

Source: Quin, Mike, The Big Strike, Olema Publishing Company, Olema, California, 1949, pp.255-258.

11. ARBITRATION AWARD HANDED DOWN
BY NATIONAL LONGSHOREMEN'S BOARD

In the Matter of the Arbitration between Pacific Coast District Local 38 of the International Longshoremen's Association, acting on behalf of the various Locals whose members perform longshore labor and Waterfront Employers of Seattle, Waterfront Employers of Portland, Waterfront Employers' Union of San Francisco and Marine Service Bureau of Los Angeles.

ARBITRATORS' AWARD

This award is made pursuant to agreement dated the 7th day of August, 1934, between the above named parties, which agreement is hereby referred to hereof.

Said agreement provides that the decision of the arbitrators (which shall be in writing and must be by a majority) shall constitute a series of agreements between the International Longshoremen's Association, acting on behalf of various Locals whose members perform longshore labor, first party, on the one hand, and Waterfront Employers of Seattle, a list of the members of which is attached to said agreement, marked Exhibit "A," second party, Waterfront Employers of Portland, a list of the members of which is attached to said agreement, marked Exhibit "B," third party, Waterfront Employers' Union of San Francisco, a list of the members of which is attached to said agreement, marked Exhibit "C," fourth party, and Marine Service Bureau of Los Angeles, a list of the members of which is attached to said agreement, marked Exhibit "D," fifth party, separately, on the other hand, which shall be binding upon each of said parties as aforesaid for the period to and including September 30, 1935, and which shall be considered as renewed from year to year thereafter between the respective parties unless either party to the respective agreements shall give written notice to the other of its desire to modify or terminate the same, said notice to be given at least forty (40) days prior to the expiration date. If such notice shall be given by any party other than the International Longshoremen's Association, first party, then the International Longshoremen's Association shall have fifteen (15) days thereafter within which it may give written notice of termination of all of said agreements whereon on the succeeding September 30, all of said agreement shall terminate. If such notice or notices are not so given the agreement shall be deemed to be renewed for the succeeding year.

The arbitrators decide and award as follows:

Section 1. Longshore work is all handling of cargo in its transfer from vessel to first place of rest including sorting and piling of cargo on the

dock, and direct transfer of cargo from vessel to railroad car or barge and vice versa.

The following occupations are included in longshore work: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack-turners, side runners, front men, jitney drivers, and any other person doing longshore work as defined in this section.

Section 2. Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8 a.m. and 5 p.m. shall be designated as straight time. All work in excess of six hours between the hours of 8 a.m. and 5 p.m., and all work during meal time and between 5 p.m. and 8 a.m. on weekdays and from 5 p.m. on Saturday to 8 a.m. on Monday, and all work on legal holidays, shall be designated as overtime. Meal time shall be any one hour between 11 a.m. and 1 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all the time worked in excess of five hours without a meal hour.

Section 3. The basic rate of pay for longshore work shall not be less than \$0.95 (ninety-five cents) per hour for straight time, not less than \$1.40 (one dollar and forty cents) per hour for overtime, provided, however, that for work which is now paid higher than the present basic rates, the differentials above the present basic rates shall be added to the basic rates established in this paragraph (a).

(b) For those classifications of penalty cargo for which differentials are now paid above the basic rates, the same differentials above the basic rates established by this award shall be maintained and paid;

(c) For shoveling, shoveling bones in bulk, both non-offensive and offensive, ten cents above the basic rate shall be paid in Los Angeles;

(d) For handling creosote and creosote products, green hides, and fertilizer, for which a differential of ten cents above the present basic rates is now allowed in Los Angeles to foremen, the same differential of ten cents shall also be paid in Los Angeles to men handling these commodities;

(e) For handling logs, piles and lumber which have been submerged, when loaded from water, ten cents above the basic rates established by this award shall be paid for thirty tons or over in Portland;

(f) The increases in the rates of pay established by this award shall be paid as of July 31, 1934.

