act over a presidential veto, which made it illegal to interfere with government-operated plants through strikes, lockouts, or slowdowns. A thirty-day notice of a pending dispute had to be given to the Secretary of Labor, the War Labor Board, and the National Labor Relations Board. Before any union could call a strike

27Agreement Between the Aluminum Company of America and the Aluminum Workers of America, November 1, 1942 (n.p., n.d.), 4-6.
28Ibid., 29.
29Ibid., 38-40.
30Rayback, American Labor, 380-381.
the National Labor Relations Board was required to conduct a strike vote, and unions were forbidden to contribute to campaign funds of any candidate running for national office. The government was also assured of a continued strong working force when the War Manpower Commission issued an order freezing workers to their jobs.

Even though in many of its rulings the federal government seemed to impede labor, ALCOA's Tennessee employees continued to receive additional benefits. In addition to the 12 per cent wage increase granted by the War Labor Board in 1942, these workers had received an increase of two cents per hour in 1940, eight cents in 1941, and were granted an additional three cents in 1943. Members of Local 9 were also proud of the fact that at that time Alcoa was the only aluminum plant in which female employees received the same rate of pay as the men.

However, the union felt that the Aluminum Company workers were still underpaid and in need of improved benefits. Therefore, in November of 1943, Zonarich asked for a wage increase of fifteen cents per hour and equal pay for southern workers. This request was repeated in 1944 along with the demands for a ninety-five cents minimum hiring rate, a guaranteed wage, layoffs only at the beginning of the year, fifteen days sick leave, a shift premium for afternoon and night hours, and the

31 Taft, Organized Labor, 557.
32 Rayback, American Labor, 376.
33 Broom Papers.
34 Minutes, Local 309, March 20, 1943.
35 Cummings Papers.
check-off of union dues. These goals were not achieved for several years, but the union continued to work with these objectives in mind. \(^{36}\) Even though the Aluminum Company was temporarily successful in its opposition to many of these goals, the War Labor Board in October, 1944, did grant a four-cent per hour wage increase, retroactive to August 17, 1944, but the Board sustained ALCOA in the Company's refusal to collect union dues. \(^{37}\) The Board also recognized the aluminum workers' need for better job security and recommended a guaranteed wage for laid-off employees with three or more years continuous service. \(^{38}\) This recommendation did not become a reality until 1957.

In order to see the fulfillment of these aims, the local needed unified support from all members, but the local's election of officers campaign during 1943 had divided the membership. Wetmore, who was business agent, and Taylor, the president, had been leaders in the local's labor movement since its conception, but these men were defeated in their bid for reelection. After that defeat, some of their supporters refused to give full support to the new leadership. This division among

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\(^{36}\) H. D. Williams, Pennsylvania, to M. C. Weston, C.I.O. Field Representative, Local 309, United Steelworkers of America, Letters to Local 309, October 6, 1944.

\(^{37}\) Cummings Papers.

the membership had a weakening effect upon the local's ability to fight for better working conditions.\(^{39}\)

The merger in 1944 of the Aluminum Workers with the United Steelworkers was a big step taken to strengthen both unions, but it also had the effect of further dividing the Alcoa employees. The merger was brought about as a result of the efforts of the Aluminum Workers' leadership, but was made possible by a change of position on the part of the president of the United Steelworkers, Phillip Murray, who was also president of the C.I.O. Murray previously had objected to the merger when proposed by Zonarich in 1936, because he felt each local within the Aluminum Workers had too much individual freedom, which might result in the international organization of the combined unions having inadequate power. However, by 1944, because of changing conditions, the Steelworkers needed to strengthen their position, and Murray could now see an advantage in a merger with the Aluminum Workers.\(^{40}\) Therefore, the way was open for unification. At their annual convention at Hot Springs, Arkansas, in June, 1944, the Aluminum Workers voted to unite with the Steelworkers, who had already approved. Local 9, which became Local 309 in the United Steelworkers, sent seventeen delegates to this convention. Fifteen of the delegates favored the merger and two opposed. However, they had previously agreed to vote as a block, and all seventeen

\(^{39}\)Personal interview, Broom, June 28, 1969.

Alcoa votes were cast in favor the merger. Alcoa votes were cast in favor the merger. To carry out this vote United Steelworkers charters were issued to all locals of the Aluminum Workers and officials and employees of the Aluminum Workers were employed by the Steelworkers.

This merger had little effect upon the union's relationship with ALCOA; since an agreement on July 18, 1944, the Steelworkers assumed the collective bargaining rights held by the Aluminum Workers. As has previously been stated, however, the merger did cause some friction among Local 309's membership. Some members of 309 had opposed the merger because they believed the Aluminum Workers could better meet their needs, but another group was disappointed and unhappy because the name aluminum did not appear in the merged union's name. David J. McDonald, who was financial secretary of the Steelworkers, had assured the Aluminum Workers that after the merger the new name would be the United Steel and Aluminum Workers. In January of 1945, Local 309 took steps to put the word aluminum into the name of the organization, but this effort failed. Finally, some members of Local 309 objected to the Steelworkers because they would not agree to permit aluminum workers' representatives to serve as a separate group in negotiations

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41 Personal interview, Taylor.
42 Cummings Papers.
43 Broom Papers.
44 Personal interview, Taylor.
45 Minutes, Local 309, January 20, 1945.
and other union business.\textsuperscript{46} Even though the merger resulted, temporarily, in more strife among Local 309's membership, it was eventually to strengthen both groups.\textsuperscript{47} As we shall see later the Aluminum Workers, the smaller of the two groups, was to make a big contribution in the newly merged organization.\textsuperscript{48}

Nevertheless, a number of 309's membership continued to be dissatisfied with their organization as had been true since the Local's election of 1943 and the merger of the Aluminum Workers with the Steel-workers. In addition, the United Mineworkers came to Alcoa and opened a campaign to represent the ALCOA employees. Since there was already discord, the U.M.W. found fertile ground in which to conduct its campaign.

As the result of a conflict between the C.I.O. and Lewis, the United Mineworkers temporarily became an independent organization. When they seceded from the C.I.O. in October of 1942, the U.M.W. put forth an effort to extend its jurisdiction and gain new members from among all unorganized workers. In order to achieve this goal, the Mineworkers conducted an organizational campaign through the newly formed District Fifty.\textsuperscript{49} Even though the Mineworkers were admitted to the A.F.L. in 1943, District Fifty continued its activities. It was District Fifty, under the leadership of Catherine Lewis, John L's daughter, that sent

\textsuperscript{46}Ulman, Steelworker's Union, 90.
\textsuperscript{47}Steel Labor, XXVI, 9.
\textsuperscript{48}Personal interview, Broom.
\textsuperscript{49}Rayback, American Labor, 376.
Fred Ruscoe to organize Alcoa. It was with the aims of restoring Wetmore to office, exerting more local authority, and opposing C.I.O. leadership in general that some of 309's membership responded to Ruscoe's pleas. The situation became overheated when the C.I.O. charged one of its own members, Robert Publey, of dual unionism. When Publey was found guilty by the War Labor Board in a decision handed down by Dr. Lee Greene, the board's representative, he was terminated under the maintenance of membership clause.

The War Labor Board's decision in the Publey case brought conditions to Alcoa to a boiling point because other C.I.O. members were also subject to loss of job. Ruscoe, who realized that this situation was unfavorable to the U.M.W., responded by requesting the National Labor Relations Board and the War Labor Board to conduct a strike vote. Ruscoe claimed this was the only fair thing to do under the circumstances. Horace Brock, President of Local 309, claimed Ruscoe was simply trying to "stir up strike talk and chaos" to better his own cause. Some U.M.W. sympathizers, who were not willing to wait for a strike vote, attempted a strike on the eleventh and twelfth of November, 1944. They picketed the gates and asked other employees to stay away.

