

# The Burger Court Opinion Writing Database

## *Complete Auto Transit, Inc. v. Reis*

451 U.S. 401 (1981)

Paul J. Wahlbeck, George Washington University  
James F. Spriggs, II, Washington University in St. Louis  
Forrest Maltzman, George Washington University



Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
THE CHIEF JUSTICE

April 9, 1981

MEMORANDUM TO THE CONFERENCE

RE: No. 79-1777, Complete Auto Transit, Inc., et  
al. v. Reis, et al.

My dissent is enclosed. I may tailor it  
somewhat, but not much, for the issues are  
straightforward.

Regards,

A handwritten signature in black ink, appearing to be "WRB", written in a cursive style.

No. 79-1777, Complete Auto Transit, Inc.,  
 et al. v. Reis, et al.

To: Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From: The Chief Justice

Circulated: APR 9 1981

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CHIEF JUSTICE BURGER, dissenting.

The Court today holds that individual employees who, without the approval of their union, breach a covenant not to strike in the collective bargaining agreement between their union and their employers may not be held liable for resulting damages to the employers. At stake is the fundamental principle that individuals are accountable when they breach a voluntarily executed contract.

The underlying facts in this case are not in dispute. The respondents are members of Local 332 of the International Brotherhood of Teamsters, which acts as their exclusive bargaining agent with petitioners, their employers. The union and the petitioners have entered into a collective bargaining agreement that provides in part:

"The Unions and the Employers agree that there shall be no strike, tie-up of equipment, slowdowns or walkouts on the part of the employee . . . without first using all possible means of settlement, as provided in this Agreement, of any controversy which might arise." App. 14-15.

To: Mr. Justice  
M  
Mr. Justice  
Mr. Justice  
Mr. Justice  
Mr. Justice  
Mr. Justice  
Mr. Justice

From: The Chief Justice

1st PRINTED DRAFT

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APR 13 1981

**SUPREME COURT OF THE UNITED STATES**

No. 79-1777

Complete Auto Transit, Inc.,  
et al., Petitioners,  
v.  
Danny Reis et al. } On Writ of Certiorari to the  
United States Court of Ap-  
peals for the Sixth Circuit.

[April —, 1981]

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The Court today holds that individual employees who, without the approval of their union, breach a covenant not to strike in the collective-bargaining agreement between their union and their employers may not be held liable for resulting damages to the employers. At stake is the fundamental principle that individuals are accountable when they breach a voluntarily executed contract.

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Despite this covenant, the respondents embarked on what is commonly called a “wildcat” strike; it is admitted that the local union “did not aid, assist or authorize the work stoppage or a tie-up of any equipment.” App. 25.

Section 301 (a) of the Labor Management Relations Act,

To: Mr. Justice Brennan  
Mr. Justice Stewart  
Mr. Justice White  
Mr. Justice Marshall  
Mr. Justice Blackmun  
Mr. Justice Powell  
Mr. Justice Rehnquist  
Mr. Justice Stevens

From: The Chief Justice

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2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 79-1777

Complete Auto Transit, Inc.,  
et al., Petitioners,  
v.  
Danny Reis et al. } On Writ of Certiorari to the  
United States Court of Ap-  
peals for the Sixth Circuit.

pp. 1, 3-5

[April —, 1981]

CHIEF JUSTICE BURGER, with whom JUSTICE REHNQUIST joins, dissenting.

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To: Mr. Justice Brennan  
Mr. Justice Stewart  
Mr. Justice White  
Mr. Justice Marshall  
Mr. Justice Blackmun  
Mr. Justice Powell  
Mr. Justice Rehnquist  
Mr. Justice Stevens

From: The Chief Justice

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3rd DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 79-1777

Complete Auto Transit, Inc.,  
et al., Petitioners,  
v.  
Danny Reis et al. } On Writ of Certiorari to the  
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peals for the Sixth Circuit,

[April —, 1981]

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To: Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From: The Chief Justice

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4th DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 79-1777

Complete Auto Transit, Inc.,  
 et al., Petitioners,  
 v.  
 Danny Reis et al. } On Writ of Certiorari to the  
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[April —, 1981]

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S, 6

To: Mr. Justice Brennan  
Mr. Justice Stewart  
Mr. Justice White  
Mr. Justice Marshall  
Mr. Justice Blackmun  
Mr. Justice Powell  
Mr. Justice Rehnquist  
Mr. Justice Stevens

From: The Chief Justice

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5th DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 79-1777

Complete Auto Transit, Inc.,  
et al., Petitioners,  
v.  
Danny Reis et al. } On Writ of Certiorari to the  
United States Court of Ap-  
peals for the Sixth Circuit.