Section 4. The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's Association, the Pacific Coast District, and the respective employers' associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of Seattle, Portland, San Francisco and Los Angeles, with such branch halls as the Labor Relations Committee, provided for in Section 9, shall decide. All expense of the hiring halls shall be borne one-half by the International Longshoremen's Association and one-half by the employers. Each longshoreman registered at any hiring hall who is not a member of the International Longshore-

men's Association shall pay to the Labor Relations Committee toward the support of the hall a sum equal to the pro-rata share of the expense of the support of the hall paid by each member of the International Longshoremen's Association.

Section 5. The personnel for each hiring hall shall be determined and appointed by the Labor Relations Committee for the port, except that the dispatcher shall be selected by the International Longshoremen's Association.

Section 6. All longshoremen shall be dispatched without favoritism or discrimination, regardless of union or non-union membership.

Section 7. The Labor Relations Committee in Seattle, Portland and Los Angeles, where hiring halls now exist, shall decide within twenty days from the date of this award whether a hiring hall now in use shall be utilized. If in any of said ports no decision is made within such twenty days, a new hall shall be established in such port within thirty days from the date of this award.

Section 8. The hiring and dispatching of longshoremen in all the ports covered by this award other than those mentioned in Section 4, and excepting Tacoma, shall be done as provided for the ports mentioned in Section 4; unless the Labor Relations Committee in any of such ports establishes other methods of hiring or dispatching.

Section 9. The parties shall immediately establish for each port affected by this award, a Labor Relations Committee to be composed of three representatives designated by the employers' association of that port and three representatives designated by the International Longshoremen's Association. By mutual consent the Labor Relations Committee in each port may change the number of representatives from the International Longshoremen's Association and the employers' association. In the event that such committee fails to agree on any matter, they may refer such matter for decision to any person or persons mutually acceptable to them, or they shall refer such matter, on request of either party, for decision to an arbitrator, who shall be designated by the Secretary of Labor of the United States or by any person authorized by the Secretary to designate such an arbitrator. Such arbitrator shall be paid by the International Longshoremen's Association and by the employers' association in each port. Nothing in this section shall be construed to prevent the Labor Relations Committee from agreeing upon other means of deciding matters upon which there has been disagreement.

Section 10. The duties of the Labor Relations Committee shall be:

- (a) To maintain and operate the hiring hall;
- (b) Within thirty days from the date of this award to prepare a list of the regular longshoremen of the port, and after such thirty days no longshoreman not on such list shall be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work. No one shall be registered as a longshoreman who did not, during a period of three years immediately preceding May 9, 1934, derive his livelihood from the industry during not less than twelve months. Pending the preparation of these lists, no long-

shoreman who was a member of a gang or who was on any registered list or extra list between January 1, 1934, and May 9, 1934, shall be denied the opportunity of employment in the industry. The Labor Relations Committee, in registering longshoremen, may depart from this particular rule;

(c) To decide questions regarding rotation of gangs and extra men; revision of existing lists of extra men and of casuals; and the addition of new men to the industry when needed;

(d) To investigate and adjudicate all grievances and disputes relating to working conditions;

(e) To decide all grievances relating to discharges. The hearing and investigation of grievances relating to discharges shall be given preference over all other business before the committee. In case of discharge without sufficient cause, the committee may order payment for lost time or reinstatement with or without payment for lost time;

(f) To decide any other question of mutual concern relating to the industry and not covered by this award.

The Committee shall meet at any time within twenty-four hours, upon a written notice from either party stating the purpose of the meeting.

Section 11. The Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Subject to this provision and to the limitations of hours fixed in this award, the employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the foregoing provisions gangs and men not assigned to gangs shall be so dispatched as to equalize their earnings as nearly as practicable, having regard to their qualifications for the work they are required to do. The employers shall be free to select their men within those eligible under the policies jointly determined, and the men likewise shall be free to select their jobs;

(b) The employees must perform all work as ordered by the employer. Any grievance resulting from the manner in which the work is ordered to be performed shall be dealt with as provided in Section 10;

(c) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required. If any man feels that he has been unjustly discharged, his grievance shall be dealt with as provided in Section 10;

(d) The employer shall be free, without interference or restraint from the International Longshoremen's Association, to introduce labor saving devices and to institute such methods of discharging and loading cargo as he considers best suited to the conduct of his business, provided such methods of discharging and loading are not inimical to the safety or health of the employees.