50 Personal interview, Broom.
51 Knoxville Journal, 10 November 1944, p. 4.
52 Knoxville News-Sentinel, 10 November 1944, p. 8.
53 Ibid.
from the job. 54 These efforts failed. The Aluminum Company reported all plants functioning normally with only 30 or 40 people failing to report to work. 55

Even though their strike effort failed, the Mineworkers continued to pursue their cause with vigor. Ruscoe, who for several weeks had been seeking an audience before the National Labor Relations Board, was successful, and a hearing before the Board was set for November 28, 1944. At this meeting Ruscoe presented his case for an N.L.R.B. election to determine who should represent the ALCOA employees at Alcoa on the following grounds: a majority of the employees were sympathizers of the U.M.W., 56 Local 309's contract with ALCOA was no longer valid after its merger with the Steelworkers, and the workers should have an opportunity to freely choose their union representatives. At the hearing Local 309 refuted the U.M.W. claim; and, in a surprise move, C. C. Maples and R. O. Ross requested that in case of an election the A.F.L. also be on the ticket. 57

The N.L.R.B. delayed an immediate decision. When it did come, it was in favor of a new election. Therefore, the conflict culminated in a N.L.R.B. supervised election, between the C.I.O., U.M.W., and A.F.L.,

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54 Broom Papers.
57 Ibid., 29 November 1944, p. 6.
set for May 2, and 3, 1945. The election was supervised by fourteen N.L.R.B. representatives under the direction of Field Examiner Frank Frazer. During the course of the campaign the C.I.O. ran on its past record of performance and progress, but the U.M.W. charged Local 309 with doing nothing for the employees during the past eighteen months. The Mineworkers assured the electorate that they would lose nothing but gain much if District 50 was victorious. The A.F.L. campaigned on a platform of being the only labor organization with an Aluminum International and promised to provide the same benefits for the workers in Alcoa that they were accomplishing elsewhere. In spite of their energetic campaign the Mineworkers lost by a big majority. The results were: C.I.O. 3654, U.M.W. 985, and A.F.L. 810.

Local 309 had received three times as many votes as either the U.M.W. or A.F.L., and as a result of this victory many new members joined the local. This was truly a vote of confidence and a credit to the C.I.O. for the progress that had been made from 1939 to 1945. These years were years of governmental control and cooperation in the war effort, thus making it difficult to determine the specific benefits

60 Ibid., 2 May 1945, p. 4.
61 Broom Papers.
63 Minutes, Local 309, June 2, 1945.
accomplished by the union during this period. As indicated, the evidence shows that employees were receiving more benefits than ever before, and for the most part the period had been peaceful as far as employee-employer relationship was concerned.

Local 309 had seen discord and discontentment among members, but with the N.L.R.B. election victory of 1945 it was to move into an era of better membership cooperation. The local's main interest after this election was centered in struggles and strikes against ALCOA.
CHAPTER V
YEARS OF CONFLICT

When World War II was drawing to a conclusion, labor became further dissatisfied with its wartime relationship to management. This attitude was reflected in the events that took place at Alcoa during 1945. Local 309 was now the largest local in the South, and its policies were directly related to national labor activities in post-war America.¹

Even before victory was certain, the Alcoa union began to bargain for a better contract. The 1942 contract expired in the spring of 1944, and the parties on April 6 of that year opened negotiations in Pittsburgh which continued until April 25. During these talks the union proposed a fifteen cents per hour wage increase, a check-off of union dues, a union shop, a raise in shift premiums from three cents to ten cents for the afternoon shift and from five to fifteen cents for the night workers, and a guaranteed annual wage.² Since the company rejected these proposals, they were turned over to the War Labor Board.

The Board delayed in making its ruling, and members of the local became impatient. On March 3, 1945, the membership discussed the delay and voted to notify the Board of its decision to strike if a ruling was

¹Minutes, Local 309, December 21, 1946.
²Broom Papers.
not forthcoming within thirty days.\textsuperscript{3} The strike was not necessary since a decision soon followed.

The War Labor Board handed down its decision on March 27, 1945. The ruling stated that ALCOA would pay a four and six cents shift premium retroactive to May 1, 1944; wage rates for new jobs would be settled with binding arbitration, through the regular grievance procedures; the company was to check-off union dues; and the employees were to receive time and one half pay for work performed on six holidays and Sundays. The union demands for a fifteen cents per hour wage increase, a minimum hiring rate of 95 cents per hour, a guaranteed annual wage, group insurance benefits, and sick leave were denied,\textsuperscript{4} but the company was directed at all times to discuss and negotiate any matter pertaining to wages, hours, and working conditions with the proper union representative.\textsuperscript{5}

ALCOA and the Steelworkers incorporated most of the War Labor Board's ruling in a new agreement signed on June 6, 1945. One of the most important provisions, as far as the union was concerned, was the check-off clause. This had been one of Local 309's chief goals. However, members could continue to pay their own dues until the local voted on July 17, 1948, not to accept dues except through check-off.\textsuperscript{6} In addition to the provisions handed down by the War Labor Board, the 1945

\textsuperscript{3}Minutes, Local 309, March 3, 1945.

\textsuperscript{4}Broom Papers.

\textsuperscript{5}Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, June 6, 1945 (Knoxville, n.d.), 37-38.

\textsuperscript{6}Minutes, Local 309, July 17, 1948.
contract differed from the 1942 agreement as follows: when deemed necessary by the local union, an international representative was given access to the plants of the company for the purpose of investigating grievances which were under consideration.\(^7\) Top seniority was granted local union officials.\(^8\) The agreement was to be in effect until December 6, 1946.

The contract, which did not contain a no-strike clause, was not adequate to prevent labor contention. Even before the agreement was signed, twelve hundred to two thousand employees struck the North and West plants on May 3, 1945. The problem, arising out of a seniority dispute in the mechanical department, was compromised on May 11, when it was agreed to send it to arbitration.\(^9\) This was followed by a brief walkout by a few members of the transportation department on August 7, 1945, in spite of these members being warned that the union would not support such action.\(^10\) There were other minor disputes at Alcoa during this period, but at 10:00 P. M. on October 15, 1945, a major strike occurred in the Reduction Plant. This walkout was caused by a disagreement resulting from ALCOA placing Ralph Hicks as foreman in the pot rooms. Hicks lost his seniority in the Tennessee operation because he had been working for ALCOA at other locations. The workers struck, claiming the company had no right to return Hicks to Alcoa, but company officials

\(^7\)Agreement, June 6, 1945, p. 33. \(^8\)Ibid., 11. 
\(^9\)Knoxville News-Sentinel, 11 May 1945, p. 10.
\(^10\)Minutes, Local 309, August 7, 1945.
claimed that regardless of seniority it was none of the employees' business whom they placed in this capacity. As a result, most of the Reduction Plant was shut down, and many of the employees at the North and West fabricating plants also walked out in sympathy. The dispute reached a second stage when the company discharged two hundred thirty employees who reported to work but refused to perform their duties. A dispute over who should return to work now caused a continuation of the strike even after the original problem had been settled on October 18. This resulted in the closing of all Alcoa plants with seven thousand employees out. During the course of the strike the two parties made accusations against each other. For example, M. C. Weston claimed ALCOA's action in refusing to settle the dispute was part of a general management attitude toward labor. He said: "Big business is now engaged in a gigantic sit-down strike. Its objective is to lower wages and taxes and raise prices." Ralph M. Ferry, Tennessee operations manager of ALCOA, refuted this charge.