[April —, 1981]

CHIEF JUSTICE BURGER, with whom JUSTICE REHNQUIST joins, dissenting.

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5,6

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE Wm. J. BRENNAN, JR.

March 2, 1981

RE: No. 79-1777 Complete Auto Transit v. Reis

Dear Chief:

I'll undertake the opinion for the Court in the  
above.

Sincerely,



The Chief Justice  
cc: The Conference

WJB  
 [Handwritten initials and signatures]

To: The Chief Justice  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From: Mr. Justice Brennan

Circulated: APR 9 1981

Recirculated: \_\_\_\_\_

1st DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 79-1777

Complete Auto Transit, Inc., et al., Petitioners, v. Danny Reis et al.	}	On Writ of Certiorari to the United States Court of Ap- peals for the Sixth Circuit.
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[April —, 1981]

JUSTICE BRENNAN delivered the opinion of the Court.

In *Atkinson v. Sinclair Refining Co.*, 370 U. S. 238 (1962), the Court held that § 301 (a) of the Labor Management Relations Act of 1947, 29 U. S. C. § 185, does not authorize a damages action against individual union officers and members when their union is liable for violating a no-strike clause in a collective-bargaining agreement. We expressly reserved the question whether an employer might maintain a suit for damages against “individual defendants acting not in behalf of the union but in their personal and nonunion capacity” where their “unauthorized, individual action” violated the no-strike provision of the collective-bargaining agreement. *Id.*, at 249, n. 7. We granted certiorari to decide this important question of federal labor law. — U. S. — (1980).

I

Petitioners are three companies engaged in the transportation by truck of motor vehicles. All three are parties to a collective-bargaining agreement with the Teamsters Union that covers operations at their respective facilities in Flint, Mich. Respondents are employees of petitioners and members of Teamsters Local Union No. 332. The collective-bar-

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE Wm. J. BRENNAN, JR.

April 13, 1981

RE: 79-1777 - Complete Auto Transit v. Reis

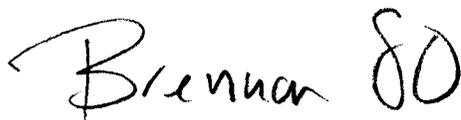
Dear John:

Thank you for your suggestion in your letter of April 10, 1981. I have looked into whether the common law of contracts allows an employer to recover damages from an employee who breaches his employment agreement. The general rule is that employers may sue for damages for such a breach. 5 A. Corbin, On Contracts 521 (1964); J. Calamari & J. Perillo, Contracts 546 (1977). The effect of the mitigation requirement and the availability of alternative employees in most instances, though not for star baseball players, make damage awards unusual perhaps. In any event, since my opinion relies on my reading of congressional intent, much of the Chief's argument is, in my view, beside the point.

Sincerely,



Justice Stevens



P. 8

To: The Chief Justice  
Mr. Justice Stewart  
Mr. Justice White  
Mr. Justice Marshall  
Mr. Justice Brennan  
Mr. Justice Rehnquist  
Mr. Justice Souter

From: Mr. Brennan

2nd DRAFT

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APR 27 1981

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**SUPREME COURT OF THE UNITED STATES**

No. 79-1777

Complete Auto Transit, Inc.,  
et al., Petitioners,  
v.  
Danny Reis et al. } On Writ of Certiorari to the  
United States Court of Ap-  
peals for the Sixth Circuit.

[April —, 1981]

JUSTICE BRENNAN delivered the opinion of the Court.

In *Atkinson v. Sinclair Refining Co.*, 370 U. S. 238 (1962), the Court held that § 301 (a) of the Labor Management Relations Act of 1947, 29 U. S. C. § 185, does not authorize a damages action against individual union officers and members when their union is liable for violating a no-strike clause in a collective-bargaining agreement. We expressly reserved the question whether an employer might maintain a suit for damages against "individual defendants acting not in behalf of the union but in their personal and nonunion capacity" where their "unauthorized, individual action" violated the no-strike provision of the collective-bargaining agreement. *Id.*, at 249, n. 7. We granted certiorari to decide this important question of federal labor law. — U. S. — (1980).