(signed) EDWARD J. HANNA, *Chairman*
EDWARD F. McGRADY

I concur except as to the provisions of Section 3.

O. K. CUSHING

Dated this 12th day of October, 1934.
At San Francisco, California

The telegram was signed by John Forbes, President of the Industrial Association.

Just as both sides were preparing for a clash that would be costly in lives and property, Congress gave the President more peacemaking authority. Public Resolution 44, empowered the President to appoint special boards authorized to investigate, hold representation elections, mediate, and if the parties were willing, to arbitrate those labor disputes which obstruct interstate traffic. On June 26, President Roosevelt used his new power for the first time to appoint the National Longshoremen's Board.

By this time the strike was 48 days old and there were 170 idle ships anchored in San Francisco Bay.²⁰ The June 27 edition of The San Francisco Examiner reported the appointment of to the National Longshoremen's Board as follows:

Archbishop Hanna, of San Francisco (Chairman)
O. K. Cushing, a San Francisco Lawyer
Edward J. McGrady, Assistant Secretary of Labor

According to Section III of the executive order, the Board was authorized to do the following:

"A - To investigate issues, facts, practices and activities of the employers or employees that are burdening or obstructing or threatening to burden

²⁰Call - Bulletin, June 25, 1934.

or obstruct the free flow of interstate or foreign commerce.

B - To hear, make findings of fact and take appropriate affirmative action regarding complaints or discrimination against or discharge of the employees.

C - To act as voluntary arbitrator upon request.

D - To exercise all other powers conferred upon a board established under the authority of Public Resolution 44.

E - To make a report to the President through the Secretary of Labor of the activities, the findings, the investigations and the recommendations of the board.²¹

The Industrial Association let it be known that their plan to "open the port" was ready to be put into effect. On June 29 the association announced that, at the request of Archbishop Hanna, they would postpone the opening until July 2. At the same time the Board issued a request that all strikers return to work by midnight July 5, and that all issues be submitted to unconditional arbitration starting July 6. The board also requested that replies be made no later than Thursday, July 5, midnight.

Headlines of The San Francisco News for July 2, 1934, announced that the port opening had been delayed again at the request of the Mayor. The Industrial Association announced plans to delay the opening until noon of July 3.

²¹San Francisco Examiner, June 27, 1934.

Thursday, July 3, the Board again appealed to both sides to submit to arbitration. According to the newspapers the highlights of the proposal were as follows:

"If Arbitration is agreed on, all men shall return to work in the same positions they had, without discrimination.

Any decision on wages to be retroactive to the date men return to work.

Grievances and demands of maritime unions to be taken up immediately following longshoremen's arbitration.

Board will exercise power of secret ballot to name representatives of workers.

Board will use good offices to abolish the necessity of seamen applying to Maritime Service Bureau for work."²²

Harry Bridges, head of the San Francisco strike committee, said he did not believe the longshoremen would accept any plan to arbitrate their grievances for fear they might lose their fight for the closed shop. There were reports that the employers were ready to ask for arbitration, but neither party had notified the Board as to their official position. Meanwhile the July 3 newspapers confirmed plans to open the port at 3:00 P.M. and warned people not to go near the waterfront.²³

The Industrial Association made good its promise to open the port by force if necessary and the July 4 edition

²²The San Francisco News, July 3, 1934.

²³Ibid.

of The San Francisco News announced the first death to come of the bloody and widespread rioting which accompanied the port opening. One strikebreaker had died as a result of a skull fracture received in a waterfront slugging.²⁴

The headlines of The San Francisco News for Thursday, July 5, 1934, known as "Bloody Thursday," announced that troops had been called out, and one striker had been killed and 24 shot in widespread rioting. The front page of the newspaper carried a picture of H. G. Sperry lying on the sidewalk. Mr. Sperry had been shot in the back and was later to die from his wounds. The newspaper also announced cargo movement was continuing. Before the day was out Nick Bordoise was dead, and a reported total of 106 injured when the troops moved in.²⁵ Newspapers also carried front page pictures of these troops with machine guns set up along the Embarcadero.