At the time these charges were being made, negotiations were under way and a revised agreement was reached on October 29. Its purpose was to clarify the previous agreement reached on October 18. The parties

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11Maryville Times, 16 October 1945, pp. 1, 4.
12Ibid., 18 October 1945, pp. 1, 3.
14Knoxville News-Sentinel, 20 October 1945, pp. 1, 10.
agreed to have all facilities that were operating before the stoppage back to work as soon as practicable, to discard any previous work schedule and prepare new ones for both fabricating and reduction divisions, and to return Reduction Plant employees to the same job occupied prior to the work stoppage.\(^{16}\) Hicks was to remain on the job, and the two hundred thirty men fired were to be reinstated without discrimination.\(^{17}\) The parties also agreed on how to reopen the plants and on who should report to work first. In a special called meeting on October 31, members of Local 309 voted 100 per cent to return to work and accept these proposals.\(^{18}\)

Although this strike was settled, the Alcoa employees were soon to be out again. Following the surrender of Japan, President Truman authorized employers and unions to negotiate wage increases that would not affect prices, but appealed to both sides temporarily to continue to accept War Labor Board decisions.\(^{19}\) On September 1, 1945, Local 309 voted to send letters to presidents of all aluminum locals in the Steelworkers Union and to International headquarters requesting a unified effort to gain a general wage increase to offset a cut in take-home pay caused by a reduction in hours worked from forty-eight to forty.\(^{20}\)

\(^{16}\) Broom Papers.  
\(^{17}\) Maryville Times, 31 October 1945, p. 1.  
\(^{18}\) Minutes, Local 309, October 31, 1945.  
\(^{19}\) Rayback, American Labor, 387-388.  
\(^{20}\) Minutes, Local 309, September 1, 1945.
The International Executive Board and Wage Policy Committee of the United Steelworkers of America felt that since the President of the United States by Executive Order No. 9599 had reopened free collective bargaining between unions and employers for wage increases, since wages had been practically frozen during the war and prices had been steadily rising, since after V-J day there had been a drastic cut in working time and therefore a loss of pay, and since at the same time industry had enjoyed a great financial profit an increase in wages was possible and even necessary to a decent standard of living. 21

The national officers of the union were authorized to take all necessary steps to gain a wage increase of two dollars per day. 22 Local 309 justified its demands on the basis that industry had piled up "hidden" profits during the war. 23 ALCOA had just experience the biggest harvest in its entire financial history, the company was expecting an even brighter future, 24 inflation had caused purchasing power to decline, 25 workers were not receiving a wage sufficient to provide an adequate standard of living, and unless the needs of labor were met, our nation was in danger of an economic collapse. 26

21Ibid., September 15, 1945. 22Ibid.
24Broom Papers. 25Rayback, American Labor, 394.
26M. C. Weston, Maryville, Tennessee, to all members of Local 309, United Steelworkers of America, Letters to Local 309, February 1, 1946.
On November 23, 1945, the union addressed a circular to all members informing them of the lack of progress in negotiations to achieve the desired objectives and stating that in view of the stalemate a secret ballot election was to be conducted to determine the memberships' sentiment concerning a strike. Prior to the election, which was held on November 28, Houbaugh reported to the local that the company had offered a ten cents per hour raise, but he stated this was inadequate.

In compliance with the Smith-Connally Act, an N.L.R.B.-supervised election was held as scheduled at Alcoa and seven hundred sixty-six other places. Throughout the nation the vote was in favor of a strike. In Alcoa 2,281 voted in favor of a strike, only 452 against. Therefore, the Steelworkers announced plans for an industry-wide strike to begin on January 14, 1946. In an effort to avoid a shutdown, President Truman, on December 30, appointed a three-member fact-finding board headed by Nathan P. Feinsinger, and negotiations were resumed on January 10. It seemed the strike might be averted when the union stated it would accept an increase of nineteen and one-half cents per hour as recommended by the board, but the company rejected this proposal. After

27 Broom Papers. 28 Minutes, Local 309, November 3, 1945.

29 Maryville Times, 12 November 1945, p. 1.

30 Minutes, Local 309, November 29, 1945.

31 Phillip Murray, President, United Steelworkers of America, to all Local Unions of the United Steelworkers. This copy to Local 309, United Steelworkers of America, Letters to Local 309, January 5, 1946.
Truman's recommendation of eighteen and one-half cents was also refused by industry, both sides began to prepare for a placid shutdown. 32

On December 31, H. H. Greer and T. I. Stephenson, the company representatives, met with Brock, Weston, and Howard Strevel, union representatives, to work out plans for the strike. 33 The parties agreed to issue passes to those who would be allowed to enter the plants, and two union representatives were to be placed at each entrance gate to see who entered. 34

The strike, "unprecedented in its orderly conduct and amicable procedure," began on January 21. 35 It was the greatest strike in American history. Seven hundred fifty thousand workers were involved, fifty-five hundred at Alcoa. 36 Twelve hundred plants in thirty states were closed. 37 The strike, however, did not involve all the employees at Alcoa since the local's membership voted 481 to 309 in favor of permitting the Reduction Plant to remain in operation. 38 The strike remained at an impasse with ALCOA insisting it could not afford to grant the raise, and Local 309's executive board voting against accepting less than eighteen and one-half cents per hour with no "strings attached." 39

32 Taft, Organized Labor, 571-572.
33 Broom Papers.
34 Minutes, Local 309, January 12, 1946.
36 Ibid.
38 Minutes, Local 309, January 5, 1946.
39 Ibid., February 13, 1946.
As the walkout continued a national crisis was arising. President Truman took action to relieve the condition. He relaxed price controls on February 15, permitting industry to raise its prices and offer limited wage increases. ¹⁰ Therefore, the strike ended on February 16, when ALCOA agreed to give the employees a nineteen cents per hour raise. ¹¹ This settlement should have brought harmony to Alcoa during the remainder of 1946, but even before the agreement was reached, events were taking place that would lead to another strike on May 6.

The new dispute also had its origin in the reduction of working hours following World War II. The potrooms were cut back from forty-eight to forty hours per week. The union and the company worked out a satisfactory schedule which temporarily met the new situation, but in the spring of 1946, the superintendent of the potrooms, G. H. Taylor, notified union representatives of the company's intention to modify the schedule to a forty-two hour work week. ¹² Even though the union objected to a change, a new schedule was posted. On Sunday night, May 5, the first effective date of the disputed schedule, men on the old timetable reported for work along with some on the new. Members of the old crew were not placed on a job, but trouble was avoided on the day shift since the same men, according to both schedules, were to report to work. However, when the afternoon shift reported at 2:00 P. M., the old crew

¹²Broom Papers.
was not allowed to enter the plant. This situation aroused an already dissatisfied working force.

Even before this conflict caused by the new schedule occurred, the membership of Local 309 had accused the company of violating the contract. The union charged ALCOA with laying off employees and not calling them back according to seniority and also refusing to settle satisfactorily several other grievances. In fact, the local had voted to petition the International organization for permission to strike.

On May 6, the tense situation caused by the new schedule in the potrooms and the unsettled grievances resulted in a shut-down of five of the eight pot lines at Alcoa. The union accused the company of a lockout, but ALCOA responded that the men were simply refusing to work by the new schedule. On May 8, Murray requested that the men return to work, and the pickets were removed as a result of an agreement whereby five pot lines would remain closed while the rest of the men continued to work under protest. The strike continued until June 13, when an agreement was reached whereby the employees were to return to work

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\(^{13}\)Ibid.

\(^{14}\)Minutes, Local 309, May 1, 1946.

\(^{15}\)Ibid., April 13, 1946.

\(^{16}\)Ibid., May 2, 1946.

\(^{17}\)Knoxville News-Sentinel, 8 May 1946, p. 13.

\(^{18}\)Maryville Times, 8 May 1946, p. 1.
while the parties sought a solution to the dispute through the regular grievance channels.\textsuperscript{49}

This strike convinced many members of the local that the best way to settle a dispute was by the grievance procedure rather than an unauthorized walkout. The employees had gained nothing from their strike and had returned to work without a final solution to the dispute. Several leaders of Local 309, including Gordon Ballew, Joe Cummings, and Strevel, spoke out against the "wildcat" strike and insisted that such activities must stop. Brock and Weston sent out letters to the membership informing them of the potroom settlement and stating: "we must avoid in the future any action which will result in a shut-down of operations unless such action is directed by the International Union officers. Grievances arising will be processed in accordance with our collective bargaining agreement."\textsuperscript{50}

Union leaders realized "wildcat" strikes were accomplishing very little, if anything, and were creating a negative image. The officials of Local 309 urged the membership to continue to work for improvements, but to use the grievance procedure provided for in the contract. Grievances were taken up at Alcoa to improve women's rights and removal of the North-South wage differential.\textsuperscript{51} These aims were partially fulfilled

\textsuperscript{49}Knoxville Journal, 14 June 1946, p. 16.