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79-1777

MEMORANDUM TO THE CONFERENCE

To: The Chief Justice  
Mr. Justice Stewa  
Mr. Justice White  
Mr. Justice Marsh  
Mr. Justice Black  
Mr. Justice P  
Mr. Justice N  
Mr. Justice S

Re: Holds for Complete Auto Transit, Inc. v. Reis

Case No. 79-1777  
Filed MAY 12 1979

1) Putnam Fabricating Co. v. Null, No. 80-985

This petition raises the question whether an employer may obtain damages from its employees pursuant to §301 of the Labor Management Relations Act for engaging in a wildcat strike in violation of the no-strike provision of the collective bargaining agreement between the company and the union.

Employees of petitioner began a wildcat strike. The union neither participated in nor authorized the strike. Soon after the strike began, petitioner discharged its striking employees. The discharged employees thereupon set up a picket line, resulting in the shutdown of the plant. Petitioner then brought a lawsuit under §301 in the United States District Court for the Southern District of West Virginia seeking injunctive relief and damages against the individual employees. The court granted a temporary restraining order, but subsequently denied preliminary injunctive relief and dismissed petitioner's claim for damages. Petitioner appealed the dismissal of the claim for damages to the Fourth Circuit and that court affirmed, holding that §301 does not allow damages actions against individual wildcat strikers.

I will vote to deny certiorari. This petition raises exactly the same issue that was decided in Complete Auto. The Court of Appeals decision is fully consistent with the Court's opinion in Complete Auto.

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Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE POTTER STEWART

April 9, 1981

Re: No. 79-1777, Complete Auto  
Transit v. Reis

Dear Bill,

I am glad to join your opinion  
for the Court.

Sincerely yours,

P.S.  
/

Justice Brennan

Copies to the Conference

✓  
Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE BYRON R. WHITE

April 9, 1981

Re: 79-1777 - Complete Auto  
Transit, Inc. v. Reis

Dear Bill,

Please join me.

Sincerely yours,



Mr. Justice Brennan

Copies to the Conference

cpm

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE THURGOOD MARSHALL

April 9, 1981

Re: No. 79-1777 - Complete Auto Transit, Inc. v.  
Reis

Dear Bill:

Please join me.

Sincerely,



T.M.

Justice Brennan

cc: The Conference

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE HARRY A. BLACKMUN

April 10, 1981

Re: No. 79-1777 - Complete Auto Transit, Inc. v. Reis

Dear Bill:

I appreciate your making the minor change on page 8 that I suggested by telephone today. Please join me in your opinion.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harry", with a horizontal line underneath it.

Mr. Justice Brennan

cc: The Conference

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE LEWIS F. POWELL, JR.

April 11, 1981

79-1777 Complete Auto Transit v. Reis

Dear Bill:

On the basis of a first reading, I think I can join your opinion for the Court except footnote 18.

In my view, it is unrealistic to characterize as adequate the alternate "remedies" said to be available. In any realistic sense, they are feckless.

I suppose the truth is that, in view of the way the Court has interpreted the Act, there usually is no effective remedy for an employer against a wildcat strike. It would make economic sense, and contribute to wholesome union/management relations, if the unions themselves could be sued where they failed to take effective action to control or penalize those who engage in unauthorized strikes. But in Carbon Fuel last Term, we held that the Act does not envision suits under this theory.

In any event, I probably will join your opinion except for note 18 and write separately on that subject.

Sincerely,



Mr. Justice Brennan

lfp/ss

cc: The Conference

To: The Chief Justice  
 Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall ✓  
 Mr. Justice Blackmun  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From: Mr. Justice Powell

Circulated: APR 30 1981

Recirculated: \_\_\_\_\_

No. 79-1777, Complete Auto Transit v. Reis

JUSTICE POWELL, concurring in part, and concurring in the judgment.

The Court's opinion makes clear that Congress, in enacting the Taft-Hartley amendments to the National Labor Relations Act, did not intend to hold individuals liable in damages for wildcat strikes. I therefore join the Court's judgment, and most of its opinion. I do not, however, share the Court's view that there remains to management a "significant array of other remedies," ante, at 15, n. 18, with which to deter or obtain compensation for illegal strikes. In fact, the "remedies" said to be available are largely chimerical.

I

Collective bargaining agreements typically

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE WILLIAM H. REHNQUIST

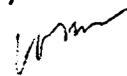
April 13, 1981

Re: No. 79-1777 Complete Auto Transit, Inc. v. Reis

Dear Chief:

Please join me in your dissenting opinion in this case.

Sincerely,



The Chief Justice

Copies to the Conference

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE JOHN PAUL STEVENS

April 9, 1981

Re: 79-1777 - Complete Auto Transit, Inc.  
v. Reis

Dear Bill:

Please join me.

Respectfully,



Justice Brennan

Copies to the Conference