On July 6, the employers notified the Board that they were willing to submit their disputes to arbitration under certain conditions. The Board responded that, under the conditions called for by the employers, proceeding with arbitration would be impossible. The Board did not make public replies of the parties claiming it would be unwise to do so at this time. However, they did issue a statement asking both sides to allow the Board to fix the conditions

²⁴The San Francisco News, July 4, 1934.

²⁵Mike Quin, The Big Strike, Olema Publishing Company, Olema California, 1949, p.116.

of arbitration and called for public hearings to begin Monday, July 9.

The Board started the hearings on Monday as planned and heard from seven witnesses including Sam Kagel, representing the Marine Engineers' Beneficial Association, Local #97.²⁶ On July 10 the Board heard from Harry Bridges, chairman of the Joint Marine Strike Committee. Mr. Bridges told the Board that the men did not intend to make the same mistakes that they made in 1921. He claimed the 1921 strike was smashed because there was no unity between the unions, and the success of the present strike was due to the unions sticking together. He answered questions about the hiring hall, the closed shop concept, and outlined the position of the men on "Bloody Thursday". He voiced his opinions on the methods of the shipowners in the negotiations and made it quite clear that the longshoremen never invited Mr. Ryan to represent them. Ryan never as much as consulted the longshoremen on June 16 agreement, and spoke only for himself. Bridges made it clear that the longshoremen never entered into an agreement and therefore had no agreement to break.²⁷

On Wednesday, July 11, it was the employers turn to go before the Board. Mr. T. G. Plant, President of the Waterfront Employers' Union, appeared on behalf of the

²⁶Sam Kagel is the present Coast Arbitrator under the terms of the 1981-84 Pacific Coast Longshore Contract Document.

²⁷The San Francisco News, July 11, 1934

shipping companies. Mr. Plant presented a well prepared statement outlining the employers position, and tried as best he could to make the employers look like a reasonable group of men who had reached an agreement with the President of the ILA. He tried to persuade the Board that there was a radical element in the union that was not interested in a settlement, and tried to show how it was impossible to reach agreement with all striking maritime unions. He concluded his presentation by asking the board to find that the June 16 agreement was a just and honorable settlement.

On Thursday, July 12, the employers announced they were willing to enter into arbitration to resolve the longshoremen's disputes, unconditionally, and leave the decision up to the Board. The longshoremen claimed that acceptance of arbitration did not cover the arbitration of the seamen's grievances, although the employers had agreed to meet with elected officials of the other maritime unions. The longshoremen decided to hold a coast wide election on the issue.

On Thursday, July 26, the results of the longshoremen's ballot were made known, and by a margin of four to one the men had approved arbitration provided the seamen were included. However, the longshoremen did insist on five main points:

1. They would not go back on the docks until the seamen had received satisfactory guarantees and were ready to return also.

2. All men who had been working as strikebreakers must be discharged.

3. There must be no discrimination in employment against men who had taken a prominent role in the strike.

4. Pending decision of the arbitration board, temporary hiring halls must be established, jointly controlled by unions and employers.

5. Any pay increases decided by the board must be retroactive to the day the men returned to work.²⁸

The employers agreed to the retroactive pay request, but on all other issues took the opposite stand.

Starting with these positions the longshoremen and the employers argued for five days in the presence of a mediation board. The main obstacle was overcome when the International Seaman's Union was established as official bargaining representative of the striking seamen, and the other issues were worked out by compromise. Where hiring halls had existed before the strike they would continue, but with ILA observers to see there was no discrimination. The employers agreed to discharge the strikebreakers, except for a few who worked on the docks before the strike.

Both parties finally agreed to enter into arbitration before the National Longshoremen's Board and, the next day longshoremen and seamen poured back onto the docks and ships, bringing life and vitality back to the shipping industry.

²⁸Mike Quin, The Big Strike, Olema Publishing Company, Olema California, 1949, p.187.