\textsuperscript{50}Horace Brock and M. C. Weston, Maryville, Tennessee, to all members of Local 309, United Steelworkers of America, Letters to Local 309, June 21, 1946.

\textsuperscript{51}Minutes, Local 309, September 28, 1946; April 20, 1946.
on April 1, 1947, when the Alcoa employees received a direct wage increase of fourteen cents per hour. Two cents of this amount was applied to narrowing the North-South differential and brought the base pay at Alcoa up to $1.02 per hour.52

When the union opened new contract negotiations with ALCOA in the spring of 1947, both parties realized a more orderly relationship was desirable. They agreed that the new contract must provide for arbitration and ban strikes. Therefore, in a new agreement signed on May 8, the grievance procedure was revised. The major change provided for a mandatory fourth step. Under the old contract, if the parties failed to reach an agreement on the local level, the matter could be presented to the company president or his representatives. The 1947 contract stated that the matter would "be referred to the President of the International Union or his representatives and the President of the Company or his representatives."53 If a grievance was not settled after the grievance procedure had been exhausted, either party could submit the grievance to arbitration. To carry out this provision a board of arbitration was created. The board consisted of one representative of the International Union, one representative of ALCOA, and a third, disinterested party. For the first time the parties made an agreement

52M. C. Weston, Maryville, Tennessee, to W. H. Crawford, Director of District 35, United Steelworkers of America, Atlanta, Georgia (Union Hall, Alcoa, Tennessee), September 15, 1947.

53Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, May 8, 1947 (Knoxville, n.d.), 37.
against strikes or lockouts. A strike, however, could be called if the matter were carried through the prescribed grievance procedure without being resolved. 54

In addition to the provisions to prevent strikes and provide arbitration, the contract contained a provision whereby any disagreement concerning hours and working conditions not covered in the contract would be open to negotiation. It also guaranteed at least four hours pay per day to any employee scheduled to work on that day even if there were no specific task to perform. New job vacancies were to be filled on the basis of seniority, and, with the exception of a few especially trained men, seniority became the exclusive criterion in determining who would be laid off in any cutback. ALCOA agreed to provide, without cost to the employees, a group insurance which included $1,000 death benefit, sickness and accident benefits of $15 a week for up to thirteen weeks, and a hospital plan. Finally, the contract contained a maintenance of membership and check-off clause similar to the 1945 agreement. 55

However, since there was a Tennessee state law forbidding maintenance of membership, that provision did not apply to ALCOA's Tennessee works. This law passed on February 19, 1947, and signed by Governor McCord on February 21, states "that it shall be unlawful for any person, firm, corporation or association of any kind to deny or

54 Ibid., 40, 42-43.
55 Ibid., 4-7, 114-115, 26, 31.
attempt to deny employment to any person by reason of such person's member-
ship in, affiliation with, resignation from, or refusal to join or
affiliate with any labor union or employee organization of any kind."
The law goes on to state it is unlawful to enter into any contract pro-
viding for exclusion from employment anyone because of union membership,
"or to exclude from employment any person by reason of such person's
payment or of failure to pay dues" to any labor union.\textsuperscript{56}

The federal government reaffirmed the Tennessee act when it
passed the Taft-Hartley Law in 1947. Section 14B states: "Nothing in
this act shall be construed as authorizing the execution or application
of agreements requiring membership in a labor organization as a condi-
tion of employment in any State or Territory in which such execution or
application is prohibited by State or Territorial law."\textsuperscript{57} This federal
legislation was the result of a multitude of labor disputes during 1945
and 1946. Legislators felt unions were becoming too strong and some-
thing must be done to reduce labor-management conflicts. Therefore,
when President Truman vetoed the law, Congress passed it over his veto.\textsuperscript{58}
In addition to Section 14B the law set up new guidelines in employee-
employer relationship. It forbade the "closed shop" and unfair labor
practices and provided a means whereby its objectives would be carried
out.

\textsuperscript{57} United States Statutes at Large, LXI, 141-142.
\textsuperscript{58} Rayback, American Labor, 396.
Labor leaders, who were opposed to the Taft-Hartley Law, realized that Congressmen must be elected who were more favorable to labor. To that end the C.I.O. took steps to become more involved in political activity. It did this through its Political Action Committee which had been formed on July 7, 1943, to assure the renomination of Roosevelt and elect representatives favorable to labor in the 1944 election.

The International Union urged each local to make a political report during each regular meeting and Secretary Treasurer McDonald of the Steelworkers urged a restimulation of all political activities. The efforts of the Political Action Committee (P.A.C.) were evident in the national elections of 1948 when Truman defeated Dewey, and a Congress more favorable to labor was elected.

Local 309 was also active in local politics following World War II. In the spring of 1946, the membership made plans to become more active by initiating a drive to gain new P.A.C. members. A citizen's organization, open to the public, was established and a campaign was conducted to get more people to vote. This effort was successful and resulted in the defeat of old-line politicians who had been in control.

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59 Taft, Organized Labor, 609.
60 Rayback, American Labor, 385.
61 David J. McDonald, Pittsburgh, to all local unions of the United Steelworkers, Local 309, United Steelworkers of America, Letters to Local 309, March 21, 1947.
of Blount County for over twenty-five years. At various intervals as political campaigns approached, the membership was urged to support P.A.C. and help elect to political office representatives friendly to labor. The P.A.C. was active until the merger of the A.F.L. and C.I.O., and shortly after merger was achieved a new political agency, the Committee of Political Education (C.O.P.E.) was established.

Local 309 also supported C.O.P.E. and on July 23, 1966, voted to donate ten cents per dues-paying member to the state C.O.P.E. organization.

Not only did Local 309 take part in political activity following the war, but it also supported the C.I.O. in its effort to win new members in its big southern organization drive. Murray said this move was "the most important drive of its kind ever undertaken by any labor organization in the history of this country." One of the main objectives of this drive was the workers at Oak Ridge, Tennessee. Local 309 assisted in this effort, asking each member to turn in to a union representative the names and addresses of any Oak Ridge workers with whom he was acquainted. Also, on June 27, 1946, Van A. Bittner,

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63 Weston to Crawford, September 15, 1947.
64 Rayback, American Labor, 428.
67 Ibid., 256.
Vice-President of the Steelworkers and Director of the Organizing Drive in the Southern States, came to Maryville and addressed a public meeting concerning the campaign. These efforts were appreciated by C.I.O. members in Oak Ridge and on June 29, 1946, John Thomas, an organizer at Oak Ridge, expressed his thanks to the membership of Local 309 for its help in the organization campaign.

In addition to the assistance given Oak Ridge members, the local sent aid and encouragement to others. In the summer of 1947, for example, Howard Strevel, Joe Cummings, and Leonard Evans were sent to Nashville to assist the workers at Consolidated Aircraft. During a labor dispute at Enka's Morristown plant in 1950, President Evans sent a telegram to Governor Gordon Browning urging him to remove the National Guard and Local 309 also sent financial aid to the Enka workers.

During the spring of 1948, Local 309's attention was directed toward its own affairs. Under the 1947 agreement either party could reopen the issue of wages after one year, and the union, believing it was necessary to have a general wage increase because of the rising cost of living, asked for a conference. Soon after negotiations were opened on April 30, the company offered an 8 per cent wage increase, but the union felt this was inadequate. On May 29, Local 309 voted

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68 Brock and Weston, to all members of Local 309, June 21, 1946.
69 Minutes, Local 309, June 29, 1946.
70 Ibid., August 23, 1947.
71 Ibid., July 3, 1950.
73 Broom Papers.
unanimously to petition the International requesting a strike vote.\footnote{Minutes, Local 309, May 29, 1948.} The International acted and called for a strike to begin on June 20. Local 309 responded by voting 1659 to 90 to strike.\footnote{Ibid., June 18, 1948.} As time for the walkout approached, a federal mediator, Charles R. Ward, requested both sides to reopen talks, and Murray postponed the strike one week.\footnote{Knoxville News-Sentinel, 17 June 1948, pp. 1, 7; 19 June 1948, pp. 1, 7.} During this week of negotiations a settlement was reached, and a strike was averted. ALCOA raised its prices 10 per cent and granted a ten to sixteen cent per hour wage increase. The period of the contract was extended until May 31, 1950.\footnote{Ibid., 26 June, 1948, pp. 1, 12.}

Although a strike had been averted in 1948, Local 309 was to engage in the longest strike in its history in 1949. A fight in the coal industry had established the principle that unions could demand a voice in pension and welfare payments, and the Steelworkers' Union was determined to gain these benefits for its members. Since the contract, which did not run out until 1950, was open to wage negotiations, the International gave the company notice, on May 30, 1949, that it wanted to open talks concerning wages.\footnote{Cummings Papers.} As these talks with ALCOA proceeded, the Steelworkers demanded a general wage increase in addition to pensions and welfare, equal pay for southern employees, improved shift premium, and a guaranteed annual wage.\footnote{Minutes, Local 309, May 12, 1949.} ALCOA's response was
that national conditions did not favor a wage increase at that time, and insisted that the union agree to the present wage rate for two years. However, the company did offer to raise the pension benefits from five to six cents per hour and insurance benefits from two to four cents, with the stipulation that such benefits would be adjusted downward with any increase in social security payments.

Since the parties could not agree on a settlement, Local 309 struck at 10:00 P. M. on October 16, and on October 30, Murray published a statement in the Knoxville News-Sentinel giving the union's position. "The union stands ready now," he declared, "to negotiate an agreement and terminate the strike based on the 4-cent insurance plan, a genuine 6-cent-an-hour commitment for pensions, paid holidays, and a new wage clause which the parties can work out through collective bargaining." Five thousand six hundred ALCOA employees were affected by this walkout. After the strike began, there were no meetings conducted between the parties until November 17, when negotiations were resumed with President Leonard Evans, Paul Morton, Weston, Ballew, and Cummings representing Local 309. When the A.F.L., which was a bargaining agent for some of the ALCOA employees, in states other than Tennessee, signed a

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80 Ibid., July 1, 1949.  
81 Broom Papers.  
83 Ibid., 30 October 1949, p. 8A.  
85 Ibid., 15 November 1949, p. 1.
new contract with the company, some observers felt the Steelworkers would follow suit; but the C.I.O. union stood firm in its demands and the strike continued.\textsuperscript{86} The Negotiation Committee accepted ALCOA’s proposal for pensions but continued its demand for wage adjustments.\textsuperscript{87} Negotiations broke off on December 2, but resumed on the 5th, resulting in a settlement on the 7th when the union temporarily abandoned its demand for a wage increase and paid holidays.\textsuperscript{88}

Even though this dispute was settled, a new conflict arose over the return to work. According to W. H. Crawford, district director for the Steelworkers, the company wanted to freeze out about 150 older employees and not put them back to work. He stated that ALCOA was not going to restart the West Plant remelting department where these men worked.\textsuperscript{89} As a result of the situation another mass picket line was thrown around the entire ALCOA works. However, the pickets were withdrawn in a matter of hours when the company worked out jobs for these older men, thus, ending a 52-day strike.\textsuperscript{90}

The settlement resulted in ALCOA and the Steelworkers signing a pension agreement on December 7, 1949. This agreement provided that the company would pay a death benefit of $2,000 for active workers and

\textsuperscript{86}Ibid., 18 November 1949.
\textsuperscript{87}Knoxville News-Sentinel, 20 November 1949, p. 10A.
\textsuperscript{88}Ibid., 8 December 1949, p. 20; 5 December 1949, p. 1.
\textsuperscript{89}Ibid., 7 December 1949, pp. 1, 20.
$1,500 for retired workers, $26 per week for up to 26 weeks for non-occupational sickness and injury, hospitalization benefits of $8.50 per day for 31 days and surgical benefits to $225. Under the pension provision of the agreement the company agreed to pay a minimum of $100 per month for a person with 25 years service after he reached age 65, a minimum of $60 for 15 years of continuous service at age 65, and a minimum of $50 for a disability retirement before age 65. The agreement also provided for a Joint Committee on Insurance and Pensions consisting of not more than ten members, one-half designated by ALCOA and one-half by the union. This pension agreement was to be in effect until April 1, 1955, and the labor agreement of 1947 was extended until November 30, 1951.

This extension of the 1947 agreement, as all previous extensions, permitted wage negotiations to reopen after one year, and on September 23, 1950, union representatives met to discuss ALCOA's proposal for a 10 per cent wage increase, and demanded pay for holidays not worked and reduction of North-South wage differentials. As a result of negotiations which began on November 15, ALCOA and the Steelworkers signed an agreement on December 20, which included the company proposal plus an additional two cents per hour for southern workers and pay for holidays not worked.

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91 Pension Agreement Between the United Steelworkers of America and the Aluminum Company of America, December 7, 1949 (Knoxville, n.d.), 5-6.

92 Ibid., 10-11, 19-20, 24.

93 Minutes, Local 309, September 28, 1950.

94 Ibid., November 4, 1950; December 23, 1950.
Even though ALCOA and the Steelworkers had reached an agreement without a strike, Local 309 was involved in a major "wildcat" strike in the fall of 1950. The walkout was caused by a disturbance in the North Fabricating Plant's shipping department. Robertson Freight Line was on strike, but continued to operate with non-union drivers. One of the drivers came to the loading dock at the North Plant to receive a shipment, but the driver was unable to roll back a tarpaulin in order for his truck to be loaded. An ALCOA foreman requested that Ervil Keller roll back the tarpaulin. Keller refused on the grounds that this was not his job, and he was suspended. Ballew, who was the union's plant chairman, went to the assistance of Keller. Floyd Shepherd, Superintendent of the Shipping Department, requested Ballew to return to the job. About 40 minutes later a grievance was written up and signed by Ballew and Mack Wheeler for the union and C. T. Humphrey for the company. Following this, Ballew, who was talking about the problem with a group of men, was approached by Humphrey who told him there was work to do, but Ballew continued the discussion. As a result of this incident Ballew was suspended, and he along with a group of men left the plant before the shift was over. Several employees on the afternoon shift failed to report to work. The plant closed down that evening for the Thanksgiving holiday. The next evening when the 10:00 P. M. shift was scheduled to reopen the plant, pickets were placed on the gates, and the plant remained closed.

95 Ibid., November 30, 1950.
In the company-union meetings that followed, the company took the position that the men should return to work and settle the problem according to the grievance procedure. On the other hand, the union demanded that all disciplinary action should be dropped. The company later agreed to reinstate all employees involved, with the exception of Ballew.97 The strike ended at the request of the local's executive board at 10:00 P. M. on November 28, when the parties agreed to settle the matter through the regular grievance procedure.98

The Ballew case was carried through the fourth step of the grievance procedure with the company standing firm in its claim that Ballew had failed to perform assigned work and so was fired.99 The union claimed Ballew had completed his assigned work at the time he was dismissed.100 The question was finally resolved when Ballew was allowed to return to work on May 22, 1951, though without pay for time lost.101

This brought to an end an era of Local 309's history. The years following World War II had seen the union at Alcoa struggle to gain many benefits for its members, but it had also had years of numerous strikes. The years following the 1950 "wildcat" witnessed a calming

97Ibid., 26 November 1950, p. 14A.
99Minutes, Local 309, January 6, 1951.
100Knoxville News-Sentinel, 26 November 1950, p. 14A.
101Minutes, Local 309, May 12, 1951.
trend as far as employee-employer relationships were concerned. There were, of course, some difficulties, but union-management differences were usually settled through the grievance procedure. Union leadership knew unauthorized walkouts accomplished little, and both sides began to realize that contracts should be extended for a longer period of time.

This also had been a period of growth for Local 309. As a result of the union's continuing effort to gain improvements and ALCOA's expansion, there was large increase in union membership. In one three-month period the union gained close to nine hundred sixty-five new members,\textsuperscript{102} and in the month following the signing of the 1947 contract over seven hundred employees signed up with the local.\textsuperscript{103}

\textsuperscript{102}Ibid., October 26, 1946.
\textsuperscript{103}M. C. Weston, September 15, 1947, letter to W. H. Crawford.
CHAPTER VI

LOCAL 309 DURING THE FIFTIES AND SIXTIES

During the early 1950's the Steelworkers' national policy was affected by the Korean War. The A.F.L. and the C.I.O. urged the adoption of economic controls to meet the crisis but opposed a wage freeze. In September, 1950, the Defense Production Act was passed, giving the President limited controls over prices and wages. Therefore, an Economic Stabilization Agency was established and the Wage Stabilization Board reconstructed.\(^1\) On January 26, 1951, wages were frozen and could be increased only up to 10 per cent above the prevailing rate on January 15, 1950.\(^2\) Government controls remained on wages until February 6, 1953.\(^3\)

Local 309's wage policy during 1951 and 1952 operated within this framework of government controls. The policy of the local, and of the International Union, in 1951 was for a general wage increase, complete elimination of geographical wage differentials, an increase in shift premiums, a guaranteed annual wage, additional overtime pay, eight paid holidays, and an improved vacation plan.\(^4\) The union opened wage negotiations with ALCOA on November 28, 1951.\(^5\) Immediately the

\(^1\) Rayback, American Labor, 410-412.

\(^2\) Taft, Organized Labor, 638.

\(^3\) Ibid., 643.

\(^4\) Cummings Papers.

\(^5\) Minutes, Local 309, November 24, 1951.
parties extended the existing contract for thirty days. After President Truman requested postponement of a strike scheduled for January 1, 1952, both parties agreed to take their case to the Wage Stabilization Board.\textsuperscript{6}

While waiting for a Board decision, Local 309's attention was turned to a local dispute. This contention was caused by General Service Division's plumbers being assigned pipe work in the Reduction Plant.\textsuperscript{7} ALCOA released a statement asserting that the dispute was jurisdictional in nature. The union took the position that it was not a jurisdictional disturbance but one caused by the company's assigning certain employees work outside of their classification.\textsuperscript{8} A strike scheduled for 6:00 A.M. March 24, was averted when the parties continued to negotiate until an agreement was reached.\textsuperscript{9}

Even though this minor dispute had been settled, the ALCOA employees were still uncertain about a strike since the Wage Stabilization Board had not made its decision. The Board had made a recommendation in a steel dispute which was rejected by the steel companies. President Truman responded to this rejection by ordering the mills seized, and the government put the Wage Stabilization Board's recommendation into effect.\textsuperscript{10} Industry took its case to the courts, however, and won

\textsuperscript{6}Ibid., December 1, 1951; December 29, 1951; January 5, 1952.

\textsuperscript{7}Ibid., March 19, 1952.

\textsuperscript{8}Knoxville News-Sentinel, 21 March 1952, pp. 1, 10.

\textsuperscript{9}Knoxville Journal, 22 March 1952, pp. 1, 2.

\textsuperscript{10}Rayback, American Labor, 413.
the decision. The ruling, upheld by the Supreme Court, resulted in a fifty-three day steel strike. Since Congress also disapproved of the Wage Stabilization Board's recommendation in the steel case, the Board was stripped of a great deal of its power.

When it became obvious that the Board's decision in the steel case had failed to solve that dispute, the aluminum negotiators once again took steps to acquire their desired goals. On July 26, Local 309 began to make preparations for a strike scheduled to begin July 30, if a settlement was not reached. The strike proved unnecessary, however, since ALCOA and the union reached an agreement. The new agreement gave Local 309 members a 10 per cent wage increase retroactive to March 10, 1952, plus seven cents per hour effective July 1, 1952, with an additional two cents on January 1, 1953. This reduced the North-South wage differential considerably. In addition, the new contract reduced the requirement for three weeks paid vacation from 25 to 15 years of service. It raised the shift premiums from four to six cents for the afternoon shift and from six to nine cents per hour for night workers and provided for paid holidays. The agreement also granted an insurance death benefit of $2,000 for an active employee and $1,500 for a retired employee,

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11 Taft, Organized Labor, 462.
12 Rayback, American Labor, 413.
13 Knoxville News-Sentinel, 3 August 1952, p. 137.
14 Minutes, Local 309, July 26, 1952.
15 Ibid., August 2, 1952.
a payment of $30 per week for non-occupational sickness or injury for up to twenty-six weeks, $10 per day hospitalization, and surgical insurance up to $225. The contract had a duration of one year, expiring, unless extended, on July 31, 1953.16

The 1953 Wage Policy Committee of the United Steelworkers demanded once again, in addition to a wage increase and other benefits, the elimination of geographical wage differences.17 The union and company reached agreement in July granting the employees at Alcoa a ten and one-half cent per hour wage increase, part of this amount was to complete the elimination of the North-South wage difference.18 One of the main objectives of Local 309 and the United Steelworkers thus had been achieved. From its inception the Alcoa local had led southern ALCOA employees in a demand for equal pay. Even though ALCOA was now, with minor exceptions, paying the same rate to all its employees within the same classification, many other manufacturers continued to pay their southern employees less.

Local 309's desire was that other labor organizations would follow their example in seeking equal pay and that southern wages in every industry would someday be equal to those in other parts of the country. Local 309 has therefore continued to give assistance to other unions in the area.

16 Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, August 1, 1952 (n.p., n.d.), 17-19, 51-52.

17 Minutes, Local 309, April 30, 1953.

18 Ibid., July 11, 1953.
Assistance given labor organizations during the 1950's included a financial donation to the Tennessee State C.I.O. legislative program in 1955, a $100 contribution to Vestal Lumber Company strikers in July of 1953, a $600 contribution to the Telephone Communication Workers of America strikers in April and May of 1955, and financial and other assistance to the A. & P. Union in 1959. In 1959 Local 309 also made a $12,000 contribution to the United Steelworkers District 35 strike fund and a $65,000 contribution to the United Steelworkers strike relief fund. In addition to financial aid given by the local, its members have served as leaders in the Tennessee state labor movement. For example Leonard Evans, who was a member of Local 309, served as president of the State C.I.O. Convention. Local 309 members also have helped in the organization of new unions.

Even though they were concerned with helping others, the local's main interest was improving conditions for its own membership. In July of 1954, the union signed a new contract with ALCOA by which the employees received a five-cent per hour wage increase with an additional five cents going to a pension and other benefits. The working agreement was also extended for two years. However, wage negotiations could be opened in one year, and the union gained a fifteen-cent per hour average wage increase for the Alcoa employees in 1955.

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20Ibid., June 11, 1955; September 12, 1959; November 9, 1959.

The Steelworkers and Local 309 joined the American Federation of Labor's Aluminum Workers in bargaining with ALCOA and other aluminum manufacturers during the 1955 negotiations. This precedent-setting joint bargaining was part of the merger proceedings of the A.F.L. and C.I.O., which had its beginnings shortly after the congressional elections of 1946. The labor leaders recognized that the Republican victory of that year was hindering their cause. Therefore, in the spring of 1947 ten men from the A.F.L. and the C.I.O. held a conference to bring about an improved relationship, and after the national election of 1950, the two organizations formed the United Labor Policy Committee as a "watch dog" over governmental policy. With the deaths of Murray and Green, which occurred within two weeks of each other, and the election of George Meany and Walter Reuther to the presidency of the A.F.L. and C.I.O., respectively, in 1952, the final movement for reunion began. The willingness of the new leadership to discuss mutual problems, a gradual disappearance of old antagonists, especially the idea of craft versus industrial unionism, and a Republican victory in 1952 were factors that led to the merger.

After the 1952 election both unions agreed not to raid the other in cases where an organization had been certified and recognized as a collective bargaining agent. On January 4, 1955, a joint union committee met and drafted a merger agreement which was adopted later that

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22 Ibid., 12 July 1955, pp. 1, 8.
23 Rayback, American Labor, 415.
24 Ibid., 424.
year. The agreement recognized the integrity of each affiliated union, and each was allowed to retain the same jurisdiction it held prior to merger. 25 The goal of the newly formed A.F.L.-C.I.O. was to improve working conditions, organize additional workers, and achieve a full share of union benefits to all members regardless of race, creed, or national origin. The new and combined organization, with the full support of Alcoa, began to encourage Negro employees to enter apprentice programs, clerical and supervisory jobs, and to bid for jobs that were previously denied. ALCOA integrated all of its facilities in an effort to eliminate segregation within the works at Alcoa and elsewhere in the South, and with the passage of federal legislation union leadership told all union members they must comply with the law. By the time Civil Rights legislation was passed in the 1960's, ALCOA was well ahead of other industries in race relations and had established itself as a leader in the field of equal rights. 26

In addition to improving race relations, the merged A.F.L.-C.I.O. also desired to secure favorable legislation, strengthen national institutions, support freedom and peace in the world, encourage the sale and use of union-made goods and services, and protect the labor movement from all corrupt influences. To achieve these goals the union encouraged its members to take a more active part in government as well as union affairs. 27

25 Taft, Organized Labor, 659.
26 Personal interview, Broom, December 4, 1969; Personal interview, Brooks.
27 Rayback, American Labor, 425.
The policy of Local 309 remained unchanged after the merger. The local, as did many unions during the second half of the Eisenhower administration, pushed for higher wages, better pension and insurance provisions, cost of living adjustments, and a guaranteed annual wage.

Since the company and the Steelworkers could not reach agreement before the contract expired on July 31, 1956, the works at Alcoa experienced an orderly shutdown from August first through the twelfth. Nearly eight thousand employees were affected by this walk-out. It was the last major strike at Alcoa. The company granted a forty-six cent per hour increase in wages and fringe benefits over a three-year period. The wage increase amounted to nine and one-half cents per hour the first year, seven cents the second, and eight the third.\footnote{Maryville Times, 9 August 1956, pp. 1-2.} In addition to the wage increase, Good Friday was added to the list of holidays, making a total of seven.\footnote{Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, August 1, 1956 (n.p., n.d.), 16.} Jury pay was included to assure an employee no loss of pay because of jury duty,\footnote{Ibid., 75.} and pension and insurance benefits were extended.\footnote{Maryville Times, 9 August 1956, pp. 1, 2.} Double time and one-quarter was to be paid for work performed on holidays and the shift premium was increased from six and nine cents to eight and twelve cents, respectively. A cost of living adjustment was added which would bring an additional
increase in wages if an increase in the cost of living occurred, as determined by the Consumer Price Index of the Bureau of Labor Statistics. The 1956 contract also had a strong union membership clause, and it provided for supplemental unemployment benefits. The membership clause stated: "Each employee hired on or after August 1, 1956, shall, as a condition of employment . . . acquire and maintain membership in the union." Nevertheless, as previously explained, this clause did not apply to Alcoa, Tennessee, because of a state law to the contrary. The most important achievement in this contract was the unemployment clause, or guaranteed annual wage, for employees with two years of service.

The demand for a guaranteed wage originated in the 1890's when the National Wallpaper Company and the Machine Printers and Color Mixers Union reached an agreement guaranteeing eleven months' employment. The appeal for such contracts increased, and by 1946 nearly 200 companies had adopted similar plans. After World War II the Steelworkers took the initiative in demanding such a program for its members, but the Wage Stabilization Board refused to recommend negotiations on the subject in 1951. This did not stop the Steelworkers' efforts, but stimulated them to fight harder for what they considered a necessity.

"There can be no dignity as a human person," said President Murray,
"without the right to an opportunity to make a decent living for one's family." Murray went on to say that morally, socially, and economically a guaranteed wage was necessary because unemployment brings chaos.

The Steelworkers realized that a unified effort was mandatory if this goal was to be achieved. Therefore, as early as the 1940's Murray encouraged Local 309 to use its influence in achieving this aim. He said:

I am sure that the workers at the Alcoa Aluminum plants are interested in security for themselves and their families. The Guaranteed Annual Wage is one of the many benefits that your Union is planning for your future. The strength of Local No. 309 will be a powerful factor in helping us obtain these objectives.

Even though Murray did not live to see it, this goal was attained on September 1, 1957, for those ALCOA employees laid-off after July 1, 1957. The benefits were payable up to a year and amounted to approximately the same pay per week that an employee would have received for performing twenty-two hours work. The benefits, however, were not to exceed $55.50 per week.

With the signing of this contract, the ALCOA employees returned to work, but a controversy over who was to report first delayed a return at Alcoa's three plants. The dispute was soon settled and by August 13 all employees were returning to their jobs. Yet on October 31, 1957, at 6:00 A. M. pickets appeared at the North Plant and spread to the West

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36 Ibid.
37 Ibid., 16.
38 Agreement, August 1, 1956, pp. 63-65.
Plant by 2:00 P. M. Delmar Vineyard, President of Local 309, reported the walkout to be a spontaneous reaction to the laying-off of senior employees while keeping junior workers plus an accumulation of unsettled grievances. When ALCOA officials agreed to discuss the matter after pickets were removed, the pickets were withdrawn and the employees returned to work on November 5, but at 2:00 P. M. on January 23, 1958, pickets reappeared at the North Plant. Job assignments caused this strike, and the union claimed it was not a "wildcat" but was allowed under the contract. The walkout, which soon spread to the West Plant, was called off after one week when the union agreed to return to work for thirty days during which time the parties were to negotiate a settlement; and the strike notice, which expired at 10:00 P. M. March 6, was withdrawn on March 4, as a result of progress in the negotiations.

On September 14, 1959, two thousand employees struck the North Plant over a dispute concerning job assignments of mechanical work to production workers. The dispute was quickly settled and within forty-eight hours the strikers were returning to their jobs. ALCOA

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42 Minutes, Local 309, March 4, 1958.
43 Knoxville News-Sentinel, 15 September 1959, p. 16.
44 Ibid., 16 September 1959, p. 29.
and the union reached an agreement in August of 1959 and there was no major strike that year. Under the 1959 agreement employee's contribution toward the insurance program was entirely eliminated.\textsuperscript{45} Death benefits went up to $5,000 and nonoccupational sickness benefits went up to $68.00 a week for twenty-six weeks. Hospital benefits were extended to pay the full cost of semi-private accommodations for up to one hundred and twenty days plus complete payment of out-patient hospital charges for minor surgery and accidents.\textsuperscript{46}

Local 309 not only continued to gain better wages, improved working conditions, and insurance benefits for its members during the 1950's, but it entered into the commercial retail sales field. This new undertaking, patterned after a similar business operated by the United Auto Workers in Memphis, was known as Labor's Consumer Service Store. The business was operated by a four-man union committee and a manager. The purpose of this adventure was to make goods available at a substantial savings and to stabilize prices in the Blount County area. The local was not to receive a large profit as the surplus was to be returned to the consumer in the form of price reduction.\textsuperscript{47}

The store, located on Maryville's main street near downtown, was

\textsuperscript{45}\textit{Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, August 1, 1959} (n.p., n.d.), 61.

\textsuperscript{46}\textit{Ibid.,} 62-64.

\textsuperscript{47}Personal interview with Delmar Vineyard, President, Local 309, Alcoa, Tennessee, at Union Hall, Hall Road, Alcoa, Tennessee, July 28, 1969.
opened on April 1, 1957. Since the store was housed in a rented building with a lease expiring in 1962, the local voted 60-35 to purchase a lot, four hundred fifty feet by two hundred twenty feet, located at the corner of Calderwood and Gill streets in Alcoa. In February of 1963, the local authorized the construction of a building at an approximate cost of $110,000, and the new store opened for business in August of the same year.

At one point during its operation there was a move by some of 309's members to change the operation of the store into a co-op. The idea was to spread the ownership. In July, 1962, a vote taken showed 92 favoring a co-op, 216 for closing the store, and 69h voting to keep it as it was. As time passed, however, a growing number of 309 members felt the store had served its purpose in stabilizing prices and was no longer profitable to operate. On grounds that the union should no longer be in the business field, they requested the store be closed. On July 2l, 1967, the membership voted 565 to 392 to close the store.

The 1950's were years of notable achievement for all ALCOA employees, giving witness to what collective bargaining under a mutually respected contract could achieve. In comparison with previous

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48 Minutes, Local 309, March 7, 1957; December 17, 1960.
50 Maryville Times, 14 August 1963, p. 21.
51 Minutes, Local 309, May 22, 1962.
52 Ibid., July 7, 1962.
53 Cummings Papers.
years there were few strikes and walkouts. During this period Local 309 continually made progress in wages, even achieving a guaranteed annual wage. Not only did members of the local improve themselves financially, but they labored under more favorable working conditions and improved fringe benefits. Also 309 was able to construct a modern union hall and to operate a union store. With the help of Local 309 the Steelworkers were becoming more powerful nationally, and the labor movement was strengthened tremendously with the merger of the A.F.L. and C.I.O.

The trend of peaceful negotiations which developed during the 1950's continued into the 60's. However, on several occasions Local 309 threatened to strike, and there were a few walkouts of short duration. The local voted to strike in August, 1961, if the company continued to force an excessive work load on certain employees, but the disagreement was settled without a strike. In 1962-63 a dispute arose over the company's combining the welder and burner classifications, but this threat was also removed when Charles Ray, who had received a disciplinary lay-off, was returned to work without loss of pay. There were other minor contentions during the period including a 1966 strike threat over the company's contracting out certain work,

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54 Minutes, Local 309, July 8, 1961; August 26, 1961; September 4, 1961.

and in December, 1968, a minor walkout occurred in the North Plant Transportation Department. 56

The few disputes that did occur during the 1960's were not related to contract negotiations or wages. Since the union was successful in collective bargaining, strikes were not necessary in obtaining additional benefits. Local 309 and the Steelworkers gained several improvements for aluminum workers. In 1962 ALCOA and the union signed a contract. This agreement did not grant a substantial wage increase, but did boost fringe benefits. 57 One of the important benefits of the agreement was the supplementary vacation plan which provided eligible employees with supplemental vacation benefits beginning in 1963. 58

Under the 1965 agreement ALCOA initiated its extended vacation plan. It provided extended employment opportunities for laid-off employees: the program increased employment by requiring additional personnel to do the work of those on vacation. Under the plan eligible employees received ten consecutive weeks vacation with thirteen weeks pay once every five years. 59 The 1965 agreement also improved wages and fringe benefits.

56 Personal interview, Broom, July 28, 1969.
59 Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, June 1, 1965 (n.p., n.d.), 29-35.
As recently as 1968 ALCOA and the Steelworkers signed a contract which in addition to new provisions retained the significant benefits granted in previous contracts. The three-year contract added an additional holiday, the day before Christmas, beginning in 1970. It provided for a full day's pay for any employee scheduled to work on a given day even if no work was available unless he was properly notified before reporting for work. The 1968 agreement also retained the extended vacation plan and increased insurance benefits. 60

The group insurance plan, completely paid for by the company, provides life insurance benefits up to $5,500, and weekly sickness and accident benefits, effective June 1, 1971, ranging from $73.00 to $126.62 depending upon job classifications and length of employment. The plan included a hospital expense insurance program which in most cases would completely cover the cost of being hospitalized. The contract also granted an extended medical expense insurance program, becoming effective on June 1, 1970, which would pay up to 80 per cent of the medical expenses of an employee or a member of his family, for one year up to $10,000 per individual including doctor fees, hospital services, x-rays, blood transfusions, registered graduate nurse fees, drugs and medicine, artificial limbs, convalescent nursing home fees, and psychotherapeutic treatment. Finally, the contract offered improved pension and insurance benefits to retired employees. 61

60 Agreement Between the Aluminum Company of America and the International Union, United Steelworkers of America, June 1, 1968 (n.p., n.d.), 21, 26-27, 30-37.

61 Ibid., 79-131.
The 1968 contract extended the supplemental unemployment benefits for laid-off employees to provide, effective January 1, 1971, the minimum of pay an employee would have received for working twenty-eight hours not to exceed in any case $86.00 per week. 62

In addition to the fringe benefits the 1968 agreement provided for an increase in pay. Effective June 1, 1970, the hourly rate of pay at ALCOA's works in Alcoa ranges from $3.09 to $4.52 per hour depending upon job classification, plus time and one-half or double time for overtime work. 63

As in previous years, Local 309 during the 60's was concerned with the labor movement in East Tennessee. An example of this interest was the financial aid sent to Allied Kingsport Press Union, Jefferson City Magnavox Local 748 I.U.E. Strikers, Knoxville Transit Strikers, and Maryville's Murphy West Strikers. 64 As in previous years members of the local were also urged to buy union-made or transported goods. For example, on January 12, 1963, Sam Lighter, Business Agent of the Teamsters Union, urged 309 members to buy Sealtest or Pet Dairy Products and Merita Bread. 65

Local 309 has not only given assistance to other labor organizations in East Tennessee but has made a substantial contribution

62 Ibid., 137-140. 63 Ibid., 159.
65 Ibid., January 12, 1963.
The local has been and remains a leader in the labor movement. It is the largest industrial union in the South, and also the largest local in District 35 of the United Steelworkers. Several of its members have made significant contributions to the movement. Lawrence Marine, Horace Brock, and Leonard Evans have served as staff representatives with the United Steelworkers; John Broom and R. W. Goddard are serving as staff representatives in District 35; M. C. Weston is at this time district director of District 35 of the Steelworkers; Howard Strevel is now district director of District 36 of the Steelworkers; and Leonard Evans is serving as Commissioner of Labor in Nashville.

The present goals of Local 309 and the United Steelworkers are to unite, regardless of race, creed, color, or nationality, all eligible employees in the metal and related industries; to establish through collective bargaining adequate wage standards, shorter working hours and improved working conditions for the membership; to engage in educational, legislative, political, civic, social welfare and other community activities; to advance and safeguard the economic security of its members; to protect and extend the democratic institutions and civil rights in the United States; and to unite with other labor

66 Personal interview with Don Carroll, Financial Secretary, Local 309, United Steelworkers of America, Alcoa, Tennessee, at Union Hall, Hall Road, Alcoa, Tennessee, July 28, 1969.

67 Ibid., October 31, 1969.
organizations in a united effort to maintain and extend these goals. 68

Local 309 has not only made a contribution to labor but has also granted assistance to many worth-while causes such as the United Fund-Red Cross appeal which it vigorously supports each year. On one occasion in 1966, the local gave $3,000 to the Blount County Rescue Squad, and among other civic-minded activities it has sponsored Little League Baseball teams and supported school safety programs. 69

These examples have been used to show the Union's interest in its community. Local 309 has not only put forth an effort to provide increased benefits for its members but also to improve the community and make it a better place in which to live.

From its conception the Alcoa union has struggled to improve both local and national living standards. This task has been a continuous struggle. Local 309 had a difficult time establishing itself as the exclusive bargaining agent during the late 1930's, and it was beset with serious conflicts during World War II. After its victory over the Mineworkers in 1945 the union struggled to gain substantial benefits for its members. In order to achieve its goal the late 1940's were years of numerous strikes. During the 1950's and 60's, however, the Aluminum Company and the union were able to settle most of their major


69 Minutes, Local 309, February 7, 1952; July 9, 1966.
disputes through collective bargaining without striking.

As a result of these efforts, Alcoa, Tennessee aluminum workers
are among the highest paid laborers in the South. Local 309 is proud
of its achievements, but it is continually working to increase bene-
fits and improve living standards.
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Sammy Eugene Pinkston was born in Knoxville, Tennessee, on May 17, 1932. He attended elementary school in that city and was graduated from Knoxville High School in 1951. In September of 1958, he entered Carson-Newman College where he was a member of Phi Alpha Theta, a national honor society in history. He received a Bachelor of Arts degree in history in May of 1963. He is presently teaching at Jefferson High School, Jefferson City, Tennessee, and pastor of Buffalo Baptist Church, Rutledge, Tennessee.

He entered Graduate School at The University of Tennessee in September, 1965, and received his Master of Arts degree in History in March, 1970.

He is married to the former Barbara Louise Thomas of Knoxville, Tennessee, and they have three